

*Board of Education
Regular Meeting
May 21, 2019*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on May 21, 2019 the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES** - Daggett Elementary School
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Volunteer Recognition - Westcliff Elementary School
 - C. High School Scholar Athletes
 - D. UIL Athletic Competition State Medalists
 - E. 2018-2019 School Year Bobby Bragan Recipients
 - F. District Teachers of the Year and Finalists
4. **LONE STAR GOVERNANCE**
 - A. Summer Professional Learning
5. **PUBLIC COMMENT**
6. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
7. **DISCUSSION OF AGENDA ITEMS**
8. **CONSENT AGENDA ITEMS**

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

A. Board of Education Meeting Minutes	5
1. April 23, 2019 - Regular Meeting	7
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve Purchase of Marching Band Uniforms for Dunbar High School, Polytechnic High School and Carter-Riverside High School from the 2013 CIP Bond Funds	16
2. Approve Replacement Equipment Purchase for the Board of Education Control Room	23
3. Approve the Contract Between Teaching Trust and Fort Worth Independent School District	32
C. Approve Contract with Social Catalytix for Project Management Support of the Transformation Grant	42
D. Approve Interlocal Agreement Between the City of Fort Worth for Mobile Recreation Summer Day Camp and Fort Worth Independent School District	44
E. Approve Interlocal Agreements Between the National Cooperative Purchasing Alliance (NCPA), the Educational and Institutional Cooperative (E&I) and the Central Texas Purchasing Alliance (CTPA) and the Fort Worth Independent School District	57
F. Approval of Resolution to Allow the Sale of Real Properties Previously Struck-Off for Taxes	64
G. Approve Budget Amendment and Budget Increase Contract for the Adult Education Program from Workforce Solutions of Tarrant County	73
H. Approval of the Quarterly Investment Report for the Period: January 1, 2019 - March 31, 2019	79
I. Approve Authorization to Perform an Energy Savings Performance Assessment for Southwest High School Job No. 014-243 (RFQ #19-097) in Conjunction with the 2017 Capital Improvement Program	98
J. Approve Authorization to Perform an Energy Savings Performance Assessment for Eastern Hills High School Job No. 006-243 (RFQ #19-094) in Conjunction with the 2017 Capital Improvement Program	101
K. Approve Authorization to Negotiate and Enter into a Contract with Steele & Freeman, Inc. for Phase I GMP Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 229-131 (RFQ #19-071) Overton Park Elementary School	104
L. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Western Hills High School Addition / Renovation Job No. 015-202 (RFQ #19-100) in Conjunction with the 2017 Capital Improvement Program	107

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

10. EXECUTIVE SESSION

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

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

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

12. ACCEPT CONSENT AGENDA

13. ACTION ITEMS

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

14. ACTION AGENDA ITEMS

- A. 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 Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Campus Turnaround Plan 111
- E. Approve Amendments to Performance Contract with Texas Wesleyan University to Operate and Manage Select FWISD Campuses 116
- F. Approve Second Reading-Revision to Board Policies CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL), FNCE(LOCAL) and GKC(LOCAL) 119
- G. Approve Second Reading-Revision to Board Policy DHE(LOCAL) 149
- H. Election of Board of Education Officers
- I. Consider the Level III Grievances of Randy Young (convene in closed session, if necessary)
 - 1. 10 Minutes - Presentation by Employee and/or Representative
 - 2. 10 Minutes - Presentation by District Representative
 - 3. 10 Minutes - Questions from Board Members

4. 15 Minutes - Board Deliberations (in closed session)
5. Render Decision, if any, on the Level III Grievance (in open session)
- J. Consider the Level III Grievances of Dr. Jacqueline Phelps (convene in closed session, if necessary)
 1. 10 Minutes - Presentation by Employee and/or Representative
 2. 10 Minutes - Presentation by District Representative
 3. 10 Minutes - Questions from Board Members
 4. 15 Minutes - Board Deliberations (in closed session)
 5. Render Decision, if any, on the Level III Grievance (in open session)

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

16. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 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 April 23, 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 April 18, 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 valuc 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 April 18, 2019 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING APRIL 23, 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 April 18, 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 April 18, 2019,

/s/ Faye Daniels
Executive Secretary
Board of Education

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

President Jackson called the meeting to order at 5:35 p.m.

The following Board Members were present:

Tobi Jackson
Anael Luebanos
Christene Moss
Judy Needham
Ashley Paz
Jacinto Ramos
Norman Robbins
Ann Sutherland

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
Charles Carroll, Chief Academic Officer
Art Cavazos, Chief of District Operations
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. PLEDGES - Hazel Harvey Peace Elementary School

Students lead in the pledges and the principal made introductions of students, staff and parents who were present.

3. RECOGNITIONS

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

Greeters were from the Army JROTC unit at Carter-Riverside High School.

B. Parent Recognition - Meadowbrook Middle School STEM Preparatory Academy.

Mrs. Nicole Fox, Mrs. Maria Lucio and Mr. Paul Calhoun were recognized and presented with Certificates of Appreciation.

C. Community Recognition - Jim and Gloria Austin

Community leaders, Jim and Gloria Austin, were recognized by Clint Bond and Tobi Jackson for their contributions to educational and cultural programs, scholarships and other services.

A short recess was called so visitors could leave if they so choose

4. REPORTS/PRESENTATIONS

A. Notice of Compliance with Board Member Training Requirements

President Jackson announced the following continuing education hours for each Board Member:

<u>Tobi Jackson</u>	<u>8.75</u>	<u>Jacinto Ramos</u>	<u>19.00</u>
<u>Anael Luebanos</u>	<u>20.50</u>	<u>Norman Robbins</u>	<u>26.95</u>
<u>Christene Moss</u>	<u>20.00</u>	<u>T. A. Sims</u>	<u>8.75</u>
<u>Judy Needham</u>	<u>5.00</u>	<u>Ann Sutherland</u>	<u>2.50</u>
<u>Ashley Paz</u>	<u>17.00</u>		

B. Operational Efficiency Report - ERS

Dr. Scribner gave opening comments prior to the presentation.

Mrs. Schiro introduced Jonathan Travers, Partner, and Emily Parfit, Manager, of ERS and they gave the presentation.

Board members asked questions.

(6:34 - Ashley Paz arrived)

5. PUBLIC COMMENT

Speakers:

Edward Perkins

Lizzie Maldonado

Steven Poole

Andrew Teeter

Alexandra Checka

Norman Quigley

Melton Pace

Brandi Pace

Lajon Pennix

Tiffany Rogers

(Jacinto Ramos arrived at 7:00 p.m.)

Tiffany Rogers

Heather Leaf

Christopher Rogers

Jason Smith

Morris Grundy

Angi DeFelippo

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

The meeting was recessed at 7:24 p.m. and reconvened at 7:33 p.m. in the Board Conference Room.

7. DISCUSSION OF AGENDA ITEMS

The following Board members made comments:

Mr. Anael Luebanos

Mr. Norman Robbins

Mr. Jacinto Ramos

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

Before discussion of agenda items, President Jackson announced, "At staff's recommendation, Item 8.A.5. was being pulled."

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

1. Approval to Purchase Health Science Career Lab for North Side High School and O.D. Wyatt High School
 2. Approve Ratification of Costs for Auditorium Roof Replacement at Meacham Middle School
 3. Approve the Purchase for Technology, Instructional Materials, and Classroom Furniture for the Pre-Kindergarten Classrooms for the 2019-2020 School Year
 4. Authorization to Award Contracts for Summer Structured Primary Literacy Classes
 5. Approve Purchase of Public Address (PA) System and Cabling
 6. Approval to Purchase Ti Law Enforcement Training Simulator for Eastern Hills High School Law Enforcement Program
 7. Approval to Purchase 12 Position Save 911 Training System for Eastern Hills High School Law Enforcement Program
 8. Approve Purchase of Secondary Health Education Materials
 9. Approve 2019 Advanced Placement Exam Fees
- B. Approve Region 11 Education Service Center Interlocal Agreement for District Mentor Extra-Duty Stipend Payment
- C. Approve Recommendations for the Adoption of New Instructional Materials for Kindergarten through Eighth Grade Called for Under State Proclamation 2019
- D. Approve Memorandum of Understanding with YMCA of Metropolitan Fort Worth to Pass-Through Average Daily Attendance (ADA)
- E. Approve First Reading-Revision to Board Policy DHE(LOCAL)
- F. Amend the Previously Approved Board Item for a Budget Amendment and Budget Increase for Bid Package 017 Tanglewood Elementary School (RFP 15-036) in the 2013 Capital Improvement Program
- G. Closeout of the Contract with RJM Contractors for Rosemont Middle School and Rosemont 6th Grade, Bid Package 059 (RFCSP #17-006) and Authorization of Final Payment in the 2013 Capital Improvement Program

H. Approval of Minutes of the January 14, 2019 Citizens' Oversight Committee Meeting for the 2013 Capital Improvement Program

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

The meeting was recessed at 7:38 p.m.

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

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

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

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

12. ACCEPT CONSENT AGENDA

Motion was made by Christene Moss, seconded by Anael Luebanos, to approve CONSENT AGENDA WITH THE EXCEPTION OF ITEM 8.A.5., WHICH WAS PULLED BY STAFF.

The motion was unanimously approved.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

No items were removed.

B. Personnel

14. ACTION AGENDA ITEMS

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

- 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 Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Take Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, in the Best Interests of the District Pursuant to Chapter 21 of the Texas Education Code
- E. Approve the Alice Carlson, Early College and Jo Kelly Calendars for the 2019-2020 School Year

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve Alice Carlson, Early College and Jo Kelly Calendars for the 2019-2020 School Year.

The motion was unanimously approved.

- F. Approve the Naming of Overton Park Elementary.

Motion was made by Judy Needham, seconded by Norman Robbins, to approve the Naming of Overton Park Elementary.

The motion was unanimously approved.

- G. Approve Food Service Management Contract Contingent Upon Review and Final Approval by the Texas Department of Agriculture

Trustee Luebanos made a substitute motion accepting the contract with two amendments. After some discussion, President Jackson recommended the Board recess at 8:50 p.m. for legal advice in closed session.

The Board returned to open session at 9:29 p.m. and Attorney, Heather Castillo, provided clarification, that the substitute motion that Mr. Luebanos made earlier, is being withdrawn. Therefore, the original motion, as presented by staff is what is being voted on.

Motion was made by Ann Sutherland, seconded by Anael Luebanos, to approve Food Service Management Contract Contingent Upon Review and Final Approval by the Texas Department of Agriculture.

The motion was unanimously approved.

Dr. Scribner gave comments regarding this item.

- H. Approve Resolution to Support and Protect Racial Equity Conversations

Before this item was voted on, Trustee Ramos requested the resolution be read. Therefore, Trustee Moss read the resolution.

Motion was made by Jacinto Ramos, seconded by Christene Moss, to approve a Resolution to Support and Protect Racial Equity Conversations.

The motion was unanimously approved.

- I. Consider the Level III Grievances of Richard Franklin (convene in closed session, if necessary)

(This grievance was not heard.)

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

- J. Consider the Level III Grievances of Sharon Johnson (convene in closed session, if necessary)

(This grievance was not heard.)

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

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

Christene Moss

16. ADJOURN

The meeting was adjourned at 9:10 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
May 21, 2019**

TOPIC: APPROVE PURCHASE OF MARCHING BAND UNIFORMS FOR DUNBAR HIGH SCHOOL, POLYTECHNIC HIGH SCHOOL AND CARTER-RIVERSIDE HIGH SCHOOL FROM THE 2013 CIP BOND FUNDS

BACKGROUND:

Consistent with Board policy, a TASB Buyboard vendor quote was requested to purchase 96 marching band uniforms for Dunbar High School, 96 marching band uniforms for Polytechnic High School and 126 marching band uniforms for Carter-Riverside High School. The recommended purchase is included in the supporting document. The cost estimate of the uniforms is \$63,893.44 for Dunbar, \$69,043.92 for Polytechnic, and \$92,051.52 for Carter-Riverside and will be from the 2013 CIP Bond Funds. This is a scheduled 7-8 year rotation replacement purchase of uniforms for each FWISD high school marching band.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Marching Band Uniforms for Dunbar High School, Polytechnic High School and Carter-Riverside High School from the 2013 CIP Bond Funds
2. Decline to Approve Purchase of Marching Band Uniforms for Dunbar High School, Polytechnic High School and Carter-Riverside High School from the 2013 CIP Bond Funds
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Marching Band Uniforms for Dunbar High School, Polytechnic High School and Carter-Riverside High School from the 2013 CIP Bond Funds

FUNDING SOURCE

Additional Details

2013 CIP

683.36.6399.058.XXX.99.000.000000

COST:

\$224,988.88

VENDOR:

Fruhauf Uniforms, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 507-16. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Dunbar High School Band
Polytechnic High School Band
Carter-Riverside High School Band

RATIONALE:

This item is for replacement of aging uniforms. Since 2015, high school bands have been on a designated rotation list to purchase new uniforms. The recommended uniform company is very thorough and very reputable. The participating directors and principals from each school have had major input on the design, type of fabric, particular details and cut. We have reviewed the drawings and the quality of provided uniform samples. FWISD has used this company in previous purchases for Southwest, North Side, Eastern Hills, O.D. Wyatt, Diamond Hill-Jarvis, Trimble Tech and Western Hills. Projected life of the use of these quality uniforms is 7-8 years. Instrumental Music recommends the purchase of 96 full uniforms for Dunbar HS, 96 uniforms for Polytechnic HS and 126 full uniforms for Carter-Riverside HS from the vendor Fruhauf Uniforms, Inc.

INFORMATION SOURCE:

Charles Carroll
Christina Walk
Dick Clardy

Fruhauf Uniforms, Inc. • 800 E. Gilbert • Wichita, KS 67211 • 316-263-7500 • FAX Sales:316-263-5550 Purchasing:316-263-4111 • sales@fruhauf.com
ORDER TYPE

Quote

Sales Order Number: 19-S51284

Quote Number:

By: Mr. Chris Walls

Cust. Phone: (817) 815-3000

Cust.FAX:

**Original Family Owned and Operated
Manufacturers of Band Uniforms for Over 100
Years**

Sold To: Cust. Lookup: **19B-17488**
Mr. David Rhone
Dunbar Hs
5700 Ramey Ave.
Fort Worth, TX 76112

Ship To:
Mr. David Rhone
Dunbar Hs
5700 Ramey Ave.
Fort Worth, TX 76112

Special Notes: Price per unit is \$655.74 ea. This quote is valid for a Co-op purchase.

This Quote is good for 60 days from the date above

DATE	TERMS	F.O.B.	P.O. Number	SHIP VIA	WEIGHT		
5/6/2019	NET 30 Days	Fort Worth, TX		Ground	0 lbs 0 oz		
QTY	ITEM	Size	Color	DESCRIPTION	ETA	PRICE	AMOUNT
90				REGULAR BAND COAT		\$233.36	\$21,002.40
90				REGULAR BAND BIBBERS		\$96.55	\$8,689.50
90				REGULAR BAND CAPE		\$43.72	\$3,934.80
90		S		REGULAR BAND SHAKO		\$66.36	\$5,972.40
90		A		REGULAR BAND TUF TOTE		\$10.74	\$966.60
96		A		REGULAR BAND HANGER		\$0.00	\$0.00
90		REP		REGULAR BAND PLUME - REP		\$15.29	\$1,376.10
90		REP		REG BAND GARMENT BAG - REP		\$20.40	\$1,836.00
90		REP		REG BAND RAIN PONCHO-REP		\$33.43	\$3,008.70
2		REP		PLUME CASE - REP SUPPLY		\$67.76	\$135.52
3				DRUM MAJOR COAT #1		\$404.01	\$1,212.03
3				DRUM MAJOR BIBBERS #1		\$130.41	\$391.23
3		A		DM PR. EPAULETTES #1		\$66.48	\$199.44
3				DRUM MAJOR COAT #2		\$404.01	\$1,212.03
3				DRUM MAJOR BIBBERS #2		\$130.41	\$391.23
3		A		DM PR. EPAULETTES #2		\$66.48	\$199.44
6				DRUM MAJOR CAPE		\$43.72	\$262.32
6		S		DRUM MAJOR BUSBY		\$145.75	\$874.50
90				REGULAR BAND BREASTPLATES		\$135.88	\$12,229.20

Delivery is 120-165 . Days after receipt of Purchase Order or Deposit, Measurements, Sample, On a new set of uniforms a Sample Approval is also Required.

A 4% convenience fee will be added to all credit card and purchasing card orders. If taxes are applicable, add to total.

Thank you for your order! We appreciate your business, and hope you will tell others about our company.
Customer Service

Thank You!

Subtotal: \$63,893.44

Sales Tax: \$0.00

Total: \$63,893.44

PrePayments Received

Balance Due \$63,893.44

Fruhauf Uniforms, Inc. • 800 E. Gilbert • Wichita, KS 67211 • 316-263-7500 • FAX Sales:316-263-5550 Purchasing:316-263-4111 • sales@fruhauf.com

Quote

ORDER TYPE

Sales Order Number: 19-S51260

Quote Number:

By: Mr. Chris Walls

**Original Family Owned and Operated
Manufacturers of Band Uniforms for Over 100
Years**

Cust. Phone:

Cust.FAX:

Sold To: Cust. Lookup: 17B-16727
Mr. Cody Haddock
Carter Riverside HS
3301 Yucca
Fort Worth, TX 76111

Ship To:
Mr. Cody Haddock
Carter Riverside HS
3301 Yucca
Fort Worth, TX 76111

Special Notes: Unit price is \$729.56 ea. This quote is valid for Co-op.

This Quote is good for 60 days from the date above

DATE	TERMS	F.O.B.	P.O. Number	SHIP VIA	WEIGHT		
5/6/2019	NET 30 Days	Fort Worth, TX		Ground	0 lbs 0 oz		
QTY	ITEM	Size	Color	DESCRIPTION	ETA	PRICE	AMOUNT
126				REG. BAND COAT		\$215.21	\$27,116.46
126				REG BAND BIBBERS		\$98.87	\$12,457.62
126				REG BAND DROP/TAIL		\$57.11	\$7,195.86
126			S	REG BAND SHAKO		\$65.97	\$8,312.22
126			S	REG BAND REV.HAT WRAP		\$26.66	\$3,359.16
126			S	RB PR. GAUNTLETS-NOT REV.		\$40.00	\$5,040.00
126			A	HANGER W/SEP BAR		\$0.00	\$0.00
126			A	TUF TOTE		\$10.75	\$1,354.50
1			A	PLUME TOTE		\$240.36	\$240.36
126			REP	PLUME - REP SUPPLY		\$22.50	\$2,835.00
126			REP	GARMENT BAG - REP SUPPLY		\$19.95	\$2,513.70
126			REP	RAIN PONCHO - REP SUPPLY		\$33.95	\$4,277.70
126				REGULAR BAND BREASTPLATE		\$137.69	\$17,348.94

Delivery is 120-165 . Days after receipt of Purchase Order or Deposit, Measurements, Sample, On a new set of uniforms a Sample Approval is also Required.

A 4% convenience fee will be added to all credit card and purchasing card orders. If taxes are applicable, add to total.

*Thank you for your order! We appreciate your business, and hope you will tell others about our company.
Customer Service*

Thank You!

Subtotal: \$92,051.52

Sales Tax: \$0.00

Total: \$92,051.52

PrePayments Received

Balance Due \$92,051.52

Fruhauf Uniforms, Inc. • 800 E. Gilbert • Wichita, KS 67211 • 316-263-7500 • FAX Sales:316-263-5550 Purchasing:316-263-4111 • sales@fruhauf.com
ORDER TYPE

Quote

Sales Order Number: 19-S51248

Quote Number:

By: Mr. Chris Walls

**Original Family Owned and Operated
 Manufacturers of Band Uniforms for Over 100
 Years**

Cust. Phone:

Cust.FAX:

Sold To: Cust. Lookup: **19B-17485**
 Ms. Amanda Stewart
 Polytechnic HS
 1300 Conner Street
 Fort Worth, TX 76105

Ship To:
 Ms. Amanda Stewart
 Polytechnic HS
 1300 Conner Street
 Fort Worth, TX 76105

Special Notes: Price per unit is \$716.04 ea. This quote is valid for a Co-op.

This Quote is good for 60 days from the date above

DATE	TERMS	F.O.B.	P.O. Number	SHIP VIA	WEIGHT		
5/6/2019	NET 30 Days	Fort Worth, TX		Ground	0 lbs 0 oz		
QTY	ITEM	Size	Color	DESCRIPTION	ETA	PRICE	AMOUNT
90			S	REGULAR BAND SHAKO WRAP		\$21.60	\$1,944.00
90			S	REGULAR BAND SHAKO		\$66.31	\$5,967.90
90				REGULAR BAND COAT		\$229.73	\$20,675.70
90				REGULAR BAND BIBBERS		\$92.40	\$8,316.00
90				REGULAR BAND DROP/TAIL		\$41.47	\$3,732.30
90			S	REGULAR BAND PR. GAUNTLETS		\$42.89	\$3,860.10
90			REP	PLUME - REP SUPPLY		\$20.58	\$1,852.20
6			S	DRUM MAJOR SHAKO WRAP		\$21.60	\$129.60
6			S	DRUM MAJOR SHAKO		\$66.31	\$397.86
6				DRUM MAJOR COAT		\$229.73	\$1,378.38
6				DRUM MAJOR BIBBERS		\$92.40	\$554.40
6				DRUM MAJOR DROP/TAIL		\$41.47	\$248.82
6			S	DRUM MAJOR PR. GAUNTLETS		\$42.89	\$257.34
6			REP	DRUM MAJOR PLUME - REP		\$20.58	\$123.48
96			REP	GARMENT BAG - REP SUPPLY		\$19.95	\$1,915.20
96			A	HANGER		\$0.00	\$0.00
96			A	TUF TOTE		\$10.75	\$1,032.00
96			REP	PONCHO-REP SUPPLY		\$32.68	\$3,137.28
2			REP	PLUME CASE - REP SUPPLY		\$81.00	\$162.00
96				REG & DM BREASTPLATES		\$139.16	\$13,359.36

Delivery is 120-165 . Days after receipt of Purchase Order or Deposit, Measurements, Sample, On a new set of uniforms a Sample Approval is also Required.

A 4% convenience fee will be added to all credit card and purchasing card orders. If taxes are applicable, add to total.

*Thank you for your order! We appreciate your business, and hope you will tell others about our company.
 Customer Service*

Thank You!

Subtotal: \$69,043.92

Sales Tax: \$0.00

Total: \$69,043.92

PrePayments Received

Balance Due \$69,043.92



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Refine Your Search:

Vendors

Fruhauf Uniforms, Inc.[X]

Price Range

Show all prices

Category

None Selected

Contract

Uniforms and Accessories [X]

Vendor Name: Fruhauf Uniforms, Inc.

Address: 800 East Gilbert
Wichita, KS 67211

Phone Number: (316) 263-7500

Email: jane@fruhauf.com

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

Federal ID: 48-0505415

Contact: Jane Taylor

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: No

No Excluded Foreign Terrorist Orgs: No

Contract Name: Uniforms and Accessories

Contract#: 507-16

Effective Date: 06/01/2016

Expiration Date: 05/31/2019

Payment Terms: Net 30 days

Delivery Days: 165

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Contract Exceptions: 2% discount with 50% cash deposit in advance or 4% discount with complete

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

Quote Reference Number: 507-16

Return Policy: No returns, all items are custom manufactured

Contract Documents

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

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

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

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

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

Contact us 800.695.2919

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 2019**

TOPIC: APPROVE REPLACEMENT EQUIPMENT PURCHASE FOR THE BOARD OF EDUCATION CONTROL ROOM

BACKGROUND:

A reliable, high-functioning control room is essential to the viewer/audience experience.

Several equipment and technology updates are necessary to bring the Board Control room and live meeting delivery system to a reliable state of operation. The most problematic issues and pieces of technology are now over six years old. The centerpiece of that is the Tricaster video switcher and streaming device. It is running on a non-supported operating system (Windows 7). All video and audio sources run through this before they are broadcast and streamed. This is the top priority and most adversely affects the District's ability to provide consistent live broadcasts and video streams to stakeholders. We have experienced several crashes and hard drive issues over the past two years.

The Crestron touch panels that provide for A/V source and output routing in the board, conference, and control rooms also need software and hardware updates. Panels are too small and difficult to operate. A larger panel will allow for more efficient operation and fewer mistakes.

A larger presentation monitor would replace the one that has begun to flicker when playing videos during meetings. It will also allow staff and audience greater visibility during presentations. The difficult-to-see analog projector in the conference room would be replaced with a digital laser projector to provide a much more effective tool for presentations. Audio sound processors would be replaced with models that offer more flexibility to control audio sources and outputs throughout the rooms and as part of the broadcast.

STRATEGIC GOAL:

Strategic Goal #2: Improve Operational Effectiveness and Efficiency

Strategic Goal #3: Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Copy Replacement Equipment Purchase for the BOE Control Room
2. Decline to Approve Replacement Equipment Purchase for the BOE Control Room
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Replacement Equipment Purchase for the BOE Control Room

FUNDING SOURCE

Additional Details

TRE

198-53-6299-001-999-99-423-000000

COST:

\$73,500

VENDOR:

Digital Resources, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 579-19. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education, Superintendent, Communications

RATIONALE:

To provide all stakeholders with a reliable platform for broadcasting, streaming, and archiving FWISD Board Meetings and other events generated from that location. This purchase will enhance in-person experience of meetings in Board or Conference rooms in addition to those watching off-site.

INFORMATION SOURCE:

Barbara Griffith

Scott Ju Vette

DIGITAL RESOURCES, INC

2107 Greenbriar - Suite B - Southlake, TX 76092
 Ph: 817-481-9300 Fx: 817-488-0595 www.digitalresources.com

QUOTE

All System Quotes Are Estimates Only Until Final Scope of Work And Engineering Design Is Approved

Quote # AAAQ21354-D
Date 04/25/19
Valid for 30 Days
Sales Rep. Nanette Cook
Mobile #. 817-980-2336
ncook@digitalresources.com

Quote To:

Fort Worth Independent School District
 Scott JuVette
 3150 McCart Avenue
 Fort Worth, TX 76110
 United States

Ship To:

Fort Worth Independent School District
 Scott JuVette
 3150 McCart Avenue
 Fort Worth, TX 76110
 United States

(817) 814-3357

scott.juvette@fwisd.org

(817) 814-3357

scott.juvette@fwisd.org

Ship Via: Installation
Payment Terms: NET 30
Delivery Terms: FOB Destination

Here is the quote you requested.

Item	Qty	MFR	Description	Unit Price	Ext. Price
1			State of Texas Historically Underutilized Business (HUB) Certificate/VID Number: 1731596678200 File/Vendor Number: 49129 Approval Date: 27-Feb-2018 Scheduled Expiration Date: 08-May-2020		
2					
3			Women Business Enterprise National Certification Number: 2005124528 49129 Certification Granted: May 8, 2014 Expiration Date: May 8, 2020		
4					
5			TIPS Contract Number: 171001 Contract Expiration Date: 12/18/2020 Contract Type: Audio Visual Equipment, Supplies and Services		
6					
7			Buy Board Contract Number: 579-19 Contract Expiration Date: 12/31/2019 Commodity: Technology Equipment, Products, Services and Software		
8					
9					

Itm	Qty	MFR	Description	Unit Price	Ext. Price
10					
11			BOARDROOM UPGRADE & CONTROL ROOM rv3		
12					
13			Tricaster with Trade-In		
14		NewTek	<p>TriCaster TC1 is a complete, cost-effective production solution that takes advantage of the industry's leading software-driven video technology and modern networking to provide users with advanced capabilities and future-proof production for the new video reality, while sustaining their proven workflows and leveraging their existing equipment and infrastructure.</p> <ul style="list-style-type: none"> •NewTek TriCaster TC1 2RU Live Production System •NewTek TC1LP Large Control Panel •NewTek NC1 Studio I/O Module <p>NewTek has announced TriCaster® TC1, the culmination of more than a decade of IP video experience for multi-camera live production, with uncompromising support for 4K UHD switching, live streaming, recording, data-driven graphics, virtual sets, social media publishing and more. Continuing innovation around the iconic product that has defined an industry, TriCaster TC1 supports 16 external inputs of up to 4K UHD 60p resolution without sacrificing functionality. Powered by NewTek's NDI™ technology for IP-based workflows, TriCaster TC1 also offers multiple studio-grade Skype TX channels for adding remote video guests to live shows.</p> <p>Complete Production Produce amazing content with hundreds of advanced production capabilities for video switching, playback, mix effects, graphics, audio mixing, virtual sets, and more.</p> <p>4K UHD 60p Capable Deliver an immersive viewing experience for programs, performances, events, and sports with native support for true 4K Ultra HD resolution at 60 frames per second.</p> <p>Native IP Processing Present your video as it was meant to be seen with NewTek's software-driven processing maintaining native resolution of every signal from input to output.</p> <p>Multi-Source Video Mixing Create compelling content using any combination of compatible SDI and IP video sources, including local and remote cameras, mobile devices, Skype video calls, computers, streaming media, video files, graphics, and more.</p> <p>Multi-Destination Delivery Produce content for any screen or schedule, with SDI and IP live output, multi-channel recording, multi-platform live streaming, social media publishing, and more.</p> <p>NC1 Studio I/O Module •8 x configurable video channels</p>	\$34,995.00	\$34,995.00

Itm	Qty	MFR	Description	Unit Price	Ext. Price
15			<ul style="list-style-type: none"> •SDI I/O with NDI® video translation •Support for quad-link 4K UHD and 3G-SDI •Low-profile 1RU chassis with redundant power TC1 is 4IN/4OUT SDI. We add the NC1I/O in the bundle to give it another 4IN/4OUT over 1GigE network. The trade in is for the Tricaster + control surface.		
16		NewTek	Trade-in Credit for: 4RU Rackmount TriCaster System w/CS	-\$4,500.00	-\$4,500.00
17		NewTek	Intermediate Tricaster Training - Via remote access, this 3.5-hour training will cover additional features and functions of the Tricaster. Topics covered will include Mix/Effects, Virtual Sets, Custom Transitions, Camera Source/Program Recording, and Streaming essentials. This course can be customized to meet the specific requirements of your staff	\$799.00	\$799.00
18					
19			Display		
20	1	NEC	LCD Display - 98 Inch - 3840 x 2160 - 350nits - 1,300 : 1 - 8 Ms - DisplayPort HDMI 4k	\$9,150.00	\$9,150.00
21	1	CHIEF	Micro-Adjust Tilt Wall Mount X-Large	\$257.00	\$257.00
22					
23			Crestron Control Room Touch Panel		
24	1	ELO	iTouch 22-inch HD Widescreen SAW LED Touchscreen Monitor	\$577.00	\$577.00
25	1	Crestron	Digital Graphics Engine 100	\$1,250.00	\$1,250.00
26	1	CHIEF	K1 DESK MNT SINGLE DISPLAY 3L ARM BLK	\$217.00	\$217.00
27					
28			DSP Upgrade		
29	2	BIAMP Systems	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 of AVB, Acoustic Echo Cancellation (AEC) technology (all 12 inputs), 2 channel VoIP and standard FXO telephone interface	\$2,497.00	\$4,994.00
30					
31			Projector for Pre-Council room		
32	1	Sony	5,000 lumens WUXGA laser light source projector White with 5 year warranty use OFE mount	\$3,113.00	\$3,113.00
33					
34					

Item	Qty	MFR	Description	Unit Price	Ext. Price
35	1	DRI	Cables, Connectors, and Misc Installation Hardware	\$500.00	\$500.00
36					
37			CONTROL & AUDIO PROGRAMMING		
38		DRI	Custom Control System Programming	\$2,750.00	\$2,750.00
39		DRI	Programming of new DSP	\$3,800.00	\$3,800.00
40					
41	1	DRI	Contingency	\$3,500.00	\$3,500.00
42					
43	1		Engineering, Labor, and Integration Services	\$11,723.00	\$11,723.00

Item	Qty	MFR	Description	Unit Price	Ext. Price
<i>NOTE: Orders with Labor and or Integration Services will NOT be approved or processed without customer approval of our Final Scope of Work and Engineering Services included in the approved order.</i>				SubTotal	\$73,125.00
				Sales Tax	\$0.00
				Shipping	\$375.00
				Total	\$73,500.00
				Deposit	\$0.00
				New Balance Total	\$73,500.00

If paying by Credit Card, a separate 3% credit card processing fee will apply. All charges are exclusive of shipping, handling, and any federal, state and local sales taxes and tax-related surcharges, which Customer agrees to pay; provided that in the event Customer provides Digital Resources (DRI) with a tax exemption certificate, DRI agrees to exempt Customer in accordance with law, effective on the date the exemption certificate is received by DRI. All Terms of this sale will be solely based on Digital Resources standard Terms and Conditions.

PROJECT SUMMARY:

Please contact me if I can be of further assistance.

Work Delays:

This proposal for installation work has been estimated by working in a continuous manner, free from debris from other trades or delays preventing work during normal business hours. If DRI work under this proposal is interrupted by no fault of DRI, then a Minimum \$500 per incident, rescheduling fee will apply. DRI will make every effort to accommodate where applicable.

Warranty:

Digital Resources certified system installation work carries a 1 year on-site workmanship guarantee. All new equipment provided will have a 1 year minimum manufacturer warranty. DRI will provide free telephone support and will have a 48 hour response on service requests. Warranty service will cover the repair or replacement of equipment that is equal to or equivalent loaner equipment where applicable. Any product defects and or failures will be subject to the specific manufacturer's warranty repair or replacement policy, which may or may not include the cost of on-site service labor. If the field engineer/technician determines that the defect is not relative to failed physical workmanship of the installation provided by DRI, standard service rates may be applied and billed accordingly. On-site labor to inspect, trouble shoot, remove and install faulty equipment is not included under the warranty and is subject to standard DRI service rates. All freight charges to return warranty repairs and/or returns will be billed accordingly.

Digital Resources strives to offer excellent service and support. Please see our company representative for information on additional service level agreement options.

Reference Quote # AAAQ21354-D Client PO#: _____ Print Name: _____ Title: _____
 Deposit Required \$0.00 Date: _____ Authorized Signature: _____

CUSTOMER ORDER APPROVAL: Please sign above as an authorized agent approving the products and services proposed. By Signing OR Emailing your approval, you agree to Digital Resources standard terms and conditions, along with the conditions set forth as written in this proposal. Partial Shipments will be shipped and invoiced unless noted otherwise. Taxes and Shipping charges will be invoiced separately. Final Scope of Work and Engineering may provide for a change in fee's or services which you agree to upon approving this order.

* Purchase will be taxable according to state/local tax laws for point of delivery. Unless information is completed below.
 NO _____ Tax ID # _____ (A Sales tax Exempt Form Must Be On File)

Fax this Signature Page to 817-488-0595 or Email to: orders@digitalresources.com

Thank you for your business!



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Digital Resources Inc.[X]

Price Range

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Category

None Selected

Contract

None selected

Vendor Name: Digital Resources Inc.
Address: 2107 Greenbriar Drive, Suite B
 Southlake, TX 76092
Phone Number: (817) 481-9300
Extension: 210
Email: orders@digitalresources.com
Website: <http://www.digitalresources.com>
Federal ID: 73-1596678
Contact: Wendy Bock

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

Service-Disabled Veteran Owned: No

Certificate Number: 1731596678200

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

EDGAR Forms Received: Yes

No Israel Boycott Certificate: Yes

No Excluded Foreign Terrorist Orgs: Yes

Contract Name: Technology Equipment, Products, Services and Software

Contract#: 579-19

Effective Date: 01/01/2019

Expiration Date: 12/31/2021

Payment Terms: Net 30 days

Delivery Days: 7

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: Oklahoma, Texas

Quote Reference Number: 579-19

Return Policy: Restocking fee may apply

Contract Documents

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

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

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

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

Contact us 800.695.2919

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 2019**

TOPIC: APPROVE THE CONTRACT BETWEEN TEACHING TRUST AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

The purpose of this agenda item is to approve the contract between Teaching Trust and Fort Worth Independent School District. Teaching Trust was founded in 2010 as a North Texas based leadership development organization working to build essential school leadership capacity at multiple levels, with the ultimate goal of eliminating the opportunity gap and crating life-changing outcomes for low-income students and students of color. Teaching Trust trains, develops, and supports principals, principal managers, school leadership teams, and teacher leaders to drive sustained, significant school improvement. Teaching Trust will also work in close partnership with district leadership to ensure that the work with schools and leaders is aligned with district priorities. The alignment will effectively address critical needs, amplify existing improvement initiatives and efforts, and ultimately, accelerate significant, sustained impact. This partnership was a key component of the Leadership Academy strategy.

STRATEGIC GOAL:

Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve the contract between Teaching Trust and Fort Worth Independent School District.

FUNDING SOURCE

Special Revenue	<i>Additional Details</i>
211-13-6299-0TZ-117-24-416-000000-19F09	\$260,000.00
211-13-6299-0TZ-124-24-416-000000-19F09	\$260,000.00
211-13-6299-0TZ-129-24-347-000000-19F09	\$260,000.00

211-13-6299-0TZ-144-24-347-000000- 19F09 \$260,000.00
211-13-6299-0TZ-045-24-347-000000- 19F09 \$260,000.00

COST:

1,300,000.00

VENDOR:

Teaching Trust

PURCHASING MECHANISM

Sole Source

This purchase is a required component of the grant, is entirely grant-funded, and is approved by Texas Education Agency. See the Attached contract.

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

ARTICIPATING SCHOOL/DEPARTMENTS

29 Campuses under the Innovation and Transformation. Which includes the following campuses:

- #111 Carter Park ES
- #117 Leadership Academy @ Como ES
- #124 Leadership Academy @ Maude Logan ES
- #126 East Handley ES
- #127 Christene C. Moss ES
- #129 Leadership Academy @ John T. White ES
- #134 Greenbriar ES
- #139 Milton L. Kirkpatrick ES
- #144 Leadership Academy @ Mitchell Blvd. ES
- #153 A. M. Pate ES
- #160 M. M. Walton ES
- #165 Richard J. Wilson ES
- #166 Sam Rosen ES
- #167 South Hills ES
- #177 Westcliff ES

#186 David K. Sellars ES
#188 Atwood McDonald ES
#216 Woodway ES
#227 Dolores Huerta ES
#042 Daggett EM MS
#045 Leadership Academy @ Forest Oak MS
#048 William James MS
#049 Kirkpatrick MS
#051 Meacham MS
#053 William Monnig MS
#059 J. Martin Jacquet MS
#064 Glencrest 6th Grade
#009 Polytechnic HS
#016 O. D. Wyatt HS

RATIONALE:

Teaching Trust will provide an intensive programming scope that builds critical leadership capacity through intensive training as part of the Leadership Teams program (Leadership Teams). Leadership Teams prepares school leaders and their teams to realize their vision of an aspirational school culture and create a robust plan for campus-wide improvement. The approach is a blend of focused, high-impact professional development intensive practice and reflection for Principals their leadership team, along with targeted support for Executive Directors to ensure and drive greater alignment. A select set of Leadership Teams graduates (campuses who have successfully completed both years of the program; Leadership Academies) will share best practices and learn with other schools to broaden and deepen impact across the district.

INFORMATION SOURCE:

Charles Carroll
Cherie Washington
Raul Pena
David Saenz
Susan Hernandez



FORT WORTH ISD AND TEACHING TRUST LEADERSHIP TEAMS PROGRAM
SCHOOL YEAR 2019-20 PROPOSAL

March 2019

EXECUTIVE SUMMARY

Founded in 2010, Teaching Trust is a North Texas based leadership development organization working to build essential school leadership capacity at multiple levels, with the ultimate goal of eliminating the opportunity gap & creating life-changing outcomes for low-income students and students of color. We train, develop, and support principals, principal managers, school leadership teams, and teacher leaders to drive sustained, significant school improvement. We also work in close partnership with district leadership to ensure our work with schools and leaders is aligned with district priorities and approach, effectively addresses critical needs, amplifies existing improvement initiatives and efforts, and ultimately, accelerates significant, sustained impact. We believe this requires the development of strategic, visionary leadership at multiple levels within schools and school systems to engage and lead accountable, collaborative teams. These teams ensure schools have high quality teaching, learning, and aspirational cultures, which are necessary to provide a high quality education for the students we serve.

We are proud of the growing evidence of impact and demonstrated effectiveness of our programming taking place on Teaching Trust-supported campuses. A recent analysis conducted by Boston Consulting Group identified that roughly two-thirds of all schools led by Teaching Trust Leadership Teams are closing academic proficiency gaps faster than their peers. We are even more encouraged by evidence of gains sustaining and accelerating over time. For example, BCG's data shows that after three years with a Teaching Trust team in place, performance improves significantly with 71% of Teaching Trust schools appearing in the top two quartiles for gap closure when compared to a demographically similar peer set. Additionally, Teaching Trust trained leaders have helped partner districts outpace the state average in academic proficiency gains. There is clear evidence that our collaborative approach is leading to positive outcomes for students and schools and we are proud to be a part of the success story of the fastest improving urban school districts in the state.

Following our first partnership year, six FWISD campuses exited Improvement Required status while participating in the Leadership Teams program. Among these success stories, we are particularly proud of John T. White, a campus that experienced double digit gains within its selected impact grade for all performance bands (Approaches, Meets, and Masters) in both reading and math by the first exam administration during the 2017-18 school year. We are committed to driving impact across the district for the 30 campuses we currently serve and aspire to equip more leadership teams with the tools to help prepare 86,000+ Fort Worth ISD students for success in college, career, and community leadership.



PROGRAMMING OVERVIEW

We propose a two-year intensive programming scope that builds critical leadership capacity through intensive training as part of the Leadership Teams program (Leadership Teams). Leadership Teams prepares school leaders and their teams to realize their vision of an aspirational school culture and create a robust plan for campus-wide improvement. Our approach is a blend of focused, high-impact professional development, intensive practice and reflection for Principals their leadership team, along with targeted support for Executive Directors to ensure and drive greater alignment.

Leadership Teams is a school leadership development program focused on providing exposure to and experience with foundational content and concepts focused on the development of strong campus leadership teams. The program consists of practice-based training and workshops along with on-campus coaching to implement high leverage professional practices proven to accelerate student learning. Professional development sessions are created with a targeted focus on specific content areas based on district needs and preferences and features a deep dive into four priority areas: Data Practices, Culture, Instruction, and Team Effectiveness. In addition, campus teams receive feedback and guidance from Teaching Trust coaches to develop and implement their campus “Plan for Change,” which they create as a programmatic capstone.

In addition to the two year arc of Leadership Teams, we propose training of a select set of Leadership Teams graduates (campuses who have successfully completed both years of the program) to share best practices and learning with other schools to broaden and deepen impact across the district. Given the encouraging improvement of the Leadership Academies, we recommend launching alumni-led peer learning support to begin with the Leadership Teams graduates presently working on these campuses. This approach would leverage principal and team-member expertise in the implementation of key practices and would be custom developed in collaboration with the district. We present two options for supporting these graduates within the proposal below. We are confident that this peer-led approach will bolster the capacity of the Leadership Academies while scaling impact and strengthening campuses across the district.



PROGRAMMING RECOMMENDATIONS

In this proposal, we present three options for Teaching Trust’s potential scope of work with Fort Worth ISD for the district’s consideration. The three options reflect price points at \$1.3M, \$1.4M, and \$1.5M.

We wish to call attention to three aspects of the proposal in which the district has expressed particular interest.

- 1) **SECOND YEAR OF PROGRAMMING:** We recommend making participation in the second year of programming available to all schools currently participating in the first year of programming.
- 2) **SUPPORT FOR SECONDARY SCHOOLS:** We highlight Teaching Trust’s capability and demonstrated effectiveness working with and supporting school improvement at the secondary level.
- 3) **PEER LEADERSHIP & ONGOING LEARNING FOR LEADERSHIP ACADEMIES:** We propose “Limited” and “Expanded” ongoing learning options for Leadership Academies that have completed two years of Teaching Trust programming.

SECOND YEAR OF PROGRAMMING: It is Teaching Trust’s recommendation that the second year of programming be made available to all campuses currently participating in the first year of programming. We consider Leadership Teams to be a two-year commitment in which practices are built on and further developed from the first year to the second. While each campus is at a different stage of readiness, we believe that all 14 campuses currently participating in the first year of programming are well-positioned to benefit from the second year of programming. The rationale for this recommendation is as follows:

- **TRUST:** We believe it would potentially erode trust and have negative implications at the campus level to not allow these 14 campuses to participate in the second year of programming. The expectation of participation has been communicated throughout the school year and last year we experienced the negative impact of inconsistent messaging regarding second year participation. We aim to be clear, consistent, and aligned with the district in communicating expectations to campuses.
- **BOLSTERING IMPACT:** During the first year of programming, campuses focus on a single impact grade, which enables more targeted and effective implementation of and support for new practices. In the second year of the program, Teaching Trust focuses on supporting school leadership teams in implementing essential practices school-wide. As such, schools not participating in the second year of programming would not experience the training, support, or guidance that are critical to leading school-wide implementation with a high degree of fidelity.
- **CUSTOMIZED SUPPORT:** The content and programming provided during the second year is not static nor is it monolithic in nature. Each campus team and school leader receives individualized coaching and support focused on personal leadership and school-wide implementation of key practices. Teaching Trust’s experienced staff leverage their experience to ensure their coaching and support are tailored to the needs of the individual campuses with which they work. Additionally, we continuously review and enhance our programming based on direct experience with schools. We seek out and leverage feedback from our partners to improve our offerings and to drive maximum impact for the campuses we serve.
- **EVIDENCE OF IMPACT:** The vast majority of campuses that experience two years of Teaching Trust programming are closing performance gaps outperforming state growth in both math and reading. 100% of campuses completing two years of Teaching Trust programming outperformed the state in reading/meets growth and 75% outperformed the state in math/meets growth. Research indicates that sustainable school improvement takes at least three years, and we believe that supporting campuses with a second year of programming significantly aids the implementation of practices introduced during the first year of programming. At the conclusion of the second year of programming, campus teams have developed their own “playbook” which helps position them for long-term success.



NOTE: There have been exceptional situations in which we recommended that a specific campus not participate in the second year of the program. We consider a major change at a campus (i.e., closure, consolidation, leadership team transition) to be a viable reason for not participating in the second year of programming. We request that decisions regarding participation be made jointly and in consultation with Teaching Trust.

SUPPORT FOR SECONDARY SCHOOLS: Our team is not only capable, but has demonstrated effectiveness in working with and supporting school improvement at the secondary level. Evidence supporting this claim includes the following:

- **EVIDENCE OF PROGRESS:** We have witnessed encouraging improvement in secondary campuses we have worked with in Fort Worth ISD - namely Benbrook Middle/High and the Leadership Academy at Forest Oak. These campuses saw cohort and/or year-over-year growth in their impact grades in *both* math and reading. This improvement is largely attributed to leader buy-in and team sustainability to set the foundation in the first year, providing a clear runway for success in the second year of programming.
- **STAFF EXPERIENCE:** Teaching Trust has intentionally invested resources over the past two years in increasing the number of team members with experience at the secondary level. Currently, 50% of Teaching Trust's coaching staff have secondary school leadership experience. Additionally, we are actively working to increase the number of team members with secondary school experience, and currently have a number of high-quality candidates with middle and high school leadership experience advancing in our hiring process.
- **COLLABORATION:** We work in concert with the secondary Executive Directors and school leaders to ensure support is tailored to the unique needs of secondary campuses. Examples include: support with calendaring, strategic planning and scheduling, designing academic and school culture practices that are MS/HS focused, reconfiguring templates to ensure relevance and ease of use at the secondary level, and data analysis support at the teacher-, cohort-, and campus-level.

PEER LEADERSHIP & ONGOING LEARNING FOR LEADERSHIP ACADEMIES:

The three options include different levels of training and support in the 2019-20 school year for Leadership Academies that have experienced two years of Teaching Trust programming. The two levels are as follows:

- **LIMITED PROGRAMMING:** Examples of potential programming could include leaders from Leadership Academies serving as peer leaders for Fort Worth ISD campuses participating in the leadership teams program, guided visits to high-performing campuses, and access to a library of resources (e.g., exemplary practice videos, tools, and templates). Limited programming would not include the creation of new training or materials.
- **EXPANDED PROGRAMMING:** Expanded programming would be a more substantive approach in which Teaching Trust would allocate additional staffing and training resources to build out a more robust offering. Examples of potential programming could include training tailored to school and district need, guided visits to high performing campuses, side-by-side coaching, practice and implementation sessions, training additional staff at Leadership Academies, and access to a library of exemplary practice videos, tools, and templates.

PRIORITY AREAS FOR SCHOOL YEAR 2019-2020

Leadership Teams programming focuses on specific priority areas which will be the primary focus for program participants over the course of the the two-year programming scope.

Priority Area	Content Areas	Deliverables
Personal Leadership	<ul style="list-style-type: none"> ● DiSC style and your impact ● Your Vision and Values ● Instructional Vision for Reading and Math ● Prioritized time for planning good first instruction and responding to gaps in student learning ● Team Leadership 	<ol style="list-style-type: none"> 1. School vision statement 2. 3-5 school core values 3. Core values operationalized 4. Instructional block for math and reading 5. Weekly meeting structure 6. Roles/responsibilities for Leadership Team 7. Role of the teacher leader
Weekly Data Meetings	<ul style="list-style-type: none"> ● Content ● Building WDM into your schedule ● Implementing/leading with trust and influence ● Accountability structure 	<ol style="list-style-type: none"> 1. Data Practices systems one-pager 2. Monthly Map for WDM 3. Rolled out PD and Plan for implementation 4. WDM protocol 5. Assignment of ownership for leading WDM and monitoring reteach
Culture Routines	<ul style="list-style-type: none"> ● Arrival ● First Transition ● Student actions ● Teacher actions 	<ol style="list-style-type: none"> 1. Classroom entry routine one-pager 2. Roll out PD and Plan for implementation 3. Assignment of ownership for rollout and assigned LT to grades for monitoring 4. Rubric/checklist with teacher and student actions
Weekly Planning Meetings	<ul style="list-style-type: none"> ● Instructional Planning Calendar ● Build/review Know Show ● LO/DOL/MOL development ● Select Independent Practice and determine cadence ● Intro to new material ● Lesson alignment 	<ol style="list-style-type: none"> 1. Weekly Planning meetings systems one-pager 2. Monthly Map for Weekly Planning meetings 3. Roll out PD and Plan for implementation 4. WPM protocol 5. Assignment of ownership for leading WPM and monitoring deliverables
Observation and Feedback	<ul style="list-style-type: none"> ● Content ● Lesson alignment ● Real Time Feedback and face-to-face protocol ● Implementing/leading with trust and influence ● Accountability structure 	<ol style="list-style-type: none"> 1. Leadership Team assigned and communicated to teachers 2. Aggressive monitoring and school culture rubric 3. Monthly Map for Obs/feedback 4. Roll out PD and Plan for implementation 5. Real-time feedback protocol 6. Face-to-face protocol



Aggressive Monitoring	<ul style="list-style-type: none"> ● Content ● Implementing/leading with trust and influence ● Accountability structure 	<ol style="list-style-type: none"> 1. Leadership Team assigned and communicated to teachers 2. Aggressive monitoring rubric 3. Monthly Map for Aggressive Monitoring 4. Roll out PD and Plan for implementation 5. Aggressive Monitoring standardized artifacts
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TIMELINE*

Selection and Investment Process: Spring 2019

- Preview Day
- Interviews with Executive Director, Principal, Team members

Summer Intensive: Summer 2019

- Executive Director/Principal: 1 day Summer Intensive “Preview Day”
- ED/Principal/Team members: 2-5 day Summer Intensive

Sessions and Coaching: Fall 2019 - Spring 2020

- Monthly sessions throughout the school year
- Coaching visits in-between sessions

Plan for Change Presentations: Spring 2020

- Capstone project presentation and implementation plan for SY2020-21

*Teaching Trust will work closely with FWISD to identify the timeline for the newly proposed scope of work with Leadership Teams graduates from the Leadership Academies

PROPOSED BUDGET

The proposed budget provides three options, assumes the sessions as indicated above, and anticipates campuses joining the first year of the program in SY 2019-2020 would advance to the second year of the program in SY 2020-2021. This budget also anticipates support from Fort Worth ISD in securing programming session space, which helped further reduce the total cost to the district.

School Year 2019-20 Programming Participation		Pricing*
Option 1:	Assumes: <ul style="list-style-type: none"> ● Up to 10 total campuses in Year 1 ● Up to 14 total campuses in Year 2 ● Limited programming** for up to 5 Leadership Teams graduate campuses from Leadership Academies 	\$1.3M
Option 2:	Assumes: <ul style="list-style-type: none"> ● Up to 15 total campuses in Year 1 ● Up to 14 total campuses in Year 2 ● Limited programming** for up to 5 Leadership Teams 	\$1.4M



	graduate campuses from Leadership Academies	
Option 3:	Assumes: <ul style="list-style-type: none"> ● Up to 15 total campuses in Year 1 ● Up to 14 total campuses in Year 2 ● Expanded programming** for up to 5 Leadership Teams graduate campuses from Leadership Academies 	\$1.5M

**Pricing and scope subject to change based on discussion between Fort Worth ISD and Teaching Trust depending on the number of campuses advancing to the second year in School Year 2020-21.*

***Limited and Expanded programming defined within Programming Recommendations section.*

Conclusion

Fort Worth ISD and Teaching Trust are well positioned to create sustainable practices through specialized professional development that will strengthen the capacity of district leadership and enable achievement of the district’s strategic priorities. This approach will allow Teaching Trust to spread key aspects of Teaching Trust’s Leadership Teams programming across a larger selection of campuses and ensure more leaders have the tools they need to accelerate student outcomes. We look forward to continuing to invest in and bolster our partnership on behalf of the educators and students across Fort Worth ISD.

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 2019**

TOPIC: APPROVE CONTRACT WITH SOCIAL CATALYTIX FOR PROJECT MANAGEMENT SUPPORT OF THE TRANSFORMATION GRANT

BACKGROUND:

Social Catalytix will provide consulting services to the Office on Innovation staff in support of the Texas Education Agency grant award to schools identified by the district to reside with the Transformation Zone. The goal is to set specific school performance framework (SPF) targets each year for each school to meet or exceed in each category. Social Catalytix will provide FWISD staff with assistance with the strategies and activities related to the Call for Great Schools as well as strategies to improve student outcomes and use of project management tools and techniques.

STRATEGIC GOAL:

Increase Student Achievement

ALTERNATIVES:

1. Approve Contract with Social Catalytix for Project Management Support of Transformation Grant
2. Decline to Approve Contract with Social Catalytix for Project Management Support of Transformation Grant.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract with Social Catalytix for Project Management Support of Transformation Grant

FUNDING SOURCE

Additional Details

Special Revenue

211-13-6291-OTZ-999-24-416-000000-19F0

COST:

\$100,000.00

VENDOR:

Social Catalytix

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 18-059

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. 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

Office of Innovation

RATIONALE:

The funding from the Transformation Grant awarded by Texas Education Agency has a high degree of reporting and compliance requirement in order to meet all the expected outcomes of the grant-funded initiative called the Transformation Zone (TZ) Implementation project. Social Catalytix, with Nichole Rush as principal consultant, will lead the Call for Great Schools work, and provide for overall project management support to the Office of Innovation. Due to the expanded responsibilities related to the TZ grant, the district is requesting to use grant funds to hire Social Catalytix to provide additional support for compliance, monitoring and management of the use of funds and to help ensure the expected outcomes of the funder, the Texas Education Agency.

INFORMATION SOURCE:

Charles Carroll
David Saenz
Tracy Marshall

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 2019**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT WORTH FOR MOBILE RECREATION SUMMER DAY CAMP AND FORT WORTH INDEPENDENT SCHOOL DISTRICT AND WAIVE ASSOCIATED FEES WITH OPERATING THE CAMP

BACKGROUND:

The Mobile Recreation Summer Day Camp is a program offered through the City of Fort Worth Parks & Recreation in which they will partner with FWISD to provide this camp free for FWISD students, so it is requested that District costs be waived. The program is a structured summer day camp that provides various activities and educational programs for up to 600 FWISD students ages 5-14. The camp is scheduled Monday through Thursday from June 10 - July 25, 2019 and will be held on the campuses of Seminary Hills Park Elementary and Paschal High School.

In accordance with the Interlocal Agreement, Fort Worth ISD will provide use of the facilities at these two campuses and the natatorium at Wilkerson-Greines Activity Center. Since District custodial staff will already be on-site working their normal schedules and because in accordance to Board policy facility usage or rental fees for day-time use of facilities can be waived for qualifying organizations, no costs need be waived for those items. FWISD costs to be waived are estimated at \$33,923 as follows:

Description	Estimated Amount
Utility Fees	\$15,680
Transportation	\$18,243
Total	\$33,923

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

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

2. Approve Interlocal Agreement between the City of Fort Worth for Mobile Recreation Summer Day Camp and Fort Worth ISD and Waive Associated Fees with Operating the Camp
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-51-6xxx-xxx-999-99-453
199-34-6xxx-xxx-999-99-429

COST:

\$ 33,923

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Seminary Hills Park Elementary, Paschal High School, Wilkerson-Greines Natatorium

RATIONALE:

The Mobile Recreation Summer Day Camp is a summer program benefiting FWISD students that is free to the participants.

INFORMATION SOURCE:

Art Cavazos
Mike Naughton

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

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH**, a home-rule municipal corporation of the State of Texas (“City”), by and through its duly authorized Assistant City Manager, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District (“FWISD”), by and through its duly authorized representative.

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

WHEREAS, City, through its Park and Recreation Department, manages and operates a summer day camp program called Mobile Recreation Summer Day Camp (“Program”); and

WHEREAS, the Program is a free, structured seven week summer day camp that provides various activities and educational programs for approximately 600 area children ages 5-14, including, among other things, fitness and athletic programs, fire safety, environmental education, arts and crafts, indoor and outdoor activities, and cultural programs on diversity; and

WHEREAS, children that attend the Program also have the opportunity to participate in off-site swim lessons at Wilkerson-Greines Activity Center and various field trips; and

WHEREAS, FWISD is the primary school district that serves residents of the City of Fort Worth; and

WHEREAS, increased academic and physical activities for youth during the summer months have been identified as a major need by teachers, students, parents and community members; and

WHEREAS, FWISD and City desire to collaborate to ensure that the needs of the community are met and the purposes of the Program are carried out; and

WHEREAS, as part of this collaboration, FWISD wishes to provide the City with space at the following FWISD school locations for the City to conduct the Program: (1) R. L. Paschal High School, (2) Seminary Hills Park Elementary School;

WHEREAS, FWISD has also offered City the use of its aquatics facility at Wilkerson-Greines Activity Center for the purpose of providing swim lessons. Lessons are facilitated by private swim coaches, swim team members, or swim team staff;

WHEREAS, FWISD also desires to provide bus transportation for children participating in the Program’s off-site field trips and swim lessons;

WHEREAS, both parties to this Agreement are individually authorized to perform the functions and services set forth herein;

WHEREAS, City and FWISD desire to set out each party’s roles and responsibilities as they relate to the Program;

WHEREAS, authority has been granted to the City to execute this Agreement through Section 2-9 of the City of Fort Worth Code of Ordinances; and

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

1.
OBJECTIVES AND GOALS

- 1.1. The primary objectives of the Program shall include the following:
1. Increase leadership and decision-making skills of children.
 2. Increase the achievement gap between lower- and higher-income youth by providing equal access to quality summer learning opportunities.
 3. Increase childhood literacy by increasing the number of students who participate in reading, science, and mathematic activities.
 4. Increase the number of students involved in positive youth development activities that occur outside of school hours and that provide a safe haven for students while reducing disciplinary placements and juvenile crime.
 5. Increase the number of students who demonstrate increased proficiency in swimming by providing access to quality swim lessons that help to promote confidence in the water while reducing the drowning rates in Tarrant County. Children participate in lessons four times a week for two sessions.
- 1.2. The primary goals of the Program shall include the following:
1. Provide opportunities for academic, physical, and cultural enrichment, including providing field trips to various locations throughout Tarrant County, that help to excite children about science, technology, engineering, art and math.
 2. Offer participating children a broad array of additional services, programs, and activities that are designed to reinforce and complement the students' regular academic program. Provide access to physical activity, drug and violence prevention programs, art, music, along with various opportunities to be creative.

2.
FUNDING

- 2.1. FWISD agrees to fund all reasonable bus transportation costs associated with the Program, including weekly field trips to and from the Program Sites (as defined below) and weekly trips for six weeks to and from the two school sites and Wilkerson-Greines Activity Center for swim lessons. FWISD also agrees to fund all electrical, heating and air conditioning, water and sewer, trash services, and any other utility charges that accrue during the ordinary use of the Program Sites. FWISD also agrees to fund all FWISD staffing and employee costs, including any associated pay and benefits.
- 2.2. City agrees to fund all City staffing, supplies, and all other allowable Program expenses associated with the operation of the Program that are not funded by FWISD.
- 2.3. Pursuant to section 791.011 of the Interlocal Cooperation Act, each party paying for performance of governmental functions or services must make those payments from current revenues.

3.
TERM AND TERMINATION

3.1. Unless terminated earlier as set forth herein, the term of this Agreement shall be from May 1, 2019, through April 30, 2020. This Agreement may be renewed for five (5) additional periods upon written agreement of the Parties.

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

3.3 This Agreement is subject to availability of funds from FWISD and City. All amendments and extensions or subsequent contracts entered into for the same or continued purposes will be executed contingent upon the availability of funds. Notwithstanding any other provision in this Agreement or any other document, this Agreement shall terminate in the event of appropriated funds becoming unavailable.

4.

GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 FWISD will:

1. Provide City with the use of certain space at FWISD school locations as outlined in Exhibit A.
2. Provide City with the use of Wilkerson-Greines Activity Center, 5201 C.A. Robertson Boulevard, Fort Worth, Texas 76119, for the purpose of providing swim lessons. Lessons are facilitated by private swim coaches, swim team members or swim team staff.
3. Provide bus transportation to and from the two school locations for all field trips and swim lessons associated with the Program for the duration of the Program.
 - a. FWISD shall ensure that any and all bus drivers have received all applicable certifications from the Texas Department of Public Safety, including, but not limited to, the School Bus Driver Certification, for the transportation required under this Program.
 - b. FWISD shall ensure that all bus drivers and anyone else employed by FWISD who is or may be present during such transportation activities have undergone any and all criminal background checks required by any Federal, State, or local laws, rules, regulations or policies.
 - c. FWISD shall ensure that all vehicles, including, but not limited to buses, used to carry out the purpose of this Program are in maintained and kept in good working order and comply with any and all Federal, State, and local laws, rules and regulations governing the same.
4. Designate a representative from FWISD to coordinate Program operations with City's designated Program coordinator. Such coordination will include, without limitations, the following:
 - a. Internal and external support services, including, without limitation, the use of the Program Sites (including, opening and closing the Program Sites and assistance with any utilities) and use of any equipment contained within the Program Sites.
 - b. Any and all Program transportation issues, including, but not limited to, scheduling procedures for pick-up and drop-off and transportation logistics.
 - c. Communications between Program staff at each individual school site listed in Section 4.1.1 and staff at the Wilkerson-Greines Athletic Center.
 - d. Use of libraries and labs at the Program Sites, to the extent applicable and permitted by FWISD.

5. Furnish the necessary utilities and electrical power for the ordinary and intended use of such, including, but not limited to, all electrical, heating and air conditioning, water and sewer, and trash services.
6. Permit City to bring into the Program Sites any equipment and supplies reasonably necessary to further the purpose of the Program.
7. Provide parking at the Program Sites sufficient to serve the purpose of the Program, including, but not limited to, parking for Program staff and parents.
8. Refer FWISD students for Program participation.
9. Maintain, in good repair, the Program Sites and vehicles used for the Program. In the event any presently installed plumbing, plumbing fixtures, electrical wiring, lighting fixtures, pool equipment, or heating and air conditioning equipment are not in good working condition during the term of this Agreement, FWISD agrees to repair promptly any such defects after receiving written notice from City.

4.2 City will:

1. Provide a Program coordinator to help oversee implementation and supervision of the Program and work collaboratively with the FWISD in the delivery of Program services.
 - a. Among other things, City's Program coordinator will communicate with FWISD on issues related to support services, including any City equipment necessary for the operation of the Program, use of other City programs that support this Program, use of City libraries and facilities, and City staff.
2. Coordinate Program activities with FWISD staff at the Program Sites.
3. Be responsible for hiring, training, supervising, and terminating City staff on a Program level.
4. Collaborate with community organizations, businesses, and volunteers to support the Program.
5. Provide communication to certain FWISD schools for Program awareness and recruitment.
6. Obtain parental permission for student participation in the Program.
7. Provide for the Program to include subjects in the following areas:
 - a. Health and wellness;
 - b. STEM curriculum;
 - c. Life skills;
 - d. Creative Arts; and
 - e. Service Learning.
8. Make arrangements for United States Department of Agriculture approved snacks.

4.3 The specific information regarding the Program, including the dates, times, locations, participant requirements, activities and schedules is set forth in Exhibit A, which is attached to this Agreement and incorporated herein by reference.

5.

INDEPENDENT CONTRACTOR

5.1 FWISD shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. FWISD shall have the exclusive control of, and the exclusive right to control the work designated to FWISD to be performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, members, agents, and employees. City shall not be responsible under the Doctrine of Respondeat Superior for the acts and omissions of FWISD, its officers, members, agents, employees, or officers.

5.2 The City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of FWISD. The City shall have the exclusive control of, and the exclusive right to control the work designated to City to be performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, members, agents, and employees. FWISD shall not be responsible under the Doctrine of Respondeat Superior for the acts and omissions of City, its officers, members, agents, employees, or officers.

5.3 Nothing herein shall be construed as the creation of a partnership or joint enterprise between City and FWISD. It is further understood that City shall in no way be considered a Co-employer or a Joint employer of FWISD or any employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers of FWISD. Neither FWISD, nor any officers, agents, servants, employees or subcontractors of FWISD shall be entitled to any employment benefits from City. FWISD shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers

6.

CLAIMS AND WAIVER OF IMMUNITY

6.1 FWISD and City agree to notify the other promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death or damages related to this Agreement. FWISD and City agree to make their officers, agents, and employees available at all reasonable times for any statements and case preparation necessary for the defense of any claims or litigation for which the other party may be responsible hereunder.

6.2 Nothing herein shall be deemed to constitute a waiver or surrender of any immunity, power, or affirmative defense that may be asserted by FWISD or City.

7.

NOTICES

7.1 Any notice provided for or permitted under this Agreement shall be made in writing and may be given or served by (i) delivering the same in person to the party to be notified, or (ii) depositing the same in the mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified. If notice is deposited in the mail pursuant to this Section, it will be effective upon receipt or refusal. For the purpose of notice, the addresses of the parties are, until changed as provided below, as follows:

City:

City of Fort Worth
Parks & Recreation Director
4200 South Freeway, Suite 2200
Fort Worth TX 76115

FWISD:

Fort Worth Independent School District
After School Program Director
100 North University Drive
Fort Worth, Texas 76107

With Copy to:

City of Fort Worth
Attn: Assistant City Manager and City Attorney
200 Texas Street
Fort Worth, Texas 76102

With Copy to:

Fort Worth Independent School District
Attn: Legal Counsel
100 North University Drive, SW 172
Fort Worth, Texas 76107

However, the parties may, periodically, change their respective addresses, and each shall have the right to specify another address, which shall be effective following at least ten (10) days' written notice to the other party.

8.

NONDISCRIMINATION

8.1 The parties shall not engage in any unlawful discrimination based on race, creed, color, national origin, sex, age, religion, disability, marital status, citizenship status, sexual orientation or any other prohibited criteria in any employment decisions relating to this Agreement, and the parties represent and warrant that, to the extent required by applicable laws, they are equal opportunity employers and shall comply with all applicable laws and regulations in any employment decisions.

9.
INSURANCE

9.1 The City and FWISD are self-funded entities and, as such, generally, do not maintain commercial liability insurance policies to cover premises or auto liability. Damages for which City or FWISD would ultimately be found liable would be paid directly and primarily by said party and not by a commercial insurance company.

10.
LIABILITY AND HOLD HARMLESS

10.1 TO THE EXTENT PERMITTED BY LAW AND WITHOUT WAIVER OF IMMUNITY OR DEFENSE, EACH PARTY COVENANTS AND AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND THE OTHER PARTY, ITS REPRESENTATIVES, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE, PERSONAL INJURY, OR ANY OTHER TYPE OF LOSS OR ADVERSE CONSEQUENCE RELATED IN ANY WAY TO THE EXISTENCE OF THIS AGREEMENT OR THE USE OF THE PROGRAM SITES OR FWISD BUSES AND VEHICLES, REGARDLESS OF WHETHER THE ACT OR OMISSION COMPLAINED OF RESULTS FROM THE ALLEGED NEGLIGENCE OR ANY OTHER ACT OR OMISSION OF FWISD, CITY, OR ANY THIRD PARTY.

10.2 FWISD agrees that City shall not be liable for any loss, injury, or damage whatsoever suffered or incurred by FWISD or its officers, agents, representatives, employees, invitees, and contractors, except to the extent caused by the negligence of City.

10.3 City agrees that FWISD shall not be liable for any loss, injury, or damage whatsoever suffered or incurred by City or its officers, agents, representatives, employees, invitees, and contractors, except to the extent caused by the negligence of FWISD.

11.
FIXTURES

11.1 FWISD agrees that no property or equipment, owned or installed by City, or any representative of City, shall, under any circumstances, become a fixture, and that City reserves the right to remove any and all such property or equipment at any time during the term of this Agreement, or subsequent to its termination by either party. FWISD further agrees that FWISD will, at no time, hold or retain, any property owned or installed by City, for any reason whatsoever.

12.
SEVERABILITY

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

13.
WAIVER OF DEFAULT

13.1 No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provisions or covenant of this Agreement shall be deemed to be a waiver or

relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

14.
APPLICABLE LAW AND VENUE

14.1 This Agreement shall be construed in accordance with the laws of the State of Texas.

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

15.
THIRD-PARTY RIGHTS AND ASSIGNMENT

15.1 The provisions and conditions of this Agreement are solely for the benefit of City and FWISD, and any lawful assign or successor of FWISD, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

15.2 The parties will not assign or subcontract any of their rights or responsibilities under this Agreement without a prior formal written amendment to this Agreement properly executed by parties. This Agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

16.
AMENDMENTS, CAPTIONS, AND INTERPRETATION

16.1 Except as otherwise provided in this Agreement, the terms and provisions of this Agreement may not be modified or amended except upon the written consent of both City and FWISD.

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

16.3 In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

17.
FORCE MAJEURE

17.1 If either party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God: strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended during the continuance of such event.

18.
COMPLIANCE WITH LAWS

18.1 This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of City's Charter and ordinances, as amended.

18.2 If City notifies FWISD or any of its officers, agents, employees, contractors, subcontractors, licensees, volunteers, or invitees of any violation of such laws, ordinances, rules or regulations, FWISD shall immediately desist from and correct the violation.

19.

AUTHORIZATION AND COUNTERPARTS AND ELECTRONIC SIGNATURES

19.1 By executing this Agreement, each party's agent affirms that he or she is authorized to execute this Agreement and that all representations made herein with regard to each party's identity, address, and legal status are true and correct.

19.2 This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

20.

SOLE AGREEMENT

20.1 This written instrument and any attached exhibits constitute the entire understanding between the parties hereto concerning the work and services to be performed. Any prior or contemporaneous, oral or written agreement, that purports to vary from the terms hereof shall be void.

21.

NON-ISD SPONSORING ORGANIZATIONS

21.1 Any non-ISD sponsoring organizations, such as the Tarrant Area Food Bank, wishing or planning to sponsor a school campus, or a site that is located on a school campus, shall provide a signed agreement to the Texas Department of Agriculture from the appropriate FWISD Official for each of the sites that the non-ISD sponsoring organization is submitting for approval. The agreement must confirm that the appropriate FWISD Official has given permission for the non-ISD sponsoring organization to service the school campus, or site that is located on a school campus, (the agreement must include all of the school campuses, or sites located on a school campus, that the non-ISD sponsoring organization is submitting for approval), the program that the non-ISD sponsoring organization is allowed to operate on each school campus or site that is located on a school campus, and the effective date of the agreement.

FWISD agrees that it has not and will not provide the same services at the same time as the services proposed to be provided or provided by a non-ISD sponsoring organization.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Tarrant County, Texas:

THE CITY OF FORT WORTH

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Fernando Costa, Assistant City Manager

By: _____
Dr. Kent Paredes Scribner, Superintendent

Date: _____

Date: _____

ATTEST:

ATTEST:

Mary J. Kayser, City Secretary

Anael Luebanos, Secretary
Board of Education

APPROVED AS TO FORM AND LEGALITY:

Matthew Murray, Assistant City Attorney

FWISD Counsel

M&C: No M&C Required.
Form 1295: N/A.

Contract Compliance Manager:
By signing I acknowledge that I am the person
Responsible for the monitoring and administration
of this contract, including ensuring all performance
and reporting requirements.

Sheri Endsley
District Superintendent
Park and Recreation Department



**EXHIBIT A
SCOPE OF SERVICE**



**Mobile REC Summer Day Camp 2019
Program Information**

Dates:

May 20- 24, 9:00 am-3:00 pm

Flyer Distribution in schools

May 28- June 21, 9:00 am-3:00 pm

Registration held at each school

June 3- 7

Recreation Leader Orientation and Training

June 8

Parent Conference- Paschal High School

June 10– July 25, Monday- Thursday, 8:00 am-4:00 pm (staff); 9:00 am-3:00 pm (camp)

July 4

Independence Holiday – No Camp

Locations:

R.L. Paschal High School
3001 Forest Park Boulevard
Fort Worth, Texas 76110

Forest Park (Mornings Only)
1500 Colonial Parkway
Fort Worth, Texas 76109

Seminary Hills Park Elementary School
5037 Townsend Drive
Fort Worth, Texas 76115

Seminary Hills Park (Mornings Only)
5101 Townsend Drive
Fort Worth, Texas 76119

Wilkerson-Greines Activity Center
5201 C.A. Robertson Boulevard
Fort Worth, Texas 76119

Meals:

Free summer lunches and snacks will be provided to children on a daily basis.

Weekly Field Trips:

Three buses will be provided for 150 children at each Mobile REC camp. Transportation will be provided to swimming lessons and various field trip venues.

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 2019**

TOPIC: APPROVE INTERLOCAL AGREEMENTS BETWEEN THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA), THE EDUCATIONAL AND INSTITUTIONAL COOPERATIVE (E&I) AND THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA) AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

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

The National Cooperative Purchasing Alliance (NCPA) is the lead agency for Education Service Center Region 14 and its purpose is to obtain substantial savings for member school districts and public entities through volume purchasing.

The Educational and Institutional Cooperative (E&I) is the largest, member-owned, non-profit purchasing cooperative serving the needs of education for School Districts, Community Colleges and Higher Education.

The Central Texas Purchasing Alliance (CTPA) is an alliance of over 70 school districts in Central Texas and throughout the state. The following are some of the services provided by this alliance: sharing of established contracts, providing developed bid specifications and boilerplates, and establishing standards for cooperative venues.

ALTERNATIVES:

1. Approve Interlocal Agreements between The National Cooperative Purchasing Alliance (NCPA), The Educational and Institutional Cooperative (E&I) and The Central Texas Purchasing Alliance (CTPA) and The Fort Worth Independent School District.
2. Decline to approve the Interlocal Agreements between The National Cooperative Purchasing Alliance (NCPA), The Educational and Institutional Cooperative (E&I) and The Central Texas Purchasing Alliance (CTPA) and The Fort Worth Independent School District.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve the Interlocal Agreements between The National Cooperative Purchasing Alliance (NCPA), The Educational and Institutional Cooperative (E&I) and The Central Texas Purchasing Alliance (CTPA) and The Fort Worth Independent School District.

FUNDING SOURCE:

General Fund

Additional Details

199-41-6499-001-750-99-422

COST:

\$200 (Membership fee for CTPA)

RATIONALE:

Texas Government Code Chapter 791 grants local governments the authority to enter into interlocal cooperative contracts. The purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state. The local government definition includes a county, municipality, special district, junior college district, or other political subdivision of this state or another state. There is no fee to be a member of the E&I or NCPA.

INFORMATION SOURCES:

Jonathan Bey
David Johnson
Elise Schiro



National Cooperative Purchasing Alliance

INTERLOCAL

Contracting Parties

(Participating Agency)

Region 14 Educational Service Center
(Lead Agency)

(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

Authorization:

Region 14 Education Service Center and the National Cooperative Purchasing Alliance (NCPA) executed a contract to provide cooperative purchasing opportunities to public and nonprofit agencies nationwide.

Please send a signed Interlocal Agreement by email to membership@ncpa.us, fax to (888) 543-6515, or mail to NCPA, P.O. Box 701273, Houston, TX 77270. A facsimile or email transmission of an executed signature page of the agreement shall have the same force and effect as an original signature page.

Participating Agency

Region 14 Education Service Center

By _____
Authorized Signature

By _____
Authorized Signature

Title

Title

Date

Date

Contact Person

Contact Person

Title of Contact

Telephone Number

Street Address

Email Address

City, State Zip

Contact's Telephone Number

Email Address

STATE OF Texas
COUNTY OF Denton

WHEREAS, the Fort Worth Independent School District has been presented a proposed Membership Agreement with the Educational and Institutional Cooperative Services, with an effective date of the agreement was found to be acceptable and in the best interest of Fort Worth ISD and its citizens: and

WHEREAS, Fort Worth Independent School District pursuant to the authority granted under Sections 791.001 to 791.029 of the Texas Government Code, as amended, and Subchapter F. Chapter 271, Texas Local Government Code desires to join in and elects to participate with the described purchasing cooperative and its members, both jointly and individually, as well as future members in the pursuit of improving the efficiency, effectiveness and economy of procurement processes: facilitating the exchange of purchasing knowledge, processes and documents; and in sharing of purchasing services that will ultimately lead to the efficiencies and potential savings that will be highly beneficial to the taxpayers of the District.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE Fort Worth INDEPENDENT SCHOOL DISTRICT IN Fort Worth, TEXAS:

Section I.

The Agreement and the Fort Worth Independent School District's participation in the Agreement are hereby in all things approved.

Section II.

The Purchasing Agent of the Fort Worth Independent School is hereby designated to act for the District in all matters relating to the E&I Cooperative Services including the designation of specific contracts in which the District desires to participate.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE Fort Worth INDEPENDENT SCHOOL DISTRICT, Denton COUNTY, TEXAS ON THE 21st DAY OF May 2019.

Fort Worth INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

Attest:

By: _____
Secretary, Board of Trustees



CENTRAL TEXAS PURCHASING ALLIANCE

INTERLOCAL PARTICIPANT AGREEMENT

This Interlocal Participant Agreement ("Participant Agreement") is entered into by the Members of the Central Texas Purchasing Alliance ("Members"), acting on behalf of their school districts and _____ ("Participant"), a governmental entity authorized to enter into an interlocal agreement pursuant to the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq., for the purpose of joining and participating in the Central Texas Purchasing Alliance.

In consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. PARTY TO INTERLOCAL AGREEMENT

1.1. Participant hereby becomes a party to the Central Texas Purchasing Alliance Master Interlocal Agreement ("Master Agreement") and agrees to be bound by all terms and conditions set out in the Master Agreement, as modified and amended herein and in any other additional interlocal participant agreements.

1.2. Participant shall have all rights and duties as a founding Member except to the extent limited by the Master Agreement or the CTPA bylaws contained therein. The Master Agreement is attached hereto as Exhibit 1 and the terms and provisions of the Master Agreement are incorporated in this Participation Agreement.

2. TERM

2.1. Participant's rights and duties under the Master Agreement shall commence on the effective date of this Participant Agreement. Participant recognizes and agrees that the Master Agreement provides an initial term of the Master Agreement and also provides for a uniform ending date applicable to all Parties and is automatically renewable under certain conditions.

3. DEFAULT, REMEDIES

3.1 In the event of default by Participant, as the term default is used in the Master Agreement, the Members shall have the remedies provided in the Master Agreement and shall also have the right to terminate Participant's participation in the Master Agreement or suspend Participant's participation in the Master Agreement without terminating or otherwise affecting the Master Agreement and the other parties to the Master Agreement or other Participant Agreements.

4. FEES

4.1. Participant shall pay an annual fee pursuant to the bylaws of the CTPA.

4.2. Initial fee based on the most recent annual fee established by vote of the Board of Directors, shall be due upon execution of this Master Agreement, and annual fees shall be due as of January 30th of each calendar year thereafter. The fee shall not be prorated for a partial period of the initial year.

5. WARRANTY OF AUTHORITY AND DUE EXECUTION

5.1. Participant warrants to the Members of the Central Texas Purchasing Alliance and other parties to the Master Agreement that Participant has the authority to enter into this Participant Agreement and the person executing this Agreement is duly authorized on behalf of the Participant's governmental entity to enter into this Participant Agreement and that Participant has agreed to be bound by the Participant Agreement, the Master Agreement and the duties and obligations of Participants set out in those agreements.

Dated to be effective this the ____ day of _____, 200 ____.

CENTRAL TEXAS PURCHASING ALLIANCE

By: _____
Signature

Jamie Spiegel, Purchasing Director - RRISD
CTPA Authorized Representative

Title: CTPA Executive Director

Sponsor School District: Round Rock Independent School District (RRISD)

PARTICIPANT

By: _____
Signature

Name: _____

Title: _____

Sponsor Government Entity: _____

**CONSENT AGENDA ITEM
BOARD MEETING
MAY 21, 2019**

TOPIC: APPROVAL OF RESOLUTION TO ALLOW THE SALE OF REAL PROPERTIES PREVIOUSLY STRUCK-OFF FOR TAXES

BACKGROUND:

Properties located at 6225 Griggs Street and 6801 Wagonet Road, both in Forest Hill, Tarrant County, Texas, were struck-off the tax rolls to the City of Forest Hill at a tax foreclosure sale in 2016. It is in the best interest of the Fort Worth ISD and its taxpayers to return these properties to productive use. An offer has been made by Refugio Salazar to purchase both properties for the sum of \$21,000 each for judgment years 2005-2014, and for judgment years 1988-2013. The Bid Sheets from Refugio Salazar, the proposed buyer, are attached, together with Resolutions and Tax Resale Deeds.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Division of Business and Finance

RATIONALE:

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

INFORMATION SOURCE:

Elsie Schiro

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

WHEREAS, the Fort Worth Independent School District (FWISD), for itself and the use and benefit of the city of Forest Hill and Tarrant County, et al., has acquired titles to certain tracts of real estate at a Tax Sale held on January 5, 2016 in Cause No. A01817-10/FWISD v. Estate of Martin Muñoz, and on March 1, 2016 in Cause No. E17901-03/County of Tarrant, et al. v. Jerry Jones, et al., and,

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

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

WHEREAS, an offer has been made by Refugio Salazar, to purchase each property for the sum of \$21,000 each for judgment years 2005-2014, and for the judgment years 1988-2013; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the FWISD, that the President of the Board of Trustees is authorized to sell, convey, and transfer these certain tracts of real estate acquired at the above described tax sales for the sum of \$21,000 each as authorized by Section 34.05, Texas Property Tax Code. The liens foreclosed by the judgment and the post judgment liens (2014-2016) are extinguished by virtue of the conveyance. The properties are more fully described as follows:

Lot 7, Block 6, out of the Twin Oaks addition, situated in the City of Forest Hill, Tarrant County, Texas, and located within the FWISD, as shown by a deed of record in volume 9396, page 1,177 of the deed records of Tarrant County, Texas. Account number 03206572, also known as 6225 Griggs Street, Forest Hill, TX 76119.

Lot 7, Block 8, out of the Carriage Hill addition, situated in the City of Forest Hill, Tarrant County, Texas, and located within the FWISD, as shown by a deed of record in document number D20671342, in volume 6104, page 92 of the deed records of Tarrant County, Texas. Account number 00433209, also known as 6801 Wagonet Road, Forest Hill, TX 76140.

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

BY: _____
Tobi Jackson, President
Board of Trustees

ATTEST:

Anael Luebanos, Secretary
Board of Trustees

BID SHEET

Cause No. 236-A01817-10
FORT WORTH ISD VS. ESTATE OF MARTIN MUNOZ

Struck off to the City of Forest Hill on **January 5, 2016** for \$27,517.64

Account number: 03206572
Property Description: LOT 7, BLOCK 6; TWIN OAKS ADDITION
Location: 6225 Griggs Street

Buyers: Refugio Salazar
Intended Use of Property: Build a home

CURRENT VALUE: \$5,000.00

OFFER: \$21,000.00

Total Amount of Bid offered: \$21,000.00
Less Court Costs \$ 2,775.00

Remaining balance of \$18,225.00, to be prorated to taxing entities as follows:

Judgment Yrs: 2005-2014	Judg Amt	ProRata Share of Judg	Amt Realized if Bid is accepted
Tarrant County	\$ 5,143.71	(21.41%)	\$3,901.97
Fort Worth ISD	\$11,094.05	(46.18%)	\$8,416.31
City of Forest Hill	\$ 7,783.22	(32.41%)	+ \$5,906.72
	<u>\$24,020.98</u>	<u>100.00%</u>	<u>\$18,225.00</u>

Post Judgment Amount Due (WILL BE EXTINGUISHED PURSUANT TO SECTION 34.05(j) and (k))

2015-2016 TAX YEARS

Tarrant County	\$731.04
Fort Worth ISD	\$346.73
City of Forest Hill	\$538.55
	<u>\$1,616.32</u>

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

TAX RESALE DEED

STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

That CITY OF FOREST HILL , FORT WORTH INDEPENDENT SCHOOL DISTRICT, and TARRANT COUNTY, ET AL acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$21,000.00, cash in hand paid by

**REFUGIO SALAZAR
6520 YORKSHIRE DRIVE
FOREST HILL, TX 76119**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Suit No. A01817-10, in the district court of said county, said property being located in Tarrant County, Texas, and described as follows:

LOT 7, BLOCK 6, OUT OF THE TWIN OAKS ADDITION, SITUATED IN THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS, AND LOCATED WITHIN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT, AS SHOWN BY A DEED OF RECORD IN VOLUME 9396, PAGE 1177 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS.

ACCOUNT NUMBER: 03206572; ALSO KNOWN AS 6225 GRIGGS STREET, FOREST HILL, TX 76119

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

All liens foreclosed by the judgment and the post-judgment tax liens (2015-2016) are discharged and extinguished by virtue of the conveyance, with the exception of the prorated tax for the current year.

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

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

BY: _____

**Tobi Jackson
President, Board of Trustees
Fort Worth Independent School District**

STATE OF TEXAS X

COUNTY OF TARRANT X

This instrument was acknowledged before me on this _____ day of _____, 2019, by Tobi Jackson, President, Board of Trustees, Fort Worth Independent School District.

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

BID SHEET

Cause No. 236-E17901-03
COUNTY OF TARRANT, ET AL VS. JERRY JONES, ET AL

Struck off to the City of Forest Hill on **March 1, 2016** for \$70,800.00

Account number: 00433209
Property Description: LOT 7, BLOCK 8; CARRIAGE HILL ADDITION
Location: 6801 Wagonet Road

Buyers: Refugio Salazar
Intended Use of Property: Build a home

CURRENT VALUE: \$10,000.00

OFFER: \$21,000.00

Total Amount of Bid offered:	\$21,000.00
Less Mowing Lien	\$ 316.63
Less Court Costs	\$ 2,684.00

Remaining balance of \$17,999.37, to be prorated to taxing entities as follows:

Judgment Yrs: 1988-2013	Judg Amt	ProRata Share of Judg	Amt Realized if Bid is accepted
Tarrant County	\$22,507.88	(17.68%)	\$3,182.29
Fort Worth ISD	\$67,980.50	(53.41%)	\$9,613.46
City of Forest Hill	\$36,799.96	(28.91%)	+ \$5,203.62
	\$127,288.34	100.00%	\$17,999.37

Post Judgment Amount Due (WILL BE EXTINGUISHED PURSUANT TO SECTION 34.05(j) and (k))

2014-2016 TAX YEARS

Tarrant County	\$1,946.85
Fort Worth ISD	\$4,073.95
City of Forest Hill	\$3,029.71
	\$9,050.51

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

TAX RESALE DEED

STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

That CITY OF FOREST HILL , FORT WORTH INDEPENDENT SCHOOL DISTRICT, and TARRANT COUNTY, ET AL acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$21,000.00, cash in hand paid by

**REFUGIO SALAZAR
6520 YORKSHIRE DRIVE
FOREST HILL, TX 76119**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Suit No. E17901-03, in the district court of said county, said property being located in Tarrant County, Texas, and described as follows:

LOT 7, BLOCK 8, OUT OF THE CARRIAGE HILL ADDITION, SITUATED IN THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS AND LOCATED WITHIN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT, AS SHOWN BY A DEED OF RECORD IN DOCUMENT NUMBER D20671342 AND VOLUME 6104, PAGE 92 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS.

ACCOUNT NUMBER: 00433209; ALSO KNOWN AS 6801 WAGONET ROAD, FOREST HILL, TX 76140

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

All liens foreclosed by the judgment and the post-judgment tax liens (2014-2016) are discharged and extinguished by virtue of the conveyance, with the exception of the prorated tax for the current year.

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

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

BY: _____

**Tobi Jackson
President, Board of Trustees
Fort Worth Independent School District**

STATE OF TEXAS X

COUNTY OF TARRANT X

This instrument was acknowledged before me on this _____ day of _____, 2019, by Tobi Jackson, President, Board of Trustees, Fort Worth Independent School District.

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

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 2019**

**TOPIC: APPROVE BUDGET AMENDMENT AND BUDGET INCREASE
CONTRACT FOR THE ADULT EDUCATION PROGRAM FROM
WORKFORCE SOLUTIONS OF TARRANT COUNTY**

BACKGROUND:

On August 7, 2018, the Board of Education (BOE) approved the agreement between Workforce Solutions of Tarrant County and Fort Worth ISD Adult Education.

Tarrant County Development Board awarded FWISD Adult Education \$2,025,347 for the Adult Education and Literacy program for 2018-2019 school year. This grant was awarded with the understanding that members of the Consortium would serve as sub-recipients to provide the agreed upon services.

Fort Worth ISD received additional funding from Workforce Solutions of Tarrant County for the amount of \$174,971.38. The additional funds received were for reaching 60% of the yearly performance targets by December 2018. The additional funds will assist in building capacity to serve students in Adult Basic Education classes, English as a Second Language (ESL), Integrated Education and Training (IET), EL Civics, Transitions and staff professional development.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	08/07/2018	\$2,025,347	-	\$2,025,347
Budget Increase	05/14/2019	\$2,025,347	\$174,971.38	\$2,200,318.38
		Total:	\$174,971.38	

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment and Budget Increase Contract for the Adult Education Program from Workforce Solutions of Tarrant County
2. Decline to Approve Budget Amendment and Budget Increase Contract for the Adult Education Program from Workforce Solutions of Tarrant County
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment and Budget Increase Contract for the Adult Education Program from Workforce Solutions of Tarrant County

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

VENDOR:

Not Applicable

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Adult Education Locations Throughout Tarrant County

RATIONALE:

The attached contracts are for specific outlined in the grant response and are necessary for the successful execution of the TWC grant we have accepted.

INFORMATION SOURCE:

Sherry Breed
Mia Hall
Nydia Lewis



**Tarrant County Workforce Development Board
Contract Amendment No. 1**

Program Contract No.: 18-SPC-AEL-004
 Contract Period: July 1, 2018 thru June 30, 2019
 Contractor Name: Fort Worth Independent School District

Reason for the Amendment:

To revise the contract funding amounts, budget, and service targets to reflect updated funding levels.

Amendment to Current Contract:

The contract is amended by:

1. Revising the contracted funding amounts as shown below:

Funding Stream	Original Amounts	Change	Revised Amounts
AEFLA Federal	1,375,694	149,640.70	1,525,334.70
AEFLA State	235,485	12,810.98	248,295.98
EL Civics	182,601	40,678.54	223,279.54
TANF	158,200	2,217.25	160,417.25
Performance Fund*	42,724	(42,724)	0.00
Prof. Dev.	30,643	12,347.91	42,990.91
Total	2,025,347	174,971.38	2,200,318.38

*Performance funding was rolled up into AEFLA Federal funds.

2. Incorporating a revised contract line-item budget, as shown on Attachment A to this amendment, and
3. Incorporating revised customer service targets that replace those originally set forth in the contract Statement of Work, as follows:

Service Category	Target
Traditional ABE/ASE and ESL	2908
Transitions	50
Intensive IET	75
IET	50
EL Civics	164
IET Civics	37
Total	3284

Effective Date:

The effective date of this amendment is April 4, 2019.

Approved:

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

Judy McDonald
Executive Director

_____ *SB*
Kent Scribner, Ph.D
FWISD Superintendent

Date

Date

Workforce Solutions for Tarrant County AEL Grant

PY 18 Sub-Contract Budget

Sub-Contractor Name: Fort Worth ISD

(A) COST CATEGORY/LINE ITEM	(B) Program Management and Operations	(C) Education Services	(D) (B + C) Total Budget
I. PERSONNEL - 6100			
Salaries	377,300.00		377,300.00
Fringe Benefits @ <u>12</u> of Salaries	45,278.74		45,278.74
Pooled Staff Wages		1,283,493.88	1,283,493.88
Pooled Staff Fringe		161,422.00	161,422.00
Other (Specify) Professional Development		30,643.00	30,643.00
Personnel Subtotal	422,578.74	1,475,558.88	1,898,137.62
II. Professional and Contracted Services - 6200			
Professional Services			
Partner Services			
Other Services			
PD Services			
Consultant Fees			
Consultant Travel			-
Utilities	9,203.00		9,203.00
Rent/Lease	12,699.00		12,699.00
Professional and Contracted Services Subtotal	21,902.00	-	21,902.00
III. Supplies and Materials - 6300			
Office Supplies and Materials	2,500.00	78,528.57	81,028.57
Postage			-
Printing	6,000.00		6,000.00
Computer Hardware	1,000.00	21,388.00	22,388.00
Testing Materials		62,400.29	62,400.29
Software Purchases			-
Software Usage Fees		70,500.00	70,500.00
Other - Fuel	400.00		400.00
Other - (Specify)			
Operations Subtotal	9,900.00	232,816.86	242,716.86
IV. Other Operating Expenses - 6400			
Telephone equipment			
Mobile Phone/Wireless Services	1,000.00		1,000.00
Staff Mileage Reimbursement			-
Staff Travel	12,214.00	24,347.90	36,561.90
Indirect Costs			
Other Operating Expenses Subtotal	13,214.00	24,347.90	37,561.90
GRAND TOTAL	467,594.74	1,732,723.64	2,200,318.38

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 2019**

**TOPIC: APPROVE THE QUARTERLY INVESTMENT REPORT FOR THE
PERIOD: JANUARY 1, 2019 – MARCH 31, 2019**

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period January 1, 2019 – March 31, 2019, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period January 1, 2019 – March 31, 2019, totaled \$4,224,125. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve The Quarterly Investment Report For The Period: January 1, 2019 – March 31, 2019
2. Decline to Approve The Quarterly Investment Report For The Period: January 1, 2019 – March 31, 2019
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve The Quarterly Investment Report For The Period: January 1, 2019 – March 31, 2019.

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

None

RATIONALE:

Review and approval of the District's Quarterly Investment Report is required pursuant to Policy CDA (LEGAL).

INFORMATION SOURCE:

Elsie Schiro
David Johnson
Gloria Bey
Tonya Wright

Fort Worth Independent School District

Quarterly Investment Report January 1, 2019 – March 31, 2019



Ms. Elsie I. Schiro
Chief Financial Officer

Mr. David Johnson
Senior Officer, Budget & Finance

Ms. Gloria Bey, CPA
Controller

Ms. Tonya D. Wright
Treasurer

Published: April 15, 2019



Fort Worth
INDEPENDENT SCHOOL DISTRICT



FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
01/01/2019 - 03/31/2019


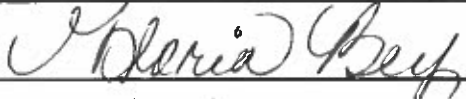
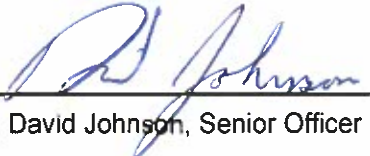
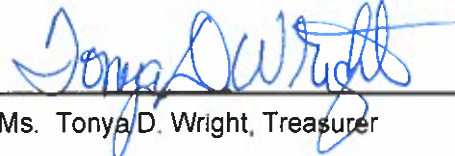
Investment Officer's Certification

This report is prepared for the Fort Worth Independent School District (the "District") in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's Investment Officers and includes the disclosures required in the PFIA. Market prices were obtained from the Custodial Bank, JP Morgan Chase.

The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 2.67%
 Interest Earned During the Period: \$4,224,125
 Interest Earned Fiscal Year to Date: \$10,356,434

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
CIP-2007 Bond Fund	640,134.22	640,134.22	640,134.22	0.11	2.60	1
CIP-2013 BOND	37,194,578.70	37,194,578.70	37,194,578.70	6.17	2.55	5
CIP-2017 BOND FUND	159,923,184.12	159,832,459.17	159,834,963.17	26.51	2.60	45
Food Service Fund	104,399.26	104,399.26	104,399.26	0.02	2.60	1
General Operating Fund	336,801,509.72	336,909,851.22	336,906,082.46	55.83	2.59	11
Interest & Sinking / Debt Service Fund	43,350,207.48	43,326,213.98	43,322,930.68	7.19	2.47	28
Internal Finance Fund	4,810,641.85	4,810,641.85	4,810,641.85	0.80	2.52	5
Scholarships	1,006,665.68	1,027,966.15	1,027,899.79	0.17	2.52	179
TRE FUND	19,393,898.18	19,393,898.18	19,393,898.18	3.22	2.60	1
Total / Average	603,225,219.21	603,240,142.73	603,235,528.31	100.00	2.58	21

 Ms. Elsie I. Schiro, Chief Financial Officer	4/25/19 Date	 Ms. Gloria Bey, Controller	4/25/19 Date
 Mr. David Johnson, Senior Officer	4/25/19 Date	 Ms. Tonya D. Wright, Treasurer	4/25/2019 Date

Interest Earnings by Fund Summary
July 1, 2018 thru June 30, 2019

Interest Earned Year to Date
July 1, 2018- September 30, 2018

2019

CIP2013 Bond	\$	964,852
General Operating	\$	740,015
Debt Service	\$	204,796
Internal Finance	\$	20,113
Food Service	\$	6,086
Scholarships	\$	5,268
CIP2007 Bond	\$	5,660
TRE FUND	\$	35,230
CIP2017 Bond	\$	1,015,751
TOTAL	\$	2,997,771

Interest Earned Year to Date
July 1, 2017 - September 30, 2017

2018

CIP2013 Bond	\$	606,547
General Operating	\$	591,157
Debt Service	\$	100,715
Internal Finance	\$	12,510
Food Service	\$	2,799
Scholarships	\$	3,225
CIP2007 Bond	\$	3,015
TRE FUND	\$	-
CIP2017 Bond	\$	-
TOTAL	\$	1,319,968

Variance

CIP2013 Bond	\$	358,305
General Operating	\$	148,858
Debt Service	\$	104,081
Internal Finance	\$	7,603
Food Service	\$	3,287
Scholarships	\$	2,043
CIP2007 Bond	\$	2,645
TRE FUND	\$	35,230
CIP2017 Bond	\$	1,015,751
TOTAL	\$	1,677,803

Interest Earned During Period
October 1, 2018 - December 31, 2018

CIP2013 Bond	\$	968,401
General Operating	\$	761,850
Debt Service	\$	221,356
Internal Finance	\$	32,159
Food Service	\$	6,453
Scholarships	\$	6,241
CIP2007 Bond	\$	5,859
TRE FUND	\$	42,617
CIP2017 Bond	\$	1,089,602
TOTAL	\$	3,134,538

Interest Earned During Period
October 1, 2017 - December 31, 2017

CIP2013 Bond	\$	597,634
General Operating	\$	667,554
Debt Service	\$	103,208
Internal Finance	\$	16,493
Food Service	\$	4,807
Scholarships	\$	3,527
CIP2007 Bond	\$	3,289
TRE FUND	\$	-
CIP2017 Bond	\$	-
TOTAL	\$	1,396,512

Variance

CIP2013 Bond	\$	370,767
General Operating	\$	94,296
Debt Service	\$	118,148
Internal Finance	\$	15,666
Food Service	\$	1,646
Scholarships	\$	2,714
CIP2007 Bond	\$	2,570
TRE FUND	\$	42,617
CIP2017 Bond	\$	1,089,602
TOTAL	\$	1,738,026

Interest Earnings by Fund Summary
July 1, 2018 thru June 30, 2019

Interest Earned During Period
January 1, 2019 - March 31, 2019

CIP2013 Bond	\$ 325,693
General Operating	\$ 2,324,596
Debt Service	\$ 384,103
Internal Finance	\$ 33,104
Food Service	\$ 669
Scholarships	\$ 6,402
CIP2007 Bond	\$ 4,126
TRE FUND	\$ 110,904
CIP2017 BOND	\$ 1,034,528
TOTAL	\$ 4,224,125

Interest Earned During Period
January 1, 2018 - March 31, 2018

CIP2013 Bond	\$ 711,184
General Operating	\$ 1,239,539
Debt Service	\$ 254,072
Internal Finance	\$ 23,072
Food Service	\$ 5,054
Scholarships	\$ 3,653
CIP2007 Bond	\$ 4,004
TRE FUND	\$ 6,883
CIP2017 Bond	\$ -
TOTAL	\$ 2,247,461

Variance

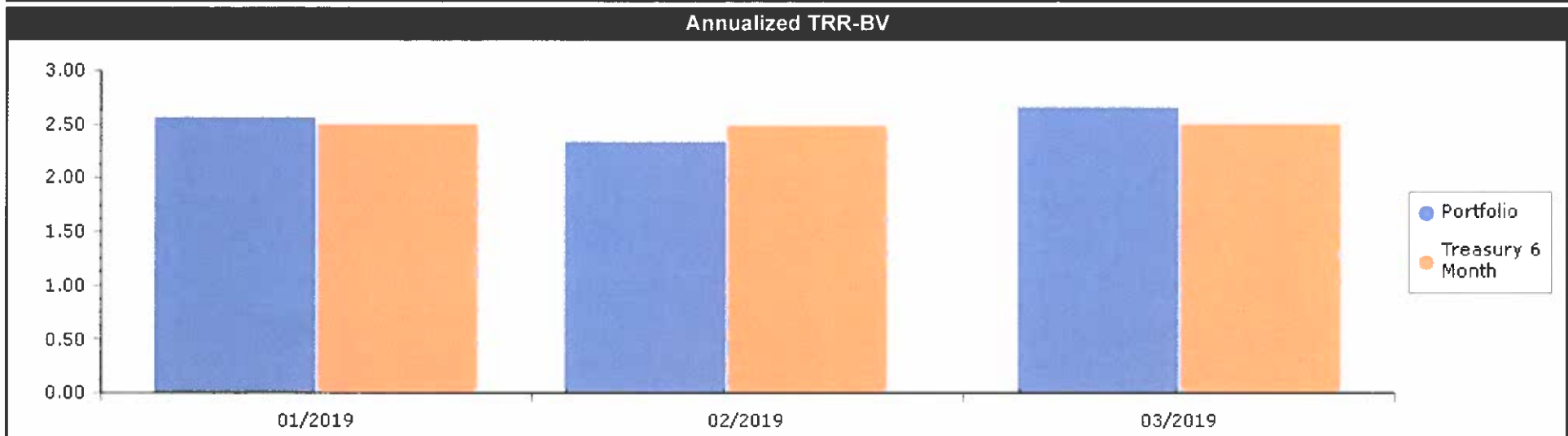
CIP2013 Bond	\$ (385,491)
General Operating	\$ 1,085,057
Debt Service	\$ 130,031
Internal Finance	\$ 10,032
Food Service	\$ (4,385)
Scholarships	\$ 2,749
CIP2007 Bond	\$ 122
TRE FUND	\$ 104,021
CIP2017 Bond	\$ 1,034,528
TOTAL	\$ 1,976,664



Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 1/31/2019, End Date: 3/31/2019

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
1/31/2019	586,695,821.76	1,392,806.58	0.00	1,392,806.58	657,300,645.98	0.21	2.57	2.51
2/28/2019	711,711,578.01	1,420,051.47	0.00	1,420,051.47	734,808,879.65	0.19	2.34	2.50
3/31/2019	637,786,088.19	1,411,266.48	0.00	1,411,266.48	641,708,417.84	0.22	2.67	2.51



Interest Earned During Period-BV/Quarterly Total: \$4,224,125

Total Rate of Return: US Treasury 1 Year: 2.49

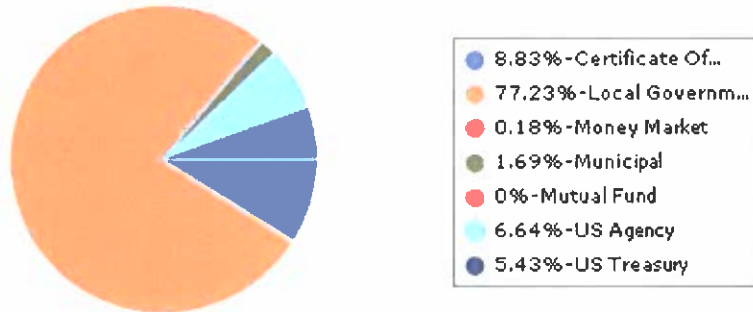


Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

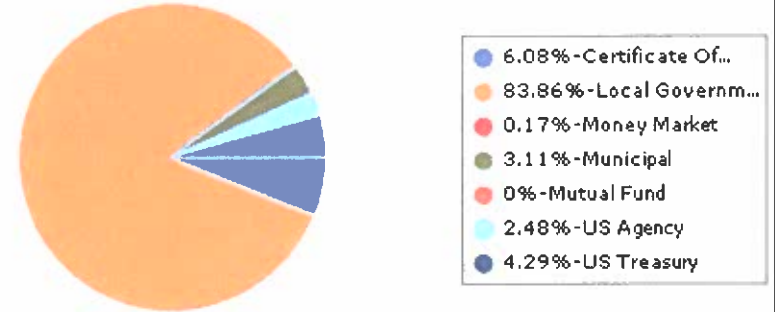
Begin Date: 12/31/2018, End Date: 3/31/2019

Security Sector Allocation				
Security Sector	Book Value 12/31/2018	% of Portfolio 12/31/2018	Book Value 3/31/2019	% of Portfolio 3/31/2019
Certificate Of Deposit	51,777,162.43	8.83	36,677,303.71	6.08
Local Government Investment Pool	452,590,139.37	77.23	505,874,866.83	83.86
Money Market	1,034,777.92	0.18	1,040,836.78	0.17
Municipal	9,875,943.41	1.69	18,750,903.11	3.11
Mutual Fund	23,446.00	0.00	23,446.00	0.00
US Agency	38,941,805.99	6.64	14,975,814.61	2.48
US Treasury	31,821,197.71	5.43	25,892,357.27	4.29
Total / Average	586,064,472.83	100.00	603,235,528.31	100.00

Portfolio Holdings as of 12/31/2018



Portfolio Holdings as of 3/31/2019





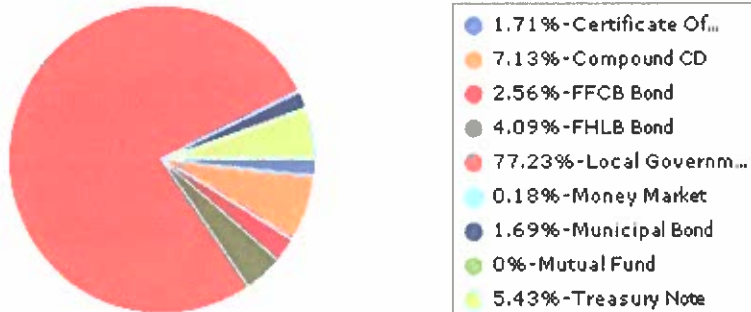
Fort Worth Independent School District Distribution by Security Type - Book Value

All Portfolios

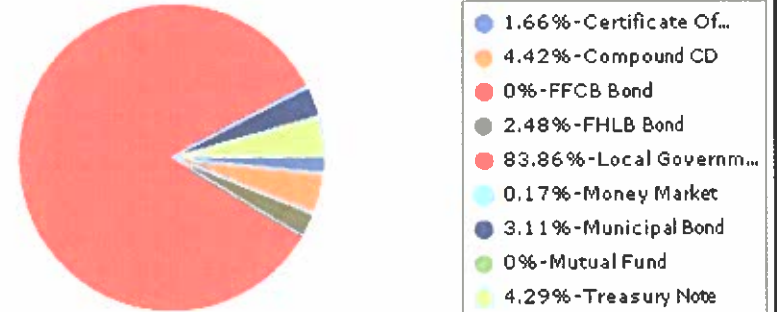
Begin Date: 12/31/2018, End Date: 3/31/2019

Security Type Allocation				
Security Type	Book Value 12/31/2018	% of Portfolio 12/31/2018	Book Value 3/31/2019	% of Portfolio 3/31/2019
Certificate Of Deposit	10,000,000.00	1.71	10,000,000.00	1.66
Compound CD	41,777,162.43	7.13	26,677,303.71	4.42
FFCB Bond	14,999,529.49	2.56	0.00	0.00
FHLB Bond	23,942,276.50	4.09	14,975,814.61	2.48
Local Government Investment Pool	452,590,139.37	77.23	505,874,866.83	83.86
Money Market	1,034,777.92	0.18	1,040,836.78	0.17
Municipal Bond	9,875,943.41	1.69	18,750,903.11	3.11
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Treasury Note	31,821,197.71	5.43	25,892,357.27	4.29
Total / Average	586,064,472.83	100.00	603,235,528.31	100.00

Portfolio Holdings as of 12/31/2018



Portfolio Holdings as of 3/31/2019



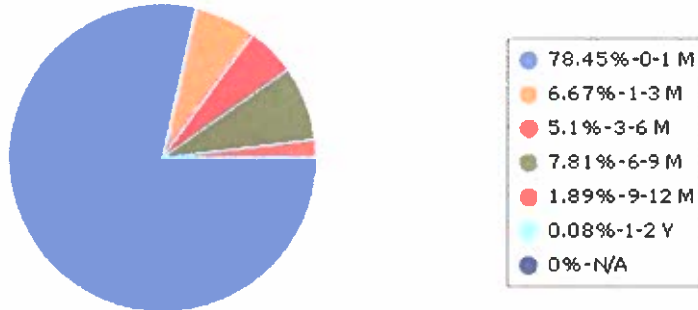


Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

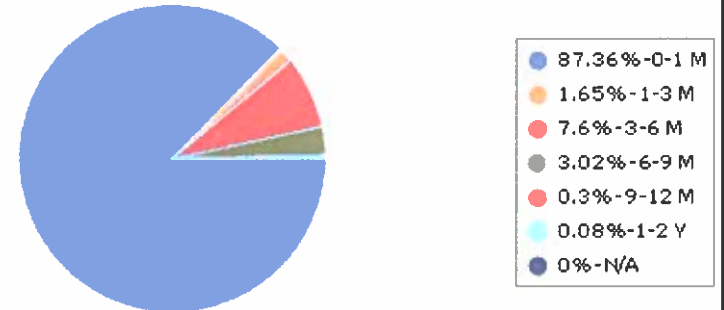
Begin Date: 12/31/2018, End Date: 3/31/2019

Maturity Range Allocation				
Maturity Range	Market Value 12/31/2018	% of Portfolio 12/31/2018	Market Value 3/31/2019	% of Portfolio 3/31/2019
0-1 Month	459,728,377.02	78.45	526,965,891.58	87.36
1-3 Months	39,100,266.95	6.67	9,928,018.20	1.65
3-6 Months	29,897,534.66	5.10	45,839,710.05	7.60
6-9 Months	45,755,670.60	7.81	18,227,752.21	3.02
9-12 Months	11,047,345.66	1.89	1,794,978.00	0.30
1-2 Years	457,536.43	0.08	460,280.33	0.08
N/A	22,870.91	0.00	23,512.36	0.00
Total / Average	586,009,602.23	100.00	603,240,142.73	100.00

Portfolio Holdings as of 12/31/2018



Portfolio Holdings as of 3/31/2019





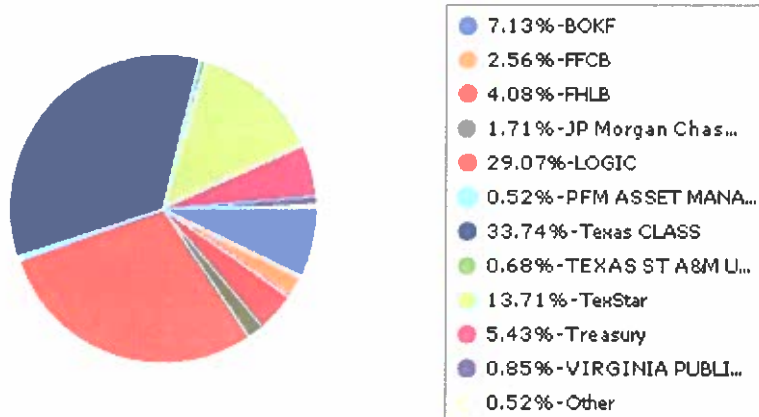
Fort Worth Independent School District Distribution by Issuer - Market Value

All Portfolios

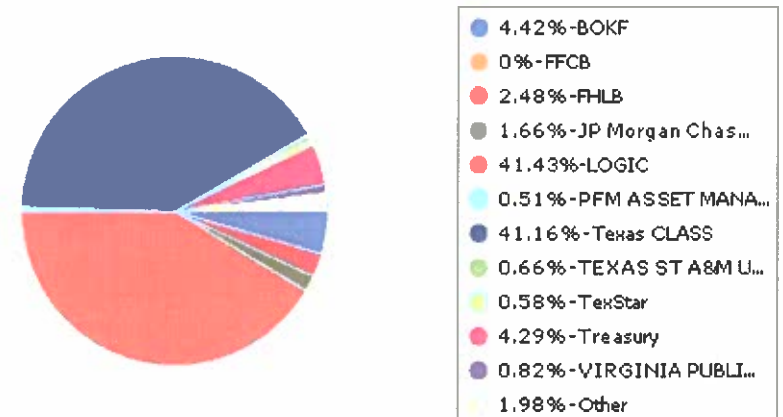
Begin Date: 12/31/2018, End Date: 3/31/2019

Issuer Allocation					
Issuer	Market Value 12/31/2018	% of Portfolio 12/31/2018	Market Value 3/31/2019	% of Portfolio 3/31/2019	
BOKF	41,777,162.43	7.13	26,677,303.71	4.42	
FFCB	14,984,781.00	2.56	0.00	0.00	
FHLB	23,921,838.95	4.08	14,975,509.95	2.48	
JP Morgan Chase	10,000,000.00	1.71	10,000,000.00	1.66	
LOGIC	170,346,607.71	29.07	249,892,506.29	41.43	
PFM ASSET MANAGEMENT	3,066,983.38	0.52	3,085,181.84	0.51	
Texas CLASS	197,725,997.90	33.74	248,273,509.74	41.16	
TEXAS ST A&M UNIVERSITY	4,005,520.00	0.68	4,003,440.00	0.66	
TexStar	80,356,065.48	13.71	3,522,691.45	0.58	
Treasury	31,813,553.80	5.43	25,904,938.80	4.29	
VIRGINIA PUBLIC BUILDING	4,983,590.35	0.85	4,959,261.30	0.82	
Other	3,027,501.23	0.52	11,945,799.65	1.98	
Total / Average	586,009,602.23	100.00	603,240,142.73	100.00	

Portfolio Holdings as of 12/31/2018



Portfolio Holdings as of 3/31/2019



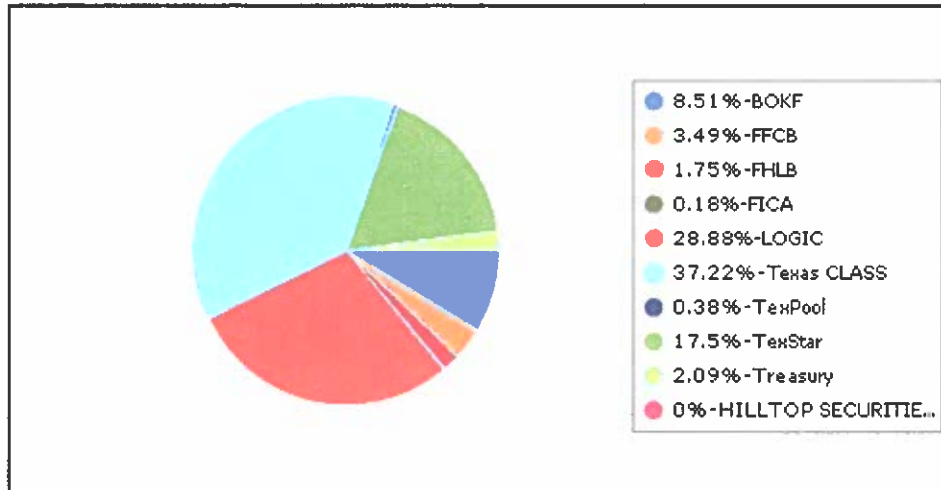


Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

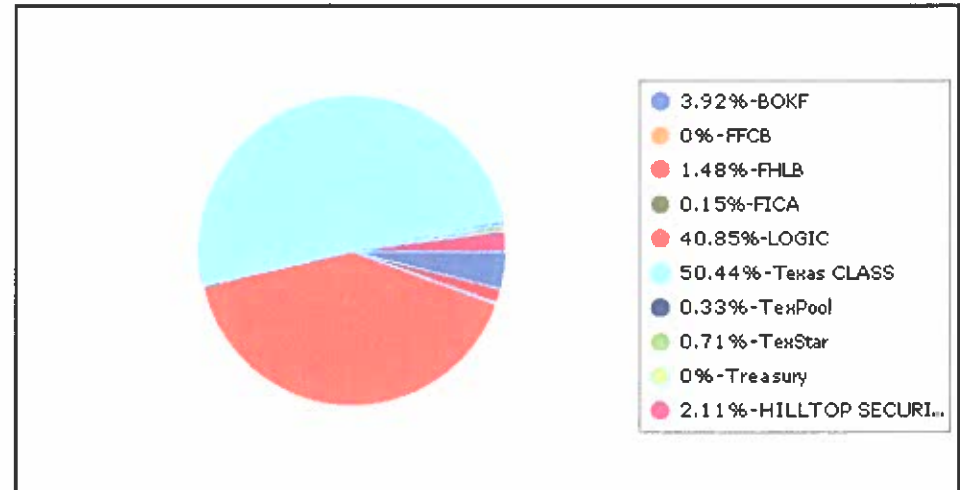
Begin Date: 12/31/2018, End Date: 3/31/2019

Issuer Allocation				
Issuer	Market Value 12/31/2018	% of Portfolio 12/31/2018	Market Value 3/31/2019	% of Portfolio 3/31/2019
BOKF	24,328,753.22	8.51	13,216,031.11	3.92
FFCB	9,989,854.00	3.49	0.00	0.00
FHLB	4,991,207.00	1.75	4,998,161.50	1.48
FICA	515,726.27	0.18	518,745.97	0.15
LOGIC	82,566,484.22	28.88	137,624,479.64	40.85
Texas CLASS	106,394,405.02	37.22	169,934,640.82	50.44
TexPool	1,094,484.90	0.38	1,100,977.51	0.33
TexStar	50,021,996.99	17.50	2,406,634.67	0.71
Treasury	5,986,719.00	2.09	0.00	0.00
HILLTOP SECURITIES	0.00	0.00	7,110,180.00	2.11
Total / Average	285,889,630.62	100.00	336,909,851.22	100.00

Portfolio Holdings as of 12/31/2018



Portfolio Holdings as of 3/31/2019



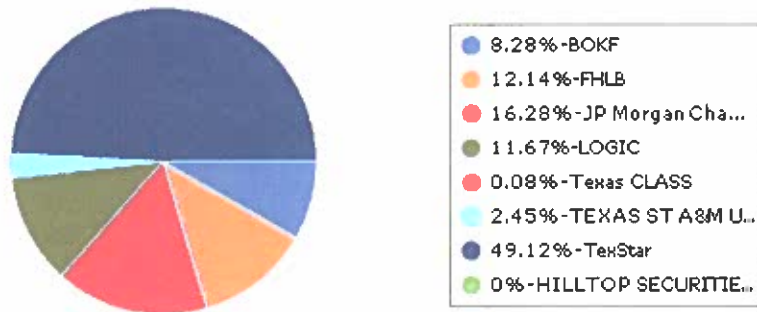


Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking / Debt Service Fund

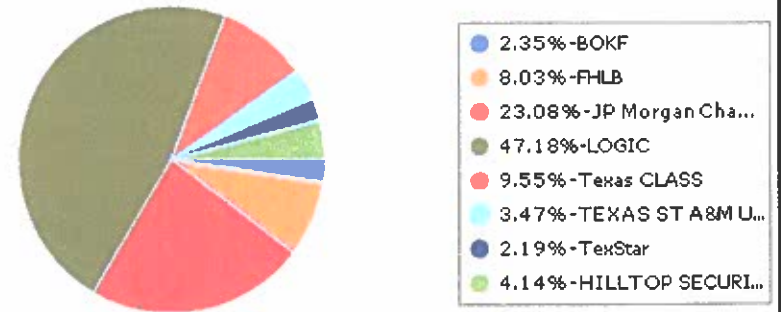
Begin Date: 12/31/2018, End Date: 3/31/2019

Issuer Allocation				
Issuer	Market Value 12/31/2018	% of Portfolio 12/31/2018	Market Value 3/31/2019	% of Portfolio 3/31/2019
BOKF	5,082,536.62	8.28	1,020,323.67	2.35
FHLB	7,454,109.35	12.14	3,479,738.50	8.03
JP Morgan Chase	10,000,000.00	16.28	10,000,000.00	23.08
LOGIC	7,165,740.04	11.67	20,443,237.37	47.18
Texas CLASS	48,862.29	0.08	4,139,114.32	9.55
TEXAS ST A&M UNIVERSITY	1,502,070.00	2.45	1,501,290.00	3.47
TexStar	30,166,537.68	49.12	947,532.12	2.19
HILLTOP SECURITIES	0.00	0.00	1,794,978.00	4.14
Total / Average	61,419,855.98	100.00	43,326,213.98	100.00

Portfolio Holdings as of 12/31/2018



Portfolio Holdings as of 3/31/2019



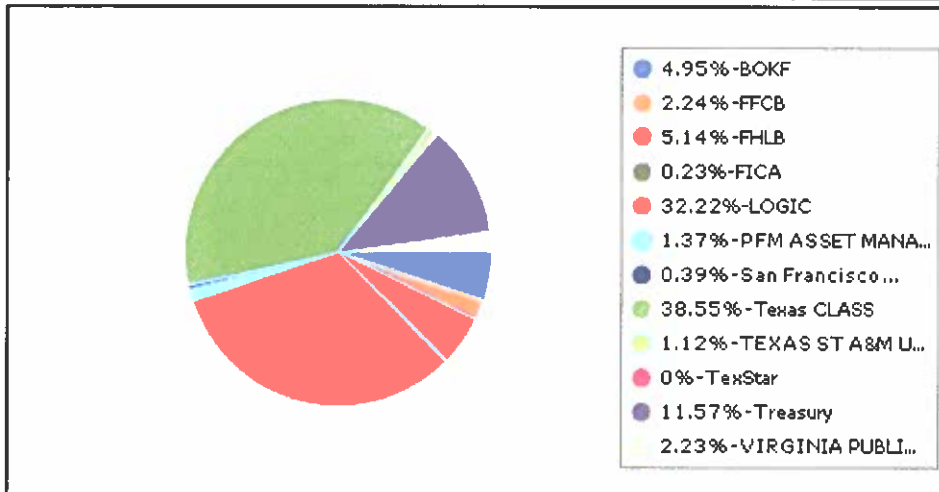


Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP: BOND FUND

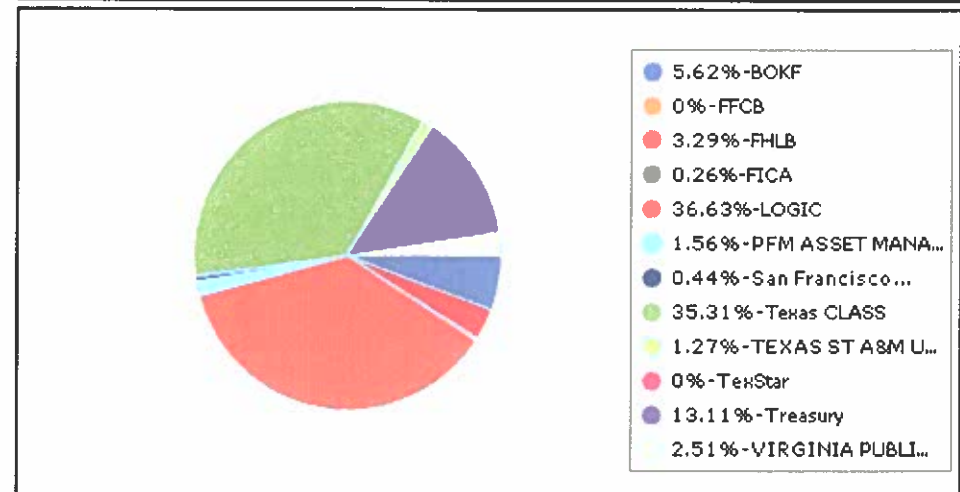
Begin Date: 12/31/2018, End Date: 3/31/2019

Issuer Allocation				
Issuer	Market Value 12/31/2018	% of Portfolio 12/31/2018	Market Value 3/31/2019	% of Portfolio 3/31/2019
BOKF	11,045,667.78	4.95	11,113,393.51	5.62
FFCB	4,994,927.00	2.24	0.00	0.00
FHLB	11,476,522.60	5.14	6,497,609.95	3.29
FICA	519,051.65	0.23	522,090.81	0.26
LOGIC	71,940,942.42	32.22	72,403,394.51	36.63
PFM ASSET MANAGEMENT	3,066,983.38	1.37	3,085,181.84	1.56
San Francisco City	875,367.50	0.39	875,315.00	0.44
Texas CLASS	86,074,981.86	38.55	69,802,173.70	35.31
TEXAS ST A&M UNIVERSITY	2,503,450.00	1.12	2,502,150.00	1.27
TexStar	1,652.88	0.00	1,662.67	0.00
Treasury	25,826,834.80	11.57	25,904,938.80	13.11
VIRGINIA PUBLIC BUILDING	4,983,590.35	2.23	4,959,261.30	2.51
Total / Average	223,309,972.22	100.00	197,667,172.09	100.00

Portfolio Holdings as of 12/31/2018



Portfolio Holdings as of 3/31/2019





Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 3/31/2019

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
CIP-2007 Bond Fund								
Texas CLASS LGIP		5/31/2010	640,134.22	100.00	640,134.22	0.11%	S&P-AA+	1
TXCLASS0004	640,134.22	2.60	640,134.22	2.60		0.00	NR	0
			640,134.22		640,134.22	0.11%		1
Sub Total CIP-2007 Bond Fund	640,134.22	2.60	640,134.22	2.60		0.00		0
CIP-2013 BOND								
BOKF 2.37 5/2/2019		11/1/2018	5,049,263.20	100.00	5,049,263.20	0.84%	NR	32
CDARS5168	5,049,263.20	2.37	5,049,263.20	2.37	0.00	0.00	NR	0.09
FICA MM		9/10/2015	522,090.81	100.00	522,090.81	0.09%	NR	1
MM9057-CIP2013	522,090.81	2.37	522,090.81	2.37		0.00	NR	0
LOGIC LGIP		9/18/2014	3,337,393.17	100.00	3,337,393.17	0.55%	NR	1
LOGIC13002	3,337,393.17	2.60	3,337,393.17	2.60		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		10/20/2016	3,085,181.84	100.00	3,085,181.84	0.51%	NR	1
PFM-1265-01	3,085,181.84	2.41	3,085,181.84	2.41		0.00	NR	0
Texas CLASS LGIP		4/14/2014	24,161,396.68	100.00	24,161,396.68	4.01%	S&P-AA+	1
TXCLASS0007	24,161,396.68	2.60	24,161,396.68	2.60		0.00	NR	0
Texas CLASS LGIP		12/1/2016	1,037,590.33	100.00	1,037,590.33	0.17%	NR	1
TXCLASS4001	1,037,590.33	2.60	1,037,590.33	2.60		0.00	NR	0
TexStar LGIP		2/20/2014	1,662.67	100.00	1,662.67	0%	S&P-AA+	1
TEXSTAR20130	1,662.67	2.41	1,662.67	2.41		0.00	NR	0
			37,194,578.70		37,194,578.70	6.17%		5
Sub Total CIP-2013 BOND	37,194,578.70	2.55	37,194,578.70	2.55	0.00	0.00		0.01
CIP-2017 BOND FUND								
BOKF 2.57 10/31/2019		11/1/2018	6,064,130.31	100.00	6,064,130.31	1.01%	NR	214
CDARS5087	6,064,130.31	2.57	6,064,130.31	2.57	0.00	0.00	NR	0.58
FHLB 2.5 9/10/2019		9/14/2018	6,494,995.00	99.96	6,497,609.95	1.08%	Moody's-Aaa	163
3130AEWJ5	6,500,000.00	2.58	6,497,740.12	2.58	9,479.17	-130.17	S&P-AA+	0.44



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 3/31/2019

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
LOGIC LGIP LOGIC13006	69,066,001.34	5/2/2018 2.60	69,066,001.34	100.00 2.60	69,066,001.34	11.45% 0.00	NR NR	1 0
San Francisco City 3 8/15/2019 7976462R6	875,000.00	5/23/2018 2.40	880,451.25 876,067.77	100.04 2.80	875,315.00 7,729.17	0.15% -752.77	S&P-AA+ Moody's-Aaa	76 0.21
Texas CLASS LGIP TXCLASS0009	43,963,052.47	5/4/2018 2.60	43,963,052.47	100.00 2.60	43,963,052.47	7.29% 0.00	NR NR	1 0
TEXAS ST A&M UNIVERSITY 3.253 5/15/2019 88213AJV8	2,500,000.00	5/11/2018 2.40	2,521,150.00 2,502,579.27	100.09 2.52	2,502,150.00 30,722.78	0.41% -429.27	S&P-AAA Moody's-Aaa	45 0.12
T-Note 1.625 8/31/2019 912828D80	26,000,000.00	12/21/2018 2.63	25,822,002.55 25,892,357.27	99.63 2.51	25,904,938.80 35,591.03	4.29% 12,581.53	NR Moody's-Aaa	153 0.42
VIRGINIA PUBLIC BUILDING 3 8 8/1/2019 9282172VY8	4,955,000.00	12/24/2018 2.70	4,987,257.05 4,973,034.62	100.09 3.52	4,959,261.30 31,381.67	0.82% -13,773.32	S&P-AA+ Moody's-Aa1	123 0.33
Sub Total CIP-2017 BOND FUND	159,923,184.12	2.60	159,799,039.97 159,834,963.17	2.61	159,832,459.17 114,903.82	26.5% -2,504.00		45 0.12
Food Service Fund								
LOGIC LGIP LOGIC13004	51,682.12	9/21/2018 2.60	51,682.12	100.00 2.60	51,682.12	0.01% 0.00	NR NR	1 0
Texas CLASS LGIP TXCLASS0002	52,047.72	2/14/2012 2.60	52,047.72	100.00 2.60	52,047.72	0.01% 0.00	S&P-AA+ NR	1 0
TexStar LGIP TEXSTAR15580	669.42	5/31/2010 2.41	669.42	100.00 2.41	669.42	0% 0.00	S&P-AA+ NR	1 0
Sub Total Food Service Fund	104,399.26	2.60	104,399.26	2.60	104,399.26	0.02% 0.00		1 0
General Operating Fund								
BOKF 2.16 4/25/2019 CDARS8538	8,162,589.21	4/26/2018 2.16	8,162,589.21	100.00 2.16	8,162,589.21 0.00	1.35% 0.00	NR NR	25 0.07



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 3/31/2019

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
BOKF 2.57 10/31/2019 CDARS5125	5,053,441.90	11/1/2018 2.57	5,053,441.90	100.00 2.57	5,053,441.90 0.00	0.84% 0.00	NR NR	214 0.58
FHLB 2.5 9/10/2019 3130AEWJ5	5,000,000.00	9/14/2018 2.58	4,996,150.00 4,998,261.63	99.96 2.58	4,998,161.50 7,291.67	0.83% -100.13	Moody's-Aaa S&P-AA+	163 0.44
FICA MM MM9057-GO	518,745.97	2/8/2016 2.37	518,745.97	100.00 2.37	518,745.97	0.09% 0.00	NR NR	1 0
HILLTOP SECURITIES 5.763 10/1/2019 882722KB6	7,000,000.00	1/22/2019 2.70	7,145,600.00 7,106,311.11	101.57 2.57	7,110,180.00 201,705.00	1.18% 3,868.89	Moody's-Aaa S&P-AAA	184 0.49
LOGIC LGIP LOGIC13001	137,624,479.64	9/25/2014 2.60	137,624,479.64	100.00 2.60	137,624,479.64	22.81% 0.00	NR NR	1 0
Texas CLASS LGIP TXCLASS0001	169,934,640.82	5/31/2010 2.60	169,934,640.82	100.00 2.60	169,934,640.82	28.17% 0.00	S&P-AA+ NR	1 0
TexPool LGIP TEXPOOL00001	1,100,977.51	6/30/2010 2.42	1,100,977.51	100.00 2.42	1,100,977.51	0.18% 0.00	S&P-AA+ NR	1 0
TexStar LGIP TEXSTAR11110	2,406,634.67	5/31/2010 2.41	2,406,634.67	100.00 2.41	2,406,634.67	0.4% 0.00	S&P-AA+ NR	1 0
Sub Total General Operating Fund	336,801,509.72	2.59	336,943,259.72 336,906,082.46	2.59	336,909,851.22 208,996.67	55.85% 3,768.76		11 0.03
Interest & Sinking / Debt Service Fund								
BOKF 2.16 4/25/2019 CDARS8546	1,020,323.67	4/26/2018 2.16	1,020,323.67	100.00 2.16	1,020,323.67 0.00	0.17% 0.00	NR NR	25 0.07
FHLB 0.875 8/5/2019 3130A8Y72	3,500,000.00	9/14/2018 2.56	3,448,340.00 3,479,812.86	99.42 2.57	3,479,738.50 4,763.89	0.58% -74.36	Moody's-Aaa S&P-AA+	127 0.34
HILLTOP SECURITIES 2.192 2/15/2020 64990EJH1	1,800,000.00	1/23/2019 2.75	1,789,560.00 1,791,362.78	99.72 2.52	1,794,978.00 5,041.60	0.3% 3,615.22	Moody's-Aa1 S&P-AA+	321 0.87



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 3/31/2019

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
JP Morgan Chase 2.13 4/9/2019		4/9/2018	10,000,000.00	100.00	10,000,000.00	1.66%	NR	9
CD549902	10,000,000.00	2.13	10,000,000.00	2.13	207,747.94	0.00	NR	0.02
LOGIC LGIP		12/2/2014	20,443,237.37	100.00	20,443,237.37	3.39%	NR	1
LOGIC13003	20,443,237.37	2.60	20,443,237.37	2.60		0.00	NR	0
Texas CLASS LGIP		5/31/2010	4,139,114.32	100.00	4,139,114.32	0.69%	S&P-AA+	1
TXCLASS0003	4,139,114.32	2.60	4,139,114.32	2.60		0.00	NR	0
TEXAS ST A&M UNIVERSITY 3.253 5/15/2019		5/11/2018	1,512,690.00	100.09	1,501,290.00	0.25%	S&P-AAA	45
88213AJV8	1,500,000.00	2.40	1,501,547.56	2.52	18,433.67	-257.56	Moody's-Aaa	0.12
TexStar LGIP		5/31/2010	947,532.12	100.00	947,532.12	0.16%	S&P-AA+	1
TEXSTAR33330	947,532.12	2.41	947,532.12	2.41		0.00	NR	0
			43,300,797.48		43,326,213.98	7.2%		28
Sub Total Interest & Sinking / Debt Service Fund	43,350,207.48	2.47	43,322,930.68	2.47	235,987.10	3,283.30		0.07
Internal Finance Fund								
BOKF 2.16 4/25/2019		4/26/2018	867,275.09	100.00	867,275.09	0.14%	NR	25
CDARS8597	867,275.09	2.16	867,275.09	2.16	0.00	0.00	None	0.07
Texas CLASS LGIP		5/31/2010	3,824,400.69	100.00	3,824,400.69	0.63%	S&P-AA+	1
TXCLASS0005	3,824,400.69	2.60	3,824,400.69	2.60		0.00	NR	0
TexStar LGIP		5/31/2010	118,966.07	100.00	118,966.07	0.02%	S&P-AA+	1
TEXSTAR15640	118,966.07	2.41	118,966.07	2.41		0.00	NR	0
			4,810,641.85		4,810,641.85	0.79%		5
Sub Total Internal Finance Fund	4,810,641.85	2.52	4,810,641.85	2.52	0.00	0.00		0.01
Scholarships								
BOKF 2.425 4/23/2020		4/26/2018	460,280.33	100.00	460,280.33	0.08%	NR	389
CDARS9135	460,280.33	2.43	460,280.33	2.43	0.00	0.00	NR	1.05
Nationwide-Highmark Bond		4/19/2002	23,446.00	10.63	23,512.36	0%	NR	
HIGHMARK857	2,211.89		23,446.00			66.36	NR	



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 3/31/2019

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Texas CLASS LGIP TXCLASS0008	521,132.49	4/24/2014 2.60	521,132.49	100.00 2.60	521,132.49	0.09% 0.00	S&P-AA+ NR	1 0
TexStar LGIP TEXSTAR44440	23,040.97	5/31/2010 2.41	23,040.97	100.00 2.41	23,040.97	0% 0.00	S&P-AA+ NR	1 0
Sub Total Scholarships	1,006,665.68	2.52	1,027,899.79	2.52	1,027,966.15 0.00	0.17% 66.36		179 0.48
TRE FUND								
LOGIC LGIP LOGIC13005	19,369,712.65	3/8/2018 2.60	19,369,712.65	100.00 2.60	19,369,712.65	3.21% 0.00	NR NR	1 0
TexStar LGIP TEXSTAR15650	24,185.53	3/8/2018 2.41	24,185.53	100.00 2.41	24,185.53	0% 0.00	None None	1 0
Sub Total TRE FUND	19,393,898.18	2.60	19,393,898.18	2.60	19,393,898.18 0.00	3.21% 0.00		1 0
TOTAL PORTFOLIO	603,225,219.21	2.58	603,214,649.17 603,235,528.31	2.58	603,240,142.73 559,887.59	100.00% 4,614.42		21 0.05

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 2019**

TOPIC: APPROVE AUTHORIZATION TO PERFORM AN ENERGY SAVINGS PERFORMANCE ASSESSMENT FOR SOUTHWEST HIGH SCHOOL JOB NO. 014-243 (RFQ #19-097) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Education Code §44.901 and Texas Government Code §2254.004, the District issued a Request for Qualifications (RFQ) to select an Energy Service Company (“ESCO”) to provide energy savings performance contracting for Southwest High School with the following schedule of events:

First Advertisement	April 1, 2019
Second Advertisement	April 8, 2019
Deadline for Questions – 1:30pm CST	Thursday, April 11, 2019
Addendum Posted (If needed)	Thursday, April 11, 2019
Deadline to Receive Qualifications – Prior to 10:30am CST	Thursday, April 18, 2019
Evaluation Meeting – 9:30am CST	Wednesday, April 24, 2019
Board Approval	May 14, 2019

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

- ABM Building Services, LLC
- Ameresco, Inc.
- E3 Entegral Solutions, Inc.
- Energy Systems Group, LLC
- McKinstry Essention, LLC
- Mid State Energy, LLC
- Performance Services, Inc.

The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. The results are as follows:

1. Mid State Energy, LLC
2. Ameresco, Inc.
3. McKinstry Essention, LLC
4. E3 Entegral Solutions, Inc.
5. ABM Building Services, LLC
6. Energy Systems Group, LLC
7. Performance Services, Inc.

Administration seeks authorization from the Board of Education (BOE) for the first ranked firm to perform an Energy Savings Performance Assessment in order to provide to the District an energy savings projection on the Southwest High School Project. This assessment, with resulting projected energy savings, needs to be finalized and reviewed prior to entering into any formal Energy Savings Performance Contract, which will be brought back to the BOE for approval at a later date.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Perform An Energy Savings Performance Assessment For Southwest High School Job No. 014-243 (RFQ #19-097) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Perform An Energy Savings Performance Assessment For Southwest High School Job No. 014-243 (RFQ #19-097) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Perform An Energy Savings Performance Assessment For Southwest High School Job No. 014-243 (RFQ #19-097) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-XXX-014-99-000-014243

COST:

Not To Exceed \$10,000

VENDOR:

Mid State Energy, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-097

Number of Bid/Proposals Received: 7

Number of Compliant Bid/Proposals Received: 7

Joint Venture Firms: 0

HUB Firms: 0

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

TEA #014 Southwest High School

RATIONALE:

In accordance with Sec. 44.901, Texas Education Code, prior to entering into an Energy Savings Performance Contract, the BOE must require that the cost savings projected by the proposed Vendor be reviewed by a licensed professional engineer. This Performance Assessment will provide the District with the required information for the engineer to review.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 2019**

TOPIC: APPROVE AUTHORIZATION TO PERFORM AN ENERGY SAVINGS PERFORMANCE ASSESSMENT FOR EASTERN HILLS HIGH SCHOOL JOB NO. 006-243 (RFQ #19-094) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Education Code §44.901 and Texas Government Code §2254.004, the District issued a Request for Qualifications (RFQ) to select an Energy Service Company (“ESCO”) to provide energy savings performance contracting for Eastern Hills High School with the following schedule of events:

First Advertisement	April 1, 2019
Second Advertisement	April 8, 2019
Deadline for Questions – 1:00pm CST	Thursday, April 11, 2019
Addendum Posted (If needed)	Thursday, April 11, 2019
Deadline to Receive Qualifications – Prior to 10:00am CST	Thursday, April 18, 2019
Evaluation Meeting – 9:00am CST	Wednesday, April 24, 2019
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- ABM Building Services, LLC
- Ameresco, Inc.
- E3 Entegral Solutions, Inc.
- Energy Systems Group, LLC
- McKinstry Essention, LLC
- Mid State Energy, LLC
- Performance Services, Inc.

The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. The results are as follows:

1. Ameresco, Inc.
2. Mid State Energy, LLC
3. Energy Systems Group, LLC
4. ABM Building Services, LLC
5. McKinstry Essention, LLC
6. E3 Entegral Solutions, Inc.
7. Performance Services, Inc.

Administration seeks authorization from the Board of Education (BOE) for the first ranked provider to perform an Energy Savings Performance Assessment in order to provide to the District an energy savings projection on the Eastern Hills High School Project. This assessment, with resulting projected energy savings, needs to be finalized and reviewed prior to entering into any formal Energy Savings Performance Contract, which will be brought back to the BOE for approval at a later date.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Perform An Energy Savings Performance Assessment For Eastern Hills High School Job No. 006-243 (RFQ #19-094) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Perform An Energy Savings Performance Assessment For Eastern Hills High School Job No. 006-243 (RFQ #19-094) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Perform An Energy Savings Performance Assessment For Eastern Hills High School Job No. 006-243 (RFQ #19-094) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-XXX-006-99-000-006243

COST:

Not To Exceed \$10,000

VENDOR:

Ameresco, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-094

Number of Bid/Proposals Received: 7

Number of Compliant Bid/Proposals Received: 7

Joint Venture Firms: 0

HUB Firms: 0

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

TEA #006 Eastern Hills High School

RATIONALE:

In accordance with Sec. 44.901, Texas Education Code, prior to entering into an Energy Savings Performance Contract, the BOE must require that the cost savings projected by the proposed Vendor be reviewed by a licensed professional engineer. This Performance Assessment will provide the District with the required information for the engineer to review.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 2019**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH STEELE & FREEMAN, INC. FOR PHASE I GMP CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 229-131 (RFQ #19-071) OVERTON PARK ELEMENTARY SCHOOL

BACKGROUND:

On January 22, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Steele & Freeman, Inc., for pre-construction services for Job No. 229-131 (CMAR RFQ #19-071), Overton Park Elementary School, a new ground up elementary school to address the extreme overcrowding at the existing Tanglewood Elementary campus.

Phase 1 GMP includes site, civil and utilities work.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$21,730,000.00	\$21,730,000.00
January 22, 2019	Pre-Construction	(\$12,729.00)	\$21,717,271.00
April 9, 2019	Escalation	\$3,587,500.00	\$25,304,771.00
May 21, 2019	Phase I GMP	(\$5,816,483.00)	\$19,488,288.00

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate And Enter Into A Contract With Steele & Freeman, Inc. For Phase I GMP Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 229-131 Overton Park Elementary School
2. Decline to Approve Authorization To Negotiate And Enter Into A Contract With Steele & Freeman, Inc. For Phase I GMP Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 229-131 Overton Park Elementary School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate And Enter Into A Contract With Steele & Freeman, Inc. For Phase I GMP Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 229-131 Overton Park Elementary School

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-229-99-000-229131 - \$5,526,299

671-81-6629-B40-229-99-000-229131 - \$290,184

COST:

Not To Exceed \$5,816,483

VENDOR:

Steele & Freeman, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #229 Overton Park Elementary School

RATIONALE:

Construction needs to begin in order for the campus to open for the Fall 2020 semester.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
May 21, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR WESTERN HILLS HIGH SCHOOL ADDITION / RENOVATION JOB NO. 015-202 (RFQ #19-100) 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 Western Hills High School Addition / Renovation project with the following schedule of events:

First Advertisement	April 8, 2019
Second Advertisement	April 15, 2019
Pre-Proposal Conference – 10:00am CST	Tuesday, April 16, 2019
Deadline for Questions – 2:00pm CST	Thursday, April 18, 2019
Addendum Posted	Friday, April 19, 2019
Deadline to Receive Qualifications – Prior to 10:00am CST	Friday, April 26, 2019
Evaluation Meeting	Wednesday, May 1, 2019
Issue Step 2 to Short List (Schedule Interviews)	Wednesday, May 1, 2019
Receive Step 2 - GC’s & Fees	Monday, May 6, 2019 – 2:00pm CST
Interview Firms on Short List; Rank Submissions	Wednesday, May 8, 2019
Board Approval of CMAR Firm	May 21, 2019

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

- Byrne - Potere JV
- Con-Real Group
- Dennett Construction, LC
- Paschen Muckleroy & Falls Azteca Partners
- Reeder General Contractors, Inc.
- 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. Three (3) 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 three (3) 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. Reeder General Contractors, Inc.
2. Turner | Source Joint Venture
3. Byrne - Potere JV

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Western Hills High School Addition / Renovation Job No. 015-202 (RFQ #19-100) 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 Western Hills High School Addition / Renovation Job No. 015-202 (RFQ #19-100) 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 Western Hills High School Addition / Renovation Job No. 015-202 (RFQ #19-100) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-015-99-000-015202

COST:

Not To Exceed \$10,000

VENDOR:

Reeder General Contractors, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-100

Number of Bid/Proposals Received: 6

Number of Compliant Bid/Proposals Received: 6

Joint Venture Firms: 4

HUB Firms: 7

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

TEA #015 Western 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
May 21, 2019**

TOPIC: APPROVE CAMPUS TURNAROUND PLAN

BACKGROUND:

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

Fort Worth ISD has one campus that has not met standard for two consecutive years, Polytechnic High School. The campus has requested input from parents, community members and stakeholders in developing the campus Turnaround Plan as required by TEC §39.107(a-2) (2). The campus site-based decision making committee (SBDM), as well as parents and community members, have an opportunity to review and provide written feedback regarding the campus Turnaround Plan as required by TEC §39.107(b).

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

Full implementation of the Turnaround Plan must take effect no later than the beginning of school year 2019-20. Pending TEA final approval.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Campus Turnaround Plan for Polytechnic High School for School Year 2019-2021
2. Decline to Approve Campus Turnaround Plan for Polytechnic High School for School Year 2019-2021.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Campus Turnaround Plan

FUNDING SOURCE

Additional Details

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

009 Polytechnic High School

RATIONALE:

TEC §39.107 requires that each campus which has been identified as unacceptable for two consecutive years must develop and submit a Turnaround Plan to the agency for approval. The Turnaround Plan is developed by the Campus Intervention Team (CIT), which includes the Campus Leadership Team (CLT), district coordinator of school improvement (DCSI), and professional service provider (PSP), and any other stakeholder groups (SBDM, faculty, parents and community). It should explain the campus' systemic approach to producing significant gains to meet state standards within two years. A public hearing and approval from the Board of Trustees are also required by (TEC §39.107(a-1)(2)). After board approval is secured, the Turnaround Plan will be submitted to the Commissioner of Education for final approval.

INFORMATION SOURCE:

Cherie Washington
Susan Hernandez

Poly Budget and Financial Resources 2019-2021. This is a two-year flexible budget proposal based n campus needs and student data outcomes

<i>Category</i>	<i>Amount</i>	<i>Description</i>
Payroll	\$310,608	Extra Duty Pay , Retention and ILT Stipends
Professional Development	\$193,000	Contracted Services
Supplies and Materials	\$79,989	Resources,Technology, Book Studies
Other Operating Costs	\$25,000	Applicable Staff and Student Travel
TWO-YEAR Total	\$608,597	

<i>Category</i>	<i>Detailed Description</i>	<i>Year One</i>	<i>Year Two</i>	<i>Funding Source</i>
Payroll	Extra Duty Pay for Teachers (Incentive for Transformation Zone Schools). Three days of extended professional development and/or content PLC time to create instructional planning calendars (IPCs), prepare for six week lesson planning and to practice culture routines. 89 staff members for an average daily rate of 312 times 3 days	83,304	83,304	Title I \$44,000 211-13-6100-000-009-24-510-000000-20F10 School improvement \$44,526 211-13-6100-000-009-24-510-000000-20F34
	Stipend for Transformation Retention (Based on SPF Performance). If the school is removed from the F status of SPF then, these will become retention stipends for year one and year two to be paid out at the end of 2019-2020 and the end of 2020-2021. Principal retention stipend is 10500K x 1, assistant principals are 7500K x 4, and 1 dean, 3 coaches and 1 data analyst are 3500K x 5	58,000	58,000	Local 199 199-13-6100-TUR-009-24-
	Stipend for Instructional Leadership Team Members to serve on the ILT team. This stipend covers their extra duty pay as required by the position and extra hours required to work throughout the year for coaching peers and meetings. This includes 1 Math, 2 ELAR, 1 Science,1 Social Studies, 1 Elective, and 1 CTE for a total of 7 ILT members times 2K each	14,000	14,000	Local 199 199-13-6100-TUR-009-24-
Professional Development	Student leadership development opportunities. This pays for travel, fees, enrichment activities and/or snacks and meals to Advanced Academic competitions, aviation leadership programs, National Honor Society, STUCO, Girls INC, MBK (My Brothers Keeper) and MSK (My Sisters Keepers)	15,100	4,100	School Improvement 211-13-6100-000-009-24-510-000000-20F34
	Social and emotional leadership professional development student from our SEL program Building Assets, Reducing Risks (BARR). This includes the programming, support, and travel expenses for BARR	55,000	55,000	Local 199 199-13-6100-TUR-009-24-
	Carnegie will support conceptual math training throughout the year on a six-week basis. The plan also includes coaching and feedback on classroom observations and IPC creation for all math teachers and math coaches	34,800	13,000	Local 199 199-13-6100-TUR-009-24-
	Scholastic will provide ID training for comprehensive book clubs and secondary literacy stations (small group instruction). This plan also includes coaching and feedback on classroom observations and IPC for all ELAR classes to implement a Comprehensive Literacy plan throughout the school year	16,000		Local 199 199-13-6100-TUR-009-24-
Supplies and Materials	Culturally diverse, SEL themed, and varied genre texts for all 9-12 classrooms to support the comprehensive literacy plan	30,335	15,000	School Improvement 211-13-6100-000-009-24-510-000000-20F34
	Book study for the comprehensive literacy plan for Transformation Zone	1,000	1,000	Title I 211-13-6100-000-009-24-510-000000-20F10

	Technology for blended learning for math and ELAR for Transformation. This is not capital outlay because it is under 25K per year	16,327	16,327	School Improvement
Other Operating Costs	Conferences and/or travel for students and Poly team members to improve the application of the Turnaround Plan	12,500	12,500	Title 1 211-13-6100-000-009-24-510-000000-20F10

Poly Additional Funding Resources		
<i>Category</i>	<i>Description</i>	<i>Totals Based on 2019-2020 Funding</i>
Rainwater	3 FWCP Instructional Coaches	164,958
Rainwater	Teacher Incentive Pay for Reaching Academic Targets for Core Content	104,700
Focus School Funding		138,000
Title Funds		315,716
General Operating Funds		191,004

Local 199	Title 1	School Improvement
58,000	44,000	44526
58,000	44,000	44526
14,000	1,000	15100
14,000	1,000	4100
55,000	12,500	30335
55,000	12,500	15000
34,800		16327
13,000		16327
16,000		
317,800	115,000	186,241

**ACTION AGENDA ITEM
BOARD MEETING
May 21, 2019**

TOPIC: APPROVE AMMENDMENTS TO PERFORMANCE CONTRACT WITH TEXAS WESLEYAN UNIVERSITY TO OPERATE AND MANAGE SELECT FWISD CAMPUSES

BACKGROUND:

On October 9, 2018, the FWISD Board of Education approved policy ELA(LOCAL) providing the process for Fort Worth ISD to follow when identifying potential partnering organizations. On February 12, 2019, the Board approved the recommendation to select Texas Wesleyan University to partner with the District to operate and manage FWISD Leadership Academy campuses. On February 26, 2019, the Board approved the performance contract with Texas Wesleyan University to operate and manage the following FWISD campuses.

Campuses included in this performance contract are:

- Leadership Academy at Como Elementary
- Leadership Academy at John T. White Elementary
- Leadership Academy at Mitchell Boulevard Elementary
- Leadership Academy at Maude I. Logan Elementary
- Leadership Academy at Forest Oak Middle School

On April 1, 2019 an application was submitted to the Texas Education Agency (TEA) to secure extra per pupil funding as provided by SB 1882.

On April 25, 2019, members of the Fort Worth ISD and Texas Wesleyan teams participated in a capacity interview with the TEA in Austin. The purpose was to review the contract approved by the Board in order to secure the funding for the 1882 partnership. TEA requested amendments to the contract in order to approve the application for SB 1882 funding.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve of Amendments to Performance Contract with Texas Wesleyan University to Operate and Manage select FWISD campuses
2. Decline to Approve Amendments to Performance Contract with Texas Wesleyan University to Operate and Manage select FWISD campuses
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Amendments to Performance Contract with Texas Wesleyan University to Operate and Manage select FWISD campuses

FUNDING SOURCE

Additional Details

No cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments

RATIONALE:

Approval of the amendments to the contract provides an opportunity for Fort Worth ISD and Texas Wesleyan to secure extra per pupil funding as provided by SB 1882 to improve student learning, increase the choice of learning opportunities within our public-school system and encourages different and innovative learning methods.

INFORMATION SOURCE:

Charles Carroll
David Saenz

**ACTION AGENDA ITEM
BOARD MEETING
May 21, 2019**

**TOPIC: APPROVE SECOND READING-REVISION TO BOARD POLICIES
CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL),
FNCE(LOCAL) AND GKC(LOCAL)**

BACKGROUND:

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revision to Board Policies CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL), FNCE(LOCAL) AND GKC(LOCAL)
2. Decline to Approve Second Reading-Revision to Board Policies CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL), FNCE(LOCAL) AND GKC(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revision to Board Policies CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL), FNCE(LOCAL) AND GKC(LOCAL)

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments

RATIONALE:

The approval of this policy will update the language as recommended by TASB and/or district personnel.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore
Amanda Coleman

Board Policy Update #111

➤ CAA(LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES – FINANCIAL ETHICS

RATIONALE

A revision to this policy on fraud and financial impropriety is recommended to clarify that reports of suspected impropriety may be made to a person who has authority to investigate the alleged activity, including the specific individuals your district has listed in the policy. This revision aligns the district's policy with Education Code 37.148, which prohibits a district from adopting a policy that requires an employee to report only to certain persons or peace officers a crime witnessed at the school.

Annotations are shown as follows.

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

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
 - for Board members—BBF
 - for employees—DH
 - Financial conflicts of interest:
 - for public officials—BBFA
 - for all employees—DBD
 - for vendors—CHE
 - Compliance with state and federal grant and award requirements: CB, CBB
 - Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
 - Systems for monitoring the District's investment program: CDA
 - Budget planning and evaluation: CE
 - Compliance with accounting regulations: CFC
 - Activity fund management: CFD
 - Criminal history record information for employees: DBAA, DC
 - Disciplinary action for fraud by employees: DCD, DCE, and DF series
-

~~**Note:** See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:~~

- ~~• Code of ethics:
for Board members—BBF
for employees—DH~~
- ~~• Financial conflicts of interest:
for public officials—BBFA~~

~~for all employees—DBD
for vendors—CHE~~

- ~~• Compliance with state and federal grant and award requirements: CB, CBB~~
- ~~• Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB~~
- ~~• Systems for monitoring the District's investment program: CDA~~
- ~~• Budget planning and evaluation: CE~~
- ~~• Compliance with accounting regulations: CFC~~
- ~~• Activity fund management: CFD~~
- ~~• Criminal history record information for employees: DBAA, DC~~
- ~~• Disciplinary action for fraud by employees: DCD, DCE, and DF series~~

Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Knowingly submitting a false or fraudulent claim to obtain payment from the United States government.
13. Any other dishonest act regarding the finances of the District.
14. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The Superintendent or designee shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reporting Process

Any ~~person~~ employee who knows or suspects an occurrence of fraud, misappropriation, or financial impropriety, criminal act, or violation of Board policy shall immediately notify one or more of the following:

- District's hotline at (817) 814-1971
- Office of Professional Standards (or)
- Employee's Supervisor

~~in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including the Superintendent or chief internal auditor. The Internal Audit's Fraud Hotline shall also be available for reporting fraud.~~

~~Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with~~

~~law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.~~

Any reports received by a supervisor shall immediately be reported to the District's hotline.

Protection from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

Hotline Management and Reporting

The Internal Audit Department shall be responsible for ensuring the monitoring of the District's hotline 24 hours per day, seven days per week. All allegations reported over the hotline will be evaluated and investigated. All informants have the option to remain anonymous.

Fraud Investigations

The chief internal auditor shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the chief internal auditor shall promptly inform the Superintendent and the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.

When circumstances warrant, the chief internal auditor shall refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with the chief legal counsel and the Superintendent.

Federal Awards Disclosure

The District shall disclose, in a timely manner in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a federal grant award. [See CBB]

False Claims Act

The Superintendent or designee shall ensure that employees, vendors, and contractors with any responsibilities for services to be reimbursed through Medicaid are informed of the False Claims Act

and the District's prohibition on knowingly submitting a false or fraudulent claim for payment, federal administrative remedies for false claims and statements, and state laws on false claims and statements.

The District's procedures shall include information regarding reporting suspected violations as provided at REPORTS, above, as well as reports to the [State Office of Inspector General](#)¹ or at 1-800-436-6184 or <https://oig.hpsc.state.tx.us/>.

Analysis of Fraud

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent or designee shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent or designee shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

¹The State Office of the Inspector General: <https://oig.hpsc.state.tx.us/>

Board Policy Update

➤ EIC(LOCAL): ACADEMIC ACHIEVEMENT – CLASS RANKING

RATIONALE

A group of stakeholders, including high school students, parents, teachers, campus-based and central-office personnel met February 19, 2019, to review and recommend changes to current grading guidelines.

The group proposes that beginning with the graduating class of 2023 (freshman entering high school in the 2019-2020 school year), the grading scale and weighted GPA scale be changed to reflect this revised EIC(LOCAL) policy.

Annotations are shown as follows.

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

The District shall apply the same rules for class rank calculation and local graduation honors to all students in a graduating class, regardless of the school year in which a student entered grade 9.

Calculation

The District shall include in the calculation of class rank grades earned in all **eligible** high school credit courses taken in grades 9–12. Beginning with the graduating class of 2025, the District shall also include in the calculation of class rank semester grades earned before grade 9 in Advanced Placement (AP) courses.

Exclusions

The calculation of class rank shall exclude grades earned in or by a local credit course; a course for which a pass/fail grade is assigned; credit by examination, with or without prior instruction, and grades earned prior to grade 9.

In addition, the calculation of class rank shall exclude grades earned through distance learning and traditional correspondence courses, as well as in dual credit courses taken through a college with which the District does not have a partnership agreement.

*Beginning with
Graduating Class
of 2021*

Beginning with students in the graduating class of 2021, the District shall allow each student, at the time of course enrollment, to designate for exclusion from the class rank calculation up to two semester grades earned in grades 11 and 12 in any eligible course or courses. The District shall annually publish in appropriate District publications a list of courses eligible for exclusion by a student, along with procedural rules and deadline.

**Weighted Grade
System**

The District shall categorize and weight courses as Tier I, Tier II, and Tier III in accordance with provisions of this policy.

Categories

Tier I

Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier I courses. The courses shall include AP courses, International Baccalaureate (IB) courses, dual credit courses, any courses for which a Tier I course is a prerequisite, and other District-designated courses.

Tier II

Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier II courses. The courses shall include high school Pre-AP courses, Pre-IB courses, and other courses locally designated as honors courses.

Tier III

All other eligible courses shall be designated as Tier III courses.

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Weighted Grade
Point Average

For the graduating classes of 2020, 2021, and 2022, the District shall convert semester grade points and shall calculate a weighted grade point average (GPA) in accordance with the following ~~chart~~:

Grade	Tier I	Tier II	Tier III
97 and above	5.0	4.5	4.0
94–96	4.8	4.3	3.8
91–93	4.6	4.1	3.6
87–90	4.4	3.9	3.4
84–86	4.2	3.7	3.2
81–83	4.0	3.5	3.0
77–80	3.8	3.3	2.8
74–76	3.6	3.1	2.6
71–73	3.4	2.9	2.4
70	3.0	2.5	2.0
69 or below	0	0	0

Beginning with the graduating class of 2023, the District shall convert semester grade points and shall calculate a weighted grade point average (GPA) in accordance with the following:

Grade	Tier I	Tier II	Tier III
97 and above	5.0	4.5	4.0
94–96	4.8	4.3	3.8
90–93	4.6	4.1	3.6
87–89	4.4	3.9	3.4
84–86	4.2	3.7	3.2
80–83	4.0	3.5	3.0
77–79	3.8	3.3	2.8
74–76	3.6	3.1	2.6
71–73	3.4	2.9	2.4
70	3.0	2.5	2.0
69 or below	0	0	0

Transferred Grades

When a student transfers grades for properly documented courses from an accredited U.S. or foreign public or private institution, the District shall assign weight to those grades based on the catego-

**Local Graduation
Honors**

ries and grade weight system used by the District if similar or equivalent courses are offered to the same class of students in the District.

Conversion of letter grades to numerical grades for students transferring into the District with letter grades may be found in the District's Guide to Grade Reporting. Grades earned in nonaccredited schools shall be handled in accordance with FD(LOCAL).

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank at the end of the fifth six-week grading period of the senior year upon receipt of grades for dual credit courses, except for schools on an accelerated block schedule. The average of the fourth and fifth six-week grades shall be used as the semester grade for this purpose.

For schools on an accelerated block schedule, the District shall calculate class rank at the end of the third nine-week grading period of the senior year. The grade for the third nine-week grading period shall be used as the semester grade for this purpose.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

**Valedictorian and
Salutatorian**

The valedictorian and salutatorian shall be the eligible students with the highest and second-highest rank, respectively. To be eligible for such recognition, a student must:

1. Have completed the foundation program with the distinguished level of achievement; and
2. Have completed 19 credits before the first day of the school year in which graduation requirements are completed; and
3. Have been continuously enrolled in the same District high school for the two school years immediately preceding graduation.

Ties

In case of a tie in either the weighted GPAs or the weighted numerical grade averages after calculation to the thousandths place, the District shall recognize all students involved in the tie as sharing the honor and title.

Latin Honors

Local class rank Latin honors at each District high school shall be awarded to students completing the ~~Recommended Program, the Advanced/Distinguished Achievement Program, or the~~ foundation program with the distinguished level of achievement, as follows:

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

- Summa cum laude: The top highest two percent of the graduating class
- Magna cum laude: The next highest three percent of the graduating class
- Cum laude: The next highest five percent of the graduating class

Highest-Ranking Graduate

In the graduating classes of ~~2018, 2019, and~~ 2020, the local eligibility criteria for recognition as the valedictorian shall not affect recognition of the highest-ranking graduate for purposes of receiving the scholarship certificate from the state of Texas. [See Section 54.201 of the Texas Education Code]

Beginning with the graduating class of 2021, the student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

Board Policy Update #111

➤ **FEA(LOCAL): ATTENDANCE – COMPULSORY ATTENDANCE**

RATIONALE

A revision is recommended at Armed Services Enlistment to more accurately track the relevant statute, which requires a district to excuse a student 17 years of age or older for up to four days during the student's enrollment in high school to pursue military enlistment.

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes.

Higher Education
Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. A student shall be required to submit verification of such visits in accordance with administrative regulations.

Armed Services
Enlistment

The District shall excuse a student 17 years of age or older for up to four days during ~~his or her enrollment in high school-year~~ for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard. A student shall be required to submit verification of such activities in accordance with administrative regulations.

Early Voting or
Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. A student shall be required to submit verification of service in accordance with administrative regulations.

[For extracurricular activity absences, see FM.]

**Withdrawal for
Nonattendance**

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

**Students Attending
Homeschools**

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

Board Policy Update #109

➤ FFF(LOCAL): STUDENT WELFARE – STUDENT SAFETY

RATIONALE

Based on SB 7 and as described at FFF(LEGAL), the district must have a policy to notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct:

- *As soon as feasible, that the alleged misconduct may have occurred;
- *Whether the educator was terminated or resigned; and
- *Whether the district submitted a report to the State Board for Educator Certification.

The recommended policy text provides the definition of misconduct, along with cross-references to FFG for child abuse reporting requirements and to FFH for parental notification requirements if the misconduct meets the definition of prohibited conduct. Recommendation for deletion of the district's locally developed text, which dates from the 1990s. The broader concept of the superintendent's responsibility for ensuring student safety is sufficiently addressed in your policy manual at CK, and the list of cross-references is outdated and unnecessary.

Annotations are shown as follows.

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

For purposes of this policy, misconduct is defined as an educator's alleged abuse or commission of an otherwise unlawful act with the student or involvement in a romantic relationship, or soliciting or engaging in sexual contact with the student.

The District shall notify a parent of a ~~attempt to ensure~~ student with whom an educator is alleged to have engaged ~~safety through supervision of students~~ in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the educator was terminated following an investigation of the alleged misconduct ~~all school buildings, at all school-sponsored events~~ or resigned before completion of the investigation; ~~activities,~~ and
3. Whether a report was submitted ~~on all school grounds through special attention~~ to the State Board for Educator Certification (SBECE) concerning the alleged misconduct. ~~following:~~
 1. ~~[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.] Maintaining a reasonably safe school environment. [See CK, CLB]~~
 2. ~~Observing safe practices in those areas of instruction or extracurricular activities that offer special hazards. [See CKB]~~
 3. ~~Developing age-appropriate safety programs and activities for students at each grade level.~~
 4. ~~Emphasizing safety education to students enrolled in laboratory courses in science, industrial arts, health, and physical education. [See CK]~~
 5. ~~Providing first-aid for students in case of accident or sudden illness. [See FFAC]~~
 6. ~~Annually reviewing the adequacy of emergency procedures at each campus in the District and providing for staff training in such procedures. [See CKC]~~
 7. ~~Implementing appropriate crisis management procedures when emergencies occur. [See CKC]~~

~~The Superintendent and the principals shall develop plans and procedures for acquainting students with safe conduct and behavior in a variety of conditions and circumstances, including play and recreation, fire, severe weather, use of bicycles and automobiles, and~~

Fort Worth ISD
220905

STUDENT WELFARE
STUDENT SAFETY

FFF
(LOCAL)

~~use of school transportation. Teachers and administrators shall promote these procedures among students as appropriate.~~

DATE ISSUED: ~~11/17/2017~~ 7/13/2015
UPDATE 109 LDU 2015.05
FFF(LOCAL)-X

ADOPTED:

2 of 2

Board Policy Update #109

➤ FFI(LOCAL): STUDENT WELFARE – FREEDOM FROM BULLYING

RATIONALE

Changes in state law from SB 179 prompted several recommended revisions to this local policy on student bullying, including:

- *Removal of the definition of bullying in lieu of a pointer to the revised statutory definition;
- *Emphasis, at Examples, that bullying can occur through electronic means;
- *New provisions addressing anonymous reporting procedures for students;
- *New provisions requiring the district to notify, within the time frames in law, parents of students who are alleged victims or are alleged to have engaged in bullying (see Notice of Report); and
- *Acknowledgment that the district may notify law enforcement of the conduct in certain circumstances (see District Action).

In addition, the text at Prohibited Conduct has been aligned with the definition of that term in FFH(LOCAL) to include "sex." Retained in this definition is our unique inclusion of "sexual orientation" and "gender identity and expression."

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
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- *Revision bars* appear in the right margin, as above.

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyberbullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

~~**Note:** This policy addresses bullying of District students. For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.~~

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law ~~this policy~~. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Definition

~~Bullying occurs when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the District and that:~~

- ~~1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or~~
- ~~2. Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.~~

~~This conduct is considered bullying if it:~~

- ~~1. Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and~~
- ~~2. Interferes with a student's education or substantially disrupts the operation of a school or a school-sponsored or school-related activity.~~

Examples

Bullying of a student [could occur by physical contact or through electronic means](#) and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name -calling, rumor spreading, or ostracism.

[Bullying is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.](#)

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. [Unlawful retaliation does not include petty slights or annoyances.](#)

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made [as soon as possible](#) ~~immediately~~ after the alleged act or knowledge of the alleged act. A failure to [immediately](#) ~~make a~~ report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, [school](#) counselor, principal, or other District employee. [The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.](#)

Employee Report

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.

Report Format

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

Notice of Report

[When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.](#)

Prohibited Conduct

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, [sex](#), gender, sexual orientation, gender identity and expression, national origin, or

disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

Investigation of Report

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

Notice to Parents

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action

Bullying

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. [The District may notify law enforcement in certain circumstances.](#)

Discipline

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Corrective Action

Examples of corrective action may include, ~~but are not limited to,~~ a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine ~~whether~~^{if} any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

Transfers

The principal or designee shall refer to FDB for transfer provisions.

STUDENT WELFARE
FREEDOM FROM BULLYING

FFI
(LOCAL)

<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
Confidentiality	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
Appeal	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
Records Retention	Retention of records shall be in accordance with CPC(LOCAL).
Access to Policy and Procedures	This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and any accompanying procedures shall be posted on the District's website Web site, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

Board Policy Update

➤ **FNCE(LOCAL): STUDENT CONDUCT- PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES**

RATIONALE

This FNCE(LOCAL) standard-TASB developed policy reflects succinct updated text recommending administrative procedures for cell phone use be added to both FNCE(REGULATION) and our student handbook.

Annotations are shown as follows.

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- *Revision bars* appear in the right margin, as above.

Note: For searches of personal telecommunications devices or other personal electronic devices, see FNF.

Personal Use

Telecommunications
Devices

An authorized District employee may confiscate a personal telecommunications device, including a mobile telephone, used in violation of applicable District and campus rules.

A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.

If a personal telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.

~~Instructional Use~~

~~A campus instructor and an administrator may, in the exercise of reasonable discretion, allow a student to use electronic devices for instructional purposes during the instructional day, so long as the use does not disturb the classroom instruction.~~

~~Procedure
Following
Confiscation~~

~~A campus administrator must notify the parent or guardian within two school days that the telecommunications device has been confiscated and explain how the device may be reclaimed.~~

~~Reclaiming
Device~~

~~To reclaim a telecommunications device, a high school student, a parent, or a guardian shall:~~

- ~~1. Present in person at the campus, during posted school hours, written proof of ownership and a photo ID;~~
- ~~2. Complete a form acknowledging return of the device; and~~
- ~~3. Pay a \$15 fee for each device.~~

~~Fee~~

~~In accordance with FNCE(LEGAL), the District shall charge an administrative fee of \$15 for the release of a confiscated personal telecommunications device. The fee, in cash or by money order, shall be accepted by the local campus to cover administrative costs for processing the confiscated device.~~

~~Disposal~~

~~If a personal telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.~~

Other Electronic
Devices

Guidelines regarding other personal electronic devices shall be addressed in the student handbook.

Instructional Use

A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]

Board Policy Update #109

➤ GKC(LOCAL): COMMUNITY RELATIONS – VISITORS

RATIONALE

Recommended revisions to this policy regarding visitors are to reflect that board member visits to district facilities are now addressed at BBE(LOCAL) (see above). Revisions have also been made to better align text addressing registered sex offenders on campus with statutory provisions. In addition, we recommend deletion of your unique provision, dating from 1990, prohibiting an employee from receiving visitors during school business hours for the purpose of conducting personal business. Such a rule may be more appropriately housed in administrative regulations that are communicated to employees in the employee handbook.

Annotations are shown as follows.

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COMMUNITY RELATIONS
VISITORS ~~TO THE SCHOOLS~~

GKC
(LOCAL)

Prominent notices shall be posted at each campus requiring all visitors to first report to the campus ~~main~~administrative office. This shall apply to parents, Board members, volunteers, social service workers, invited speakers, maintenance and repair persons not employed by the District, vendors, representatives of the news media, former students, and any other visitors.

Visits to individual classrooms during instructional time shall be permitted only with the principal's ~~and teacher's~~ approval, and such visits shall not be permitted if their duration or frequency interferes with the delivery of instruction or disrupts the normal ~~classroom-school~~ environment.

[See BBE(LOCAL) for visits to District facilities by Board members.]

~~No staff member shall receive visitors for the purpose of transacting personal business during school business hours.~~

**Registered Sex
Offender ~~Offenders~~
on a School
Campus ~~District~~
Premises**

The Superintendent ~~and, working with~~ campus administrators, shall develop and implement procedures regarding a campus ~~visitor~~visitors who ~~is registered~~are identified as a sex ~~offender~~offenders.

These procedures shall address:

1. Parental rights;
2. Escort by District personnel;
3. Access to common areas of the campus;
4. Access to classrooms;
5. Drop off and release of students;
6. Eligibility to serve as volunteers; and
7. Any other relevant issues.

**ACTION AGENDA ITEM
BOARD MEETING
May 21, 2019**

**TOPIC: APPROVE SECOND READING-REVISION TO BOARD POLICY
DHE(LOCAL)**

BACKGROUND:

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revision to Board Policy DHE(LOCAL)
2. Decline to Approve Second Reading-Revision to Board Policy DHE(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revision to Board Policy DHE(LOCAL)

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments

RATIONALE:

The approval of this policy will update the language as recommended by TASB and/or district personnel.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore
Amanda Coleman

Board Policy Update

➤ **DHE(LOCAL): EMPLOYEE STANDARDS OF CONDUCT-SEARCHES AND ALCOHOL/DRUG TESTING**

RATIONALE

DHE(LOCAL) is the policy related to drug testing.

As we have seen in many Case Review discussions, employees suspected of impairment of alcohol and illegal drug usage are not presently subject to mandatory drug testing. In the interest of safety for students, employees, and the public, this revision compels employees to submit to testing under certain circumstances.

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EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

REASONABLE
SUSPICION
SEARCHES

The District shall conduct drug and alcohol testing to ensure the physical safety of students, employees, and members of the community and to help prevent accidents and injuries resulting from the impairment and/or misuse of those substances.

PURPOSE

The primary purpose of the District drug and alcohol testing program is to prevent impaired employees from performing functions of their positions under the influence. Testing positive for any amount of alcohol, illegal drugs or any controlled substances, or an employee's refusal to comply with a directive to submit a random testing or testing from reasonable suspicion, shall be a basis for employee disciplinary action, up to and including termination.
[See DHE (LEGAL)]

REASONABLE
SUSPICION TESTING

Department supervisors, principals and other administrators, in consultation with the Office of Professional Standards, may remove an employee from duty and require testing for controlled substances and/or alcohol, based upon reasonable suspicion.

Reasonable suspicion includes, but is not limited to:

1. The occurrence of an accident or incident that results in damage or loss of District property or injury to any employee;
2. Observations of appearance, behavior, speech, or body odors;
3. Reports or complaints about use or impairment of/by alcohol, illegal/controlled substances from other employees or members of the public community.

Such observations, reports, or complaints must be immediately prior to, during, or immediately following the suspected employee's work schedule.

Employees who are required to operate a school bus for the purpose of transporting students shall be required to submit to a drug and alcohol test as part of the conditional offer of employment.
[See DHE (LEGAL) and DHE (REGULATION)]

Employees who are involved in a vehicle accident in a District-owned, -leased, or -rented vehicle shall be required to submit to a drug and alcohol test.

Any employee whose conduct is in violation of the District drug, alcohol, and controlled substance prohibitions of this policy shall be recommended for termination for any of the following violations:

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

1. Refusing or failing to submit to a required test for alcohol or controlled substances.
2. Providing an adulterated, diluted, or substituted specimen on an alcohol or controlled substance test.
3. Testing positive for alcohol at a concentration of 0.02 or greater in a post-accident, random or reasonable suspicion test.
4. Testing positive for controlled substances in a post-accident, random, or reasonable suspicion test.

REASONABLE
SUSPICION
SEARCHES

The District reserves the right to conduct searches when the District has reasonable ~~cause~~ suspicion to believe that a search will uncover evidence of work-related misconduct. The District may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on District premises or worksites or used in District business. Searches that reveal a violation of the District's standards of conduct may result in disciplinary action. [See DH]

Note: The following provisions apply to employees who are covered by the federal Department of Transportation (DOT) rules.

DEPARTMENT OF
TRANSPORTATION
(DOT) TESTING
PROGRAM

In accordance with DOT regulations, ~~The the~~ District ~~hereby establishes~~ shall establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by the drivers of commercial motor vehicles, including school buses ~~and other District-owned vehicles as required by federal law~~. The primary purpose of the testing program is to deter misuse of alcohol and controlled substances and to prevent impaired employees from performing safety-sensitive functions.

The Superintendent shall designate a District official who shall be responsible for insuring that information is disseminated to employees covered under this testing program regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.

DRUG-RELATED
VIOLATIONS

The following ~~conduct~~ constitutes ~~violation of District policy for which an employee will be terminated by the District, acting on its own authority [see DFBA]~~ drug-related violations under the DOT rules:

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

1. Refusing to submit to a required test for alcohol or controlled substances.
2. Providing an adulterated, diluted, or a substituted specimen on an alcohol or ~~drug~~ controlled substance test.
3. Testing positive for alcohol, at a concentration of 0.02 or ~~above~~ greater, in a post-accident, ~~random, or reasonable suspicion~~ test.
4. Testing positive for controlled substances in a post-accident, ~~random, or reasonable suspicion~~ test.
- ~~5. Testing positive for alcohol, at a concentration of 0.02 or above, in a random test.~~
- ~~6. Testing positive for controlled substances in a random test.~~
- ~~7. Testing positive for alcohol, at a concentration of 0.02 or above, in a reasonable suspicion test.~~
- ~~8. Testing positive for controlled substances in a reasonable suspicion test.~~

An employee who operates a commercial motor vehicle, including a bus and commits a drug-related DOT violation as defined above shall not be eligible for reinstatement as a driver.

ALCOHOL RESULTS
BETWEEN 0.02 AND
0.04

In accordance with DOT rules, a driver tested under this policy found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be suspended from driving duties for at least 24 hours.

[In the event of a positive test result for alcohol of 0.02 or greater, see the disciplinary consequences at DISTRICT –IMPOSED CONSEQUENCES, below.]

~~The Superintendent shall designate a District official who shall be responsible for ensuring that information is disseminated to employees regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results, and to answer questions regarding materials furnished to drivers about this testing program. Employees subject to testing will be notified of the name of the designated official.~~

CONSORTIUM

~~With specific Board approval, the Superintendent may contract on behalf of the District with outside consultants and contractors and work with a consortium of other local governments to secure the testing services, educational materials, and other component elements needed for this program.~~

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

~~The District together with any outside consultants and contractors, shall be responsible for implementing, directing, administering, and managing the alcohol and controlled substances program within the U.S. Department of Transportation guidelines. The District shall serve as the principal contact with the laboratory and for collection activities in assuring the effective operation of the testing portion of the program.~~

REASONABLE
SUSPICION DOT
TESTING

The determination of reasonable suspicion shall be based on specific observations of the appearance, behavior, speech, or body odors of the driver whose motor ability, emotional equilibrium, or mental acuity seems to be impaired. Such observations must take place just preceding, during, or just after the period of the workday that the driver is on duty.

The observations may include indication of the chronic and withdrawal effects of controlled substances. Within 24 hours of the observed behavior, the supervisor shall provide a signed, written record documenting the observations leading to a controlled substance reasonable suspicion test.

RANDOM TESTING
DISTRICT-DEFINED
VIOLATIONS

~~The District shall conduct random testing for the use of alcohol and/or controlled substances in accordance with DHE(LEGAL).~~
An employee violates District policy if he or she tests positive for alcohol at a concentration of 0.02 or greater.

ACCIDENTS

~~A driver involved in any accident shall be required to submit to testing for alcohol or controlled substances.~~

CONSEQUENCES
OF POSITIVE TEST
RESULTS-DISTRICT-
IMPOSED
CONSEQUENCES

In addition to the consequences established by federal law, a District employee confirmed to have violated the District's policy pertaining to alcohol or controlled substances shall be subject to District-imposed discipline, as determined by his or her supervisor, a discipline review committee, and/or the Superintendent. Such discipline may include any appropriate action, from up to and including termination of employment. [See DF series]

In cases where a driver is also employed in a non-driving capacity by the District, disciplinary action imposed for violation of alcohol and controlled substances policies shall apply to the employee's functions and duties that involve driving. Additionally, upon recommendation of the employee's supervisor, disciplinary measures up to and including termination of employment with the District may be considered.

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

~~ALCOHOL RESULTS
OF 0.02 OR GREATER~~

~~Based on the District's authority, a driver tested under this policy and found to have an alcohol concentration of 0.02 or greater is in violation of this policy for all purposes and subject to the penalties specified. [See DCD and DFBA]~~