

*Board of Education
Regular Meeting
February 12, 2019*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on February 12, 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** - Christene C. Moss Elementary School
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Parent Recognition for Woodway Elementary School
 - C. Black History Month Recognition
 - D. Maurice Spruell - Dunbar Class of '57
4. **REPORTS/PRESENTATIONS**
 - A. Texas Academic Performance Report
5. **LONE STAR GOVERNANCE**
 - A. Primary Literacy Update
6. **PUBLIC COMMENT**
7. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
8. **DISCUSSION OF AGENDA ITEMS**
9. **CONSENT AGENDA ITEMS**

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

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with the 2017 Capital Improvement Program
- N. Approve Budget Amendment and Authorization to Increase Contract with a General 143
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Conjunction with the 2017 Capital Improvement Program
- O. Approve Amendment to the 2017 Citizens' Oversight Committee's Composition and 147
Guiding Principles

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

11. EXECUTIVE SESSION

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

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

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

13. ACCEPT CONSENT AGENDA

14. ACTION ITEMS

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

15. ACTION AGENDA ITEMS

- A. Take Action to Approve the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

- B. Take Action to Approve the Recommendation to Terminate Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Second Reading-Revision to Board Policies BBD (LOCAL), DI (LOCAL), FFB (LOCAL), and GBAA (LOCAL) 161
- E. Approve Campus Turnaround Plan for Polytechnic High School for School Years 2019-2020 and 2020-2021 172
- F. Approve License Agreement with Texas Christian University for the 2019 Graduation Ceremonies 176
- G. Approve Recommendation to Select Texas Wesleyan University to Partner with FWISD to Operate and Manage Selected FWISD Campuses 197
- H. Approve Scope Adjustment for TEA #083 Young Men's Leadership Academy in the 2017 Capital Improvement Program 200

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

17. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 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 December 4, 2018.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on November 29, 2018, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on November 29, 2018 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING DECEMBER 4, 2018

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on November 29, 2018 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on November 29, 2018.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

The following Board Members were present:

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

The following administrators were present:

Dr. Kent Scribner, Superintendent
Karen Molinar, Chief of Staff
Jerry Moore, Assistant Superintendent of Policy & Planning
Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

2. RECESS - RECONVENE IN EXECUTIVE SESSION - BOARD CONFERENCE ROOM

The meeting was recessed at 5:32 p.m.

3. EXECUTIVE SESSION

A. Seek the Advice of its Attorneys Concerning Pending or Contemplated Litigation or Other Matters that are Exempt from Public Disclosure Under Article X, Section 9 of the Texas State Bar Rules and as Authorized by Section 551.071 of the Texas Government Code.

B. Personnel Matters (Section 551.074)

1. Superintendent Summative Evaluation

2. Discussion Regarding Superintendent Contract

4. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 7:18 p.m.

5. ACTION ITEM

A. Consider and Take Possible Action on Superintendent Summative Evaluation

Motion was made by Jacinto Ramos, seconded by Christene Moss, to approve the Superintendent's Summative Evaluation as Discussed in Closed Session.

The motion was unanimously approved.

B. Consider and Take Possible Action on Superintendent's Contract

Motion was made by Jacinto Ramos, seconded by T.A. Sims, to approve the Superintendent's New Contract with 1) a Term of 5 years thru December 31, 2023; 2) a Performance Bonus of \$15,000 and 3) Purchase of Service Credit and Supplemental Retirement Plan Contributions of 25%.

The motion was unanimously approved.

The vote was 8/1; 8 voting "yes" and 1 abstention by Dr. Ann Sutherland.

6. ADJOURN

The meeting was adjourned at 7:20 p.m.

/s/ Faye Daniels
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on January 8, 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 December 20, 2018, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on December 20, 2018 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING JANUARY 8, 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 December 20, 2018 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 December 20, 2018.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

The following Board Members were present:

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

The following administrators were present:

Dr. Kent Scribner, Superintendent
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
Cherie Washington, Chief of Secondary Schools
Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

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

Following the meeting being called to order, the meeting recessed for the Board to convene in closed session at 5:31 p.m.

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

A. Consultation with Board's attorney to discuss hearing process and procedural steps (if necessary).(Texas Government Code §551.071)

4. ACTION AGENDA ITEMS

A. Consider the Level III Grievance of Heather Leaf Against Trustee, and Related Complaints Concerning Campus Administration

1. 551.071 to seek and receive legal advice from the Board's attorney
2. 551.074 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 an officer or employee
3. 551.0821 for the purpose of deliberating in a matter regarding a public school student if personally identifiable information about a student will necessarily be revealed by the deliberation; and/or
4. any other applicable provision of Texas Government Code section 551.

The meeting was reconvened in open session at 5:58 p.m., in the Board Conference Room.

President Jackson announced Agenda Item 4.A. was to consider the Level III Grievance of Heather Leaf against a Trustee and related complaints concerning campus administration.

The grievance presentations were heard in open session as requested by Trustee Paz.

President Jackson announced a quorum was present and named those Trustees present to hear the grievance.

Also present was the Board's attorney, Heather Castillo.

Mrs. Leaf introduced herself and individual accompanying her, Sally Gulde.

Ms. Lynn Rossi Scott introduced herself as the attorney representing Trustee Ashley Paz, who was also present and announced earlier as being present.

Prior to the presentations, Ms. Scott made initial remarks and objections. Ms. Leaf responded.

Mrs. Paz recused herself from any deliberations or vote.

Discussion ended at 6:12 p.m. and the audience was excused for the Board to go into closed session pursuant to 551.071.

At 6:25 p.m the meeting resumed in open session, in the Board Room, to consider the Level III grievance of Heather Leaf.

Heather Castillo made comments regarding Ms. Scott's objections.

Ms. Leaf and Ms. Scott each made presentations and rebuttals until time was exhausted for presentations.

Mrs. Jackson asked if the Board had any questions. With there being none, this concluded the hearing portion of the proceedings and the Board recessed for closed session in the Board Conference Room pursuant to 551.071.

The Board meeting resumed in open session in the Board Room at approximately 7:07 p.m. for the Board to deliberate regarding the grievance.

Ms. Scott stated for the record that Ms. Paz would not object to the Board deliberating in closed session.

The Board recessed to closed session at approximately 7:07 p.m. pursuant to 551.071.

The meeting resumed in open session in the Board Room at 7:13 p.m.

B. Action, if any, on the Level III Grievance (in open session).

Motion was made by Judy Needham, seconded by Ann Sutherland, to approve to Waive the Privilege of the Hill Report.

The motion was approved.

Yes: Tobi Jackson, Anael Luebanos, Christene Moss, Judy Needham, T.A. Sims, and Ann Sutherland.

No: Jacinto Ramos, and Norman Robbins.

Following the vote, the meeting was recessed for the Board to go into closed session at 7:15 p.m. pursuant to 551.071 and 551.074.

The meeting resumed in open session at 7:57 p.m.

Motion was made by Norman Robbins, seconded by Christene Moss, to approve the Board Disallow the Grievance .

The motion failed.

Yes: Christene Moss, Jacinto Ramos, and Norman Robbins.

No: Tobi Jackson, Anael Luebanos, Judy Needham, T.A. Sims, and Ann Sutherland.

Motion was made by Ann Sutherland, seconded by Judy Needham, to approve to Censure Trustee Paz and Ask For Additional Training Not Only For Her, But All Trustees Who Feel They Need It, After the Election.

Before the vote was taken, Trustees Christene Moss, Ann Sutherland, Jacinto Ramos and Judy Needham made comments.

The motion was approved.

Yes: Tobi Jackson, Anael Luebanos, Judy Needham, T.A. Sims, and Ann Sutherland.

No: Christene Moss, Jacinto Ramos, and Norman Robbins.

5. ADJOURN

The meeting was adjourned at 8:10 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>

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on January 22, 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 January 17, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on January 17, 2019 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING JANUARY 22, 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 January 17, 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 January 17, 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 5:32 p.m.

The following Board Members were present:

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

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
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 - Dolores Huerta Elementary School

The principal introduced the students that lead in the pledges and recognized the parents and staff that were present.

3. RECOGNITIONS

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

Greeters were from the Army JROTC unit at Diamond Hill-Jarvis High School.

B. Parent Volunteers from Greenbriar Elementary School

Kearstyn Trevino and Adelina Shipman, from Greenbriar Elementary, were presented certificates of appreciation.

C. Parent Volunteer from Rosemont Elementary and Rosemont Middle School

Manuel Espinoza was recognized and presented with a certificate of appreciation.

D. Student Scholarship Recognitions

Tobi Jackson introduced Commissioner Brooks and his wife Dr. Jennifer Brooks. Commissioner Brooks introduced two outstanding students who are scholarship winners selected by the National Association of County Officials.

E. School Board Appreciation Month

Mr. Bond announced this recognition and each Board Member was presented a fruit gift basket.

A brief recess was called at 5:48 p.m. for visitors to leave, if they so choose.

4. REPORTS/PRESENTATIONS

A. Financial Report and 2019-2020 Budget Update

Mrs. Elsie Schiro and David Johnson gave this presentation.

5. LONE STAR GOVERNANCE

A. Literacy Update

Dr. Scribner gave opening comments and turned the presentation over to Charlie Carroll and Sara Arispe.

6. PUBLIC COMMENT

Speakers:

Rodney Wade

Robert Rogers

Penni Askew

Steven Poole

Cleveland Harris

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

The meeting was recessed at 7:20 p.m. and reconvened in the Board Conference Room at 7:27 p.m.

8. DISCUSSION OF AGENDA ITEMS

There were no questions.

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

A. Board of Education Meeting Minutes

1. December 11, 2018 - Regular Meeting

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

1. Approval to Purchase Pearson Textbooks for CTE Programs
2. Approve Engineering Services for Replacement of the Air Conditioning System at Como Elementary and J.P. Elder Middle School
3. Approve the Purchase of Cafeteria Equipment for Waverly Park Elementary
4. Approve the Purchase for Walking Tracks for Daggett Montessori, Como Montessori, and International Newcomer Academy

5. Approve Repairs to Middle School Tracks
 6. Approve Ratification of Costs for HVAC Boiler Replacement at Kirkpatrick Elementary School
 7. Approve Purchase of Network Electronics and Wireless Upgrades (E-Rate Eligible)
 8. Approve the Purchase of Network Cabling Upgrades (E-Rate Eligible)
 9. Approve the Purchase of the Curriculum Support Services Package TEKS Resource Subscription Through Region II
 10. Approve Continuation of Consultant Services for FWISD Girls Leadership Development Program
- C. Approve Data Sharing Agreement Between Commit Partnership and FWISD for Educational Research
 - D. Approve Adoption of Resolution to Approve the Audit Process for Credit-By-Examination Assessments
 - E. Approve a Memorandum of Understanding (MOU) Between Cook Children's Medical Center and Fort Worth Independent School District
 - F. Approve Qualification of Bond Underwriters
 - G. Approve Resolution to Remove Commitment of General Fund Balance
 - H. Approval of Budget Amendment for the Period Ended December 31, 2018
 - I. Approve First Reading-Revision to Board Policies BBD(LOCAL), DI(LOCAL), FFB(LOCAL), and GBAA(LOCAL)
 - J. Closeout of the Contract with RJM Contractors, Inc. for Charles Nash Elementary and Versia Williams Elementary Bid Package 013 (RFCSP #18-010) and Authorization of Final Payment in the 2013 Capital Improvement Program
 - K. Closeout of the Contract with Southwest Network for Bid Package 053B West (RFCSP #17-069) and Authorization of Final Payment in the 2013 Capital Improvement Program
 - L. Closeout of the Contract with Southwest Network, Inc. for Bid Package 053B East (RFCSP #17-068) and Authorization of Final Payment in the 2013 Capital

Improvement Program

- M. Closeout of the CMAR Contract with Joeris General Contractors, Ltd for Van Zandt Guinn Elementary Bid Package 055, Phase I (RFCSP #16-001) and Authorization of Final Payment in the 2013 Capital Improvement Program
 - N. Closeout of the Contract with Phillips May Corporation for Como Montessori Bid Package 067 (RFCSP #18-015) and Authorization of Final Payment in the 2013 Capital Improvement Program
 - O. Closeout of the Contract with Sology, LLC. for Bid Package 053B West & East (RFCSP #16-012) and Authorization of Final Payment in the 2013 Capital Improvement Program
 - P. Approve Budget Increase for Bid Package 018 South Hills High School (RFP 15-036) in the 2013 Capital Improvement Program
 - Q. Approve Authorization to Enter into a Contract with a General Contractor for TEA No. 008 North Side High School Mariachi Addition CSP #19-030 in Conjunction with the 2017 Capital Improvement Program
 - R. Approve Budget Increase for Bid Package 059 Rosemont 6th Grade (RFCSP 17-006) in the 2013 Capital Improvement Program
 - S. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for TEA NO. 004 Diamond Hill-Jarvis High School Addition/Renovation #19-044 in Conjunction with the 2017 Capital Improvement Program
 - T. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for TEA NO. 229 New Elementary School #19-071 in Conjunction with the 2017 Capital Improvement Program
 - U. Approval of Resignation of Scott Price 2017 Citizens' Oversight Committee Member and the Appointment of Tim Carter as His Replacement for the 2017 Capital Improvement Program
10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
- The meeting was recessed at 7:27 p.m.
11. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.
- A. Seek the Advice of Attorneys (Texas Government Code §551.071)

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

1. District Teaching Permit for Non-Core CTE Courses

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 7:56 p.m.

13. ACCEPT CONSENT AGENDA

Motion was made by Anael Luebanos, seconded by Norman Robbins, to approve CONSENT AGENDA.

The motion was unanimously approved.

14. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

No items were removed.

15. ACTION AGENDA ITEMS

No action was required for Items A, B, or C.

A. Take Action to Approve the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

B. Take Action to Approve the Recommendation to Terminate Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

C. Take Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

D. Approval of District Teaching Permits for Non-Core CTE Courses

Motion was made by Christene Moss, seconded by Anael Luebanos, to approve the Issuance of a District Teaching Permit to Darrell Magee for the Non-Core CTE Course of Aircraft Technology.

The motion was unanimously approved.

E. Approve Appropriation of Remaining 2013 CIP Construction Fund Reserves for Middle School Restroom Renovations

Motion was made by Christene Moss, seconded by Anael Luebanos, to approve Appropriation of Remaining 2013 CIP Construction Fund Reserves for Middle School Restroom Renovations.

The motion was unanimously approved.

F. Approve Architectural Services for Middle School Restroom Renovations

Motion was made by Christene Moss, seconded by Judy Needham, to approve Architectural Services for Middle School Restroom Renovations.

The motion was unanimously approved.

G. Approve Adoption of Resolution and Order of Election

Motion was made by Judy Needham, seconded by Anael Luebanos, to approve Adoption of Resolution and Order of Election.

The motion was unanimously approved.

H. Approve Resolution and Order for Election Services for the May 4, 2019 Fort Worth ISD Board of Education Election

Motion was made by Anael Luebanos, seconded by Norman Robbins, to approve Resolution and Order for Election Services for the May 4, 2019 Fort Worth ISD Board of Education Election.

The motion was unanimously approved.

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

Christene Moss

Ashley Paz

Tobi Jackson

17. ADJOURN

The meeting was adjourned at 8:04 p.m.

/s/ Faye Daniels
Board of Education

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

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

**TOPIC: APPROVE THE INTERLOCAL AGREEMENT CONTRACTS
BETWEEN CANUTILLO AND KATY INDEPENDENT SCHOOL
DISTRICTS AND THE FORT WORTH INDEPENDENT SCHOOL
DISTRICT FOR PROCUREMENT CARD SERVICES**

BACKGROUND:

On November 14, 2006, the Board approved Bank of America, N.A. as the Financial Institution to provide Fort Worth ISD with Procurement Card services. As part of its agreement with Bank of America, Fort Worth ISD is the lead in a Texas consortium. This consortium designation allows other Local Government agencies to use the Procurement Card services of Bank of America, N.A. through an Interlocal Agreement with Fort Worth ISD. Canutillo ISD and Katy ISD are desirous of joining the District's Procurement Card Services Program.

STRATEGIC GOAL:

Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the interlocal agreement contracts between Canutillo and Katy Independent School District and the Fort Worth Independent School District for procurement card services
2. Decline to approve the interlocal agreement contracts between Canutillo and Katy Independent School District and the Fort Worth Independent School District for procurement card services
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the interlocal agreement contracts between Canutillo and Katy Independent School District and the Fort Worth Independent School District for procurement card services

FUNDING SOURCE

Additional Details

Not Applicable

COST

Not Applicable

VENDOR:

Canutillo ISD
Katy ISD

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. Supporting documentation is attached.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Purchasing Department

RATIONALE:

Canutillo and Katy ISD as receiving agencies will utilize the services of Bank of America N.A. provided by the Fort Worth ISD Proposal 06-028 – Purchase Card Services Card Services. Accordingly, Fort Worth ISD will receive greater rebates based upon the cooperative annual aggregate volume/average transaction amount of all consortium participants

INFORMATION SOURCE:

Elsie Schiro
David Johnson
Jonathan Bey

THE STATE OF TEXAS

COUNTY OF Tarrant

INTERLOCAL AGREEMENT CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the Local Government agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the following:

- *Interlocal Cooperation Contract, Chapter 791, Texas Government Code*
- *Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments, Chapter 271, Texas Local Government Code*
- *Fiscal Management, Chapter 44, Subchapter B, Section 031 a(4), Texas Education Code*
- *Bank of America Corporate Purchasing Card Agreement*

I. CONTRACTING PARTIES:

The Receiving Agency (Hereinafter referred to as "AGENCY"):

Name: Canutillo Independent School District
Address: PO Box 100
City, State, Zip: Canutillo, TX 79835
Phone Number: 915-877-7516

The Performing Agency (Hereinafter referred to as "FWISD"):

Fort Worth Independent School District
100 N. University Drive,
Suite NW 140F
Fort Worth, Texas 76107
(817) 814-2217

II. STATEMENT OF SERVICES TO BE PERFORMED:

Bank of America will provide Purchasing Card Services to FWISD, the lead in the Texas consortium, and other agencies that join the consortium through an Interlocal Agreement with FWISD.

III. BASIS FOR CALCULATING AND PAYMENT OF REBATES:

Rebates from Bank of America will be paid directly to AGENCY annually based upon Schedule C of the *Bank of America Corporate Purchasing Card Agreement*.

IV. INTERLOCAL AGREEMENT COSTS:

There are no costs to be paid to FWISD by AGENCY to enter into this Interlocal Agreement. However, AGENCY will bear any and all costs associated with their business relationship with Bank of America.

V. TERM OF INTERLOCAL AGREEMENT:

The term of this Interlocal Agreement will begin upon date of execution and will automatically renew so long as the Bank of America Merrill Lynch contract with FWISD is current. FWISD has the right to renew the contract with Bank of America Merrill Lynch for up to three additional one to five year periods as stated in the FWISD Proposal 06-028 Credit Card Services, which is incorporated herein as if fully set forth.

VI. TERMINATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement may be terminated by either party, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify the effective date of the termination.

VII. INDEPENDENT CONTRACTOR

FWISD shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of AGENCY. FWISD shall have the exclusive control of, and the exclusive right to control the work designated to the FWISD to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omission of its officers, members, agents, servants, and employees. Neither AGENCY nor FWISD shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

VIII. SEVERABILITY

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

IX. JURISDICTION

This Interlocal Agreement shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.

X. PARTIES BOUND

This Interlocal Agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

XI. SIGNATURE AUTHORITY

FWISD and AGENCY certifies that the person signing this Interlocal Agreement has been properly delegated this Authority.

XII. SOLE AGREEMENT

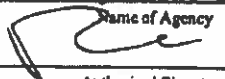

The following constitute the entire agreement by the parties hereto concerning the work and services to be performed and any prior or contemporaneous, oral or written agreement, which purports to vary from the terms hereof, shall be void:

- FWISD Request for Proposal 06-028 - Credit Card Services
- Bank of America Response to Proposal 06-028 - Credit Card Services
- Bank of America Corporate Purchasing Card Agreement
- Interlocal Agreement

XIII. AMENDMENT

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

WITNESS THE DULY AUTHORIZED SIGNATURES of the persons hereinafter set out.

<u>RECEIVING AGENCY</u>	<u>PERFORMING AGENCY</u>
<u>Canutillo Independent School District</u>	<u>Fort Worth Independent School District</u>
<small>Name of Agency</small>	<small>Name of Agency</small>
By: 	By: _____
<small>Authorized Signature</small>	<small>Authorized Signature</small>
<u>Superintendent</u>	_____
<small>Title</small>	<small>Title</small>
Date: _____	Date: _____
By: 	By: _____
<small>Agency for Agency</small>	<small>Attorney for FWISD</small>
Date: <u>1-7-2019</u>	Date: _____

Contract No. _____

THE STATE OF TEXAS

COUNTY OF Tarrant

INTERLOCAL AGREEMENT CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the Local Government agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the following:

- *Interlocal Cooperation Contract, Chapter 791, Texas Government Code*
- *Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments, Chapter 271, Texas Local Government Code*
- *Fiscal Management, Chapter 44, Subchapter B, Section 031 a(4), Texas Education Code*
- *Bank of America Corporate Purchasing Card Agreement*

I. CONTRACTING PARTIES:

The Receiving Agency (Hereinafter referred to as "AGENCY"):

Name: Katy Independent School District
Address: 6301 South Stadium Drive
City, State, Zip: Katy Texas 77494
Phone Number: 281-398-7588

The Performing Agency (Hereinafter referred to as "FWISD"):

Fort Worth Independent School District
100 N. University Drive,
Suite NW 140F
Fort Worth, Texas 76107
(817) 814-2217

II. STATEMENT OF SERVICES TO BE PERFORMED:

Bank of America will provide Purchasing Card Services to FWISD, the lead in the Texas consortium, and other agencies that join the consortium through an Interlocal Agreement with FWISD.

III. BASIS FOR CALCULATING AND PAYMENT OF REBATES:

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IV. INTERLOCAL AGREEMENT COSTS:

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V. TERM OF INTERLOCAL AGREEMENT:

The term of this Interlocal Agreement will begin upon date of execution and will automatically renew so long as the Bank of America Merrill Lynch contract with FWISD is current. FWISD has the right to renew the contract with Bank of America Merrill Lynch for up to three additional one to five year periods as stated in the FWISD Proposal 06-028 Credit Card Services, which is incorporated herein as if fully set forth.

VI. TERMINATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement may be terminated by either party, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify the effective date of the termination.

VII. INDEPENDENT CONTRACTOR

FWISD shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of AGENCY. FWISD shall have the exclusive control of, and the exclusive right to control the work designated to the FWISD to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omission of its officers, members, agents, servants, and employees. Neither AGENCY nor FWISD shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

VIII. SEVERABILITY

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

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This Interlocal Agreement shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.

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This Interlocal Agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

XI. SIGNATURE AUTHORITY

FWISD and AGENCY certifies that the person signing this Interlocal Agreement has been properly delegated this Authority.

XII. SOLE AGREEMENT

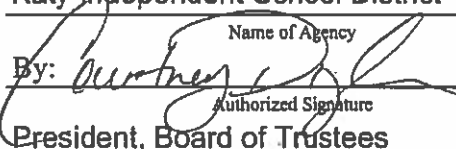
The following constitute the entire agreement by the parties hereto concerning the work and services to be performed and any prior or contemporaneous, oral or written agreement, which purports to vary from the terms hereof, shall be void:

- FWISD Request for Proposal 06-028 - Credit Card Services
- Bank of America Response to Proposal 06-028 - Credit Card Services
- Bank of America Corporate Purchasing Card Agreement
- Interlocal Agreement

XIII. AMENDMENT

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

WITNESS THE DULY AUTHORIZED SIGNATURES of the persons hereinafter set out.

<u>RECEIVING AGENCY</u>	<u>PERFORMING AGENCY</u>
Katy Independent School District	Fort Worth Independent School District
<small>Name of Agency</small>	<small>Name of Agency</small>
By: 	By: _____
<small>Authorized Signature</small>	<small>Authorized Signature</small>
President, Board of Trustees	
<small>Title</small>	<small>Title</small>
Date: 12-17-18	Date: _____
By: _____	By: _____
<small>Attorney for Agency</small>	<small>Attorney for FWISD</small>
Date: _____	Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE OUTDOOR ADVERTISEMENT CAMPAIGN FOR PRE-KINDERGARTEN AND KINDERGARTEN

BACKGROUND:

The District must work through many diverse channels to ensure all families are informed and aware of educational opportunities. In an effort to expand our audience, we have identified a way to reach a great number of Fort Worth residents through targeted outdoor billboards. This strategy increases our ability to reach Fort Worth residents with important messages about Fort Worth ISD Pre-kindergarten and Kindergarten.

- In October, 2018, the District made a purchase of \$16,634.50 for the Gold Seal Campaign.
- In January, 2019, the District identified a unique opportunity to get the community in the Southwest area engaged through neighborhood billboards and the District made a purchase of \$2,060.00.

We seek approval on a purchase of \$33,275.00 (exceeding an aggregate of \$50,000 when added to the previous purchases); this purchase will allow support of the Pre-kindergarten Campaign to engage a targeted audience of parents, grandparents and other stakeholders in an effort to enroll children in Pre-kindergarten and Kindergarten.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Outdoor Advertisement Campaign for Pre-kindergarten and Kindergarten
2. Decline to Approve Outdoor Advertisement Campaign for Pre-kindergarten and Kindergarten
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Outdoor Advertisement Campaign for Pre-kindergarten and Kindergarten

FUNDING SOURCE

Additional Details

General Fund

199-41-6499-001-750-99-104-000000

COST:

2018-19 School Year

\$16,634.50
\$ 2,060.00
\$ 33,275.00

Total for the 2018-19 SY
\$51,969.50

VENDOR:

Clear Channel Outdoor

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics:

Bid Number: 16-072

Number of Bid/Proposal Received: 16

HUB Firms: 2

Compliant Bids: 16

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44-031 (b) regarding specifications, pricing, performance history, etc. The 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

FWISD schools offering Pre-kindergarten and Kindergarten

RATIONALE:

Approval will allow the District to engage a targeted audience of parents, grandparents and other stakeholders in a meaningful way and enlist their collaboration in the education of our children.

INFORMATION SOURCE:

Barbara Griffith
John Cope

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE THE PURCHASE OF FURNITURE FOR WORLD LANGUAGE INSTITUTE FROM THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

For the 2018-2019 school year World Language Institute relocated to 4921 Benbrook Hwy. The purchase of student furniture and science lab renovations were approved by the board in May, 2018. Additional furniture purchases are needed to support the campus needs in the new facility.

- Library tables and chairs for library
- Chairs with caddies for the fine arts classroom
- Computer tables and chairs for computer classrooms
- Podium, chairs with caddies for gymnasium

The vendors selected for these purchases are National Business Furniture, Wenger, and School Specialty. The purchase of this furniture will be made using the Capital Improvement Program funds as part of the 2018 bond authorization.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve The Purchase of Furniture For World Language Institute from the 2017 Capital Improvement Program
2. Decline to Approve The Purchase of Furniture For World Language Institute from the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve The Purchase of Furniture For World Language Institute from the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-11-6399-B43-084-11-000-000000

COST:

\$50,638

VENDOR:

Demco (BuyBoard contract 503-16)
National Business Furniture (RFP 18-020-A)
School Specialty (BuyBoard contract 503-16)
Wenger (BuyBoard contract 539-17)

PURCHASING MECHANISM

Interlocal Agreement
Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 18-020-A
Number of Bid/Proposal Received: 24
HUB Firms: 1
Compliant Bids: 24

Part of 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 BuyBoard contracts 503-16 and 539-17. Additionally, this part of this purchase has been evaluated in accordance with the Texas Education Code section 44-031 (b) regarding specifications, pricing, performance history, etc. from RFP 18-020-A. The recommended vendor is listed above. 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

World Language Institute

RATIONALE:

The purchase of the additional classroom furniture will help support the new facility needs.

INFORMATION SOURCE:

Art Cavazos
Gilbert Griffin
Brian Mathis

Customer Quotation



Quote: 3122598
Prepared For: Marie-Lise Mosbeux
 World Languages Institute
 4921 Benbrook Hwy
 Benbrook TX 76116-8806

Page: 1
Date: 12/13/2018
Effective: For 30 days only
Ship Within: 30-45 days aro
Delivery Within:
Tax: Not Included
Terms: PENDING CREDIT APPROVAL
F.O.B. Point: Destination

Regarding: Music Chairs and Carts

Item	Description	Quantity	Unit Price	Price
0936121	STUDENT CHAIR, 17.5" BLK, BLACK	105	56.00	5,880.00
127A661	CHAIR MOVE&STORE CART W/PURCH	7	326.00	2,282.00

	Total Product Charge			8,162.00
	Freight/Handling Charge			1,722.00
				=====
	Total Charge			9,884.00
	<p>Wenger is an approved vendor for Music Equipment for BuyBoard. Items on this quotation are available on BuyBoard Bid #539-17. This contract is in effect from 09/01/2017 to 08/31/2019.</p> <p>INH: This pricing includes delivery of the items to inside the first door on the first floor without assistance from personnel at your facility. Personnel at your facility are then responsible for moving the items to their intended location within the facility, as well as final assembly and any required installation.</p>			

* Terms and Conditions of Sale appear on following page.

Submitted By: Vanessa Jensen
 Sales Representative

Phone: 800-733-0393 Ext 8298 **Fax:** 507-455-4258
Email: vanessa.jensen@wengercorp.com

WENGER CORPORATION
 555 Park Drive, PO Box 448
 Owatonna, MN 55060-0448
 Phone 800.4WENGER (493-6437)
 Fax 507.455.4258
 Parts & Service 800.887.7145

WENGER CORPORATION
CANADA OFFICE
 Phone 800.268.0148

WORLDWIDE
 Phone 1.507.455.4100
 Fax 1.507.774.8576

WEB SITE
 www.wengercorp.com





P.O. Box 7488
 Madison, WI 53707-7488
 PH 800-356-1200 FAX 800-245-1329

QUOTATION

Reference: X8333153
 Contract/Bid ID: C21100
 Today: 11/29/18
 Quote Expiration Date: 12/31/18

NAME: Fort Worth Ind Sch Dist
 CONTACT: ROSA LOERA
 PHONE: 817-815-2200
 EMAIL: rosa.loera@fwisd.org

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
1	4	WF12132500	DEMCO Liberation Library	Table 60"W x 36"D Wood finish? Medium Oak (Solar Oak) Laminate top color? Navy Legacy	589.99	8%	2,171.17
PLEASE NOTE: This item may not be returned unless damaged or defective.							
2	16	WF14651070	Classmate Wood Sled-base 18"H Chair	32-1/4" x 19" x 20-3/4" Wood Finish Honey (HNY - formerly Medium Oak on Oak)	244.99	8%	3,606.26
PLEASE NOTE: This item may not be returned unless damaged or defective.							
Order Subtotal					5,777.43		
*Shipping/Processing					300.00		
Sales Tax					Exempt		
Grand Total					6,077.43		

*Delivery Provisions: This quote has been specifically prepared to deliver with:
 Tailgate Delivery
 Inside Delivery
 Power Lift Gate

Additional Note: Pricing is based on the
 BuyBoard contract 503-16
 using Demco contract C21100

Order Provisions: Please note the attached freight terms.

BILL TO: Fort Worth Ind Sch Dist
 Accounts Payable
 100 N University Dr Ste 140 E
 Fort Worth TX 76107-1360

SHIP TO: Rosa Loera
 World Languages Institute
 4921 Benbrook Hwy
 Fort Worth TX 76116-8806

CONTACT: ROSA LOERA
 WORLD LANGUAGES INSTITUTE
 4921 BENBROOK HWY
 FORT WORTH TX 76116-8806

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE TECHNICAL SUPPORT AGREEMENT FOR SERVICES FOR THE DISTRICT'S ENERGY MANAGEMENT SYSTEM

BACKGROUND:

The District's building energy management system provides the tools to help monitor and control comfort levels in the classroom. Climatec's Energy Management Control System is used to manage energy management system (E.M.S.) controls in approximately 60% of district facilities which regulates air conditioned comfort. Technical support to maintain main operator work station, global control modules, and unitary controllers is required. A request to ratify previous charges incurred from September to January have been submitted in a separate board item. The maintenance agreement is for February 15, 2019 through June 30, 2019 in order to continue the system and to perform network analysis. Climatec is a sole source vendor who installed the Alerton energy management system.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Technical Support Agreement for Services for the District's Energy Management System
2. Decline to Approve Technical Support Agreement for Services for the District's Energy Management System
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Technical Support Agreement for Services for the District's Energy Management System

FUNDING SOURCE

Additional Details

General Fund

199-51-6299-001-999-99-451-000000

COST:

\$70,577.00

VENDOR:

Climatec

PURCHASING MECHANISM

Sole Source

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Facilities District-wide

RATIONALE:

The technical labor support will ensure efficient operation of HVAC equipment connected to the Alerton energy management system.

INFORMATION SOURCE:

Art Cavazos
Gil Griffin

TECHNICAL SUPPORT AGREEMENT

Prepared for:



Prepared by:



1632 West Walnut Hill Lane

Irving, TX 75038

EXECUTIVE SUMMARY

As technology advances, Climatec, LLC must be responsive in solving our customer's problems, serving their needs, and optimizing their building performance...Climatec, LLC is pleased to propose the following Technical Support Agreement for FWISD.

The purpose of this agreement is to deliver quality comprehensive technical solutions to satisfy the specific requirements for FWISD by providing predictive and proactive technical support with the goal of analyzing, detecting, and continually looking for improvements while avoiding catastrophic down time. This is achieved by optimizing your Energy Management & Control System (EMCS) for proper efficiencies, comfort, and operating conditions.

We appreciate your consideration and we look forward to the opportunity to become your long-term EMCS and professional partner.

CLIMATEC, LLC

Brian K Morris _____

Name


Brian K Morris

Signature

01/16/2019

Date

Service Sales Representative

Title

AGREEMENT APPROVALS

Date of Proposal: January 16, 2019
TSA Start Date: February 15, 2019
TSA End Date: June 30, 2019
Service Dispatch Number: (972)823-9121
Service Dispatch Email: DallasService@Climatec.com

This proposed agreement is firm for one hundred and eighty (180) days, shall include the attached Terms & Conditions, Schedule(s), commence upon approval, and continue for a term of **6 months** for technical support services at the following facility(s):

Facility Name: FWISD
Facility Address: 100 N. University Dr. Fort Worth TX

BY AND BETWEEN:
CLIMATEC, LLC
1632 West Walnut Hill Lane
Irving, TX 75038

CLIENT:
FWISD
FWISD
100 N. University Dr. Fort Worth TX

APPROVALS:

CLIMATEC, LLC

FWISD

Name

Name

Signature Date

Signature Date

Title

Title

PROPOSAL OVERVIEW AND SCOPE OF SERVICES

OVERVIEW:

SCHEDULE A – CHARGES, RATES, & PRICING TERMS

SCHEDULE B – TYPE OF SERVICE PLAN

Attachment 1 - Energy Management & Control System Service

- Attachment 1A - Fault Detection & Diagnostics Service
- Attachment 1B - Central Plant Optimization Service
- Attachment 1C - 24/7 Remote Monitoring Service
- Attachment 1D - Energy Information System Service

SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

- Service Task 1 - EMCS Main Operator Workstation
- Service Task 2 - EMCS Network Analysis
- Service Task 3 - EMCS Global Control Modules
- Service Task 4 - EMCS Unitary Controllers

SCHEDULE D – LIST OF SERVICED EQUIPMENT

SCHEDULE E – MISCELLANEOUS CONDITIONS

SCHEDULE F – TERMS AND CONDITIONS

SCOPE OF SERVICES:

Two Days a week test and inspection, technical support, and software services (as listed on attached Schedules B and C) for the **Energy Management & Controls System**.

SCHEDULE A – CHARGES, RATES, & PRICING TERMS

ANNUAL CHARGES:

This agreement shall be billed **annually** (as listed below) and is due and payable upon the Client's receipt of invoice. The annual charge for each year is:

January 1-July 30 (Technician 2 times per week): **\$70,577**

BILLING PERIOD CHARGES:

* The first year billing shall be **1** payments of: **\$70,577**

Price is for Technician 2 days per week only. Does not include discounted rates on labor or parts.

SCHEDULE B – TYPE OF SERVICE PLAN

ATTACHMENT 1 - ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

- Facility Performance Report.** At commencement of this agreement, Climatec, LLC will analyze the major energy management & control system components, compile the analytic data, and submit a Facility Performance Report to the Client. The report will be assigned a Facility Performance Score along with addressed concerns and an assessment of potential savings opportunities.
- System and Service Review.** Climatec, LLC will hold an annual formal review with your staff to discuss the services performed during the past year and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet your changing needs and objectives.
- Preventive Maintenance.** Maintenance shall be performed per the attached Schedule C to optimize the system effectiveness. Scheduled preventive maintenance visits will occur **2 times per week**.
- Software Maintenance.** Climatec, LLC will furnish and install manufacturer's software revisions to maintain or improve present performance within the functional capabilities of your system. New software products shall be available for sale.
- Database Protection.** Climatec, LLC will protect your database by periodically saving this information and maintaining a copy on our premises. Database backups will be performed **four (4) times** per year.
- Telephone Support.** Technical experts will assist you, via the telephone, to identify and resolve operational problems.
- On-Line Service.** Climatec, LLC will provide you with on-line assistance to troubleshoot your system and resolve operational problems. *The Client is responsible for LAN / telephone line installation and costs.*
- System and Service Log.** Climatec, LLC will provide a log for you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log.
- Documentation.** All scheduled and unscheduled service visits will be documented by a work order form, listing materials used, and hours spent. All work orders will be signed by an authorized Client representative to verify all work completed. For your staff's convenience, copies of all work orders and our service agreement scope will be kept in your System and Service Log.
- Operator Training.** Climatec, LLC will provide **zero (0) hours** of on-site annual operator(s) training.

SCHEDULE B – TYPE OF SERVICE PLAN

- Component Repair and Replacement.** Climatec, LLC will repair or replace failed components with new or reconditioned components of compatible design to minimize obsolescence and maintain system integrity at no additional charge. Exchanged parts shall become the property of Climatec, LLC (see Schedule E for special conditions).
- Business Day Service.** Service repair calls covered by this agreement shall be made five (5) days a week, during normal business hours at no additional charge (see Schedule E for special conditions).
- Premium Time Emergency Service.** Emergency repair calls covered by this agreement shall be made seven (7) days a week, twenty-four (24) hours a day at no additional charge (see Schedule E for special conditions).
- On-Site Service.** Climatec, LLC shall provide an on-site Service Specialist for **zero (0) hours**.
- EnergyStar™.** As an EnergyStar Partner, Climatec, LLC will enroll your building(s) in the EPA EnergyStar™ Portfolio Manager, benchmarking your annual performance versus your peers.

SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

SCHEDULE D – LIST OF SERVICED EQUIPMENT

ENERGY MANAGEMENT & CONTROL SYSTEM:

- * EMCS operators' workstation, to include the operating software.
- * EMCS global controller(s), to include the modem.
- * EMCS programmable and unitary controllers.
- * Associated EMCS controller devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controller's.

SCHEDULE E – MISCELLANEOUS CONDITIONS

SPECIAL CONDITIONS:

This agreement excludes any internal controls associated with the individual HVAC equipment, such as factory installed and/or manufacturer supplied internal control modules, not associated with the Energy Management and Control System(s).

SCHEDULE F – TERMS & CONDITIONS

1.0 GENERAL PROVISIONS

- 1.1 Unless stated otherwise, the services provided under this agreement shall be provided during Climatec, LLC's normal business hours. Normal business hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. inclusive, excluding holidays.
- 1.2 The Client shall provide reasonable means of access to the equipment being serviced. Climatec, LLC shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the equipment. Climatec, LLC shall be permitted to start and stop all equipment necessary to perform the services herein described as arranged with the Client's representative.
- 1.3 This agreement, when accepted in writing by the Client and approved by an authorized Climatec, LLC representative, shall constitute the entire agreement between the two (2) parties.

2.0 CHARGES

- 2.1 For services not covered by this agreement, but performed by Climatec, LLC upon the Client's authorization, the Client agrees to pay Climatec, LLC upon presentation of itemized invoice(s) at Climatec, LLC's prevailing rates.
- 2.2 If emergency service is requested by the Client and inspection does not reveal any defect for which Climatec, LLC is liable under this agreement, the Client will be charged at Climatec, LLC's prevailing rates.
- 2.3 Unless otherwise specified, this agreement will commence on the date indicated for the term of **6 months** and shall continue from year to year until terminated. Either party may terminate this agreement at any time by giving a thirty (30) day written notice to the other. The agreement price may be adjusted on its anniversary date based on mutual agreement, prevailing labor, and material costs.

3.0 LIMITATIONS OF LIABILITY

- 3.1 Climatec, LLC shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to; acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning strikes, freezes, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. **IN NO EVENT SHALL CLIMATEC, LLC BE LIABLE FOR BUSINESS INTERRUPTION, LOSSES, OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.**
- 3.2 Climatec, LLC shall not be required to make safety tests, install new devices, or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.

Vendor #	Vendor Information	Discount	Min. order	Free Shipping	Discount Code #	Accepts P-Card	Phone Orders (P-Card Only)	Purchase On-line (P-Card Only)
4642	<p>Cohesive Automation, Inc 3010 West Story Road Irving, Texas 75038</p> <p>Contact: Cullen Menn Tel: 972-659-0401 Fax: 972-659-9586 cullenmenn@cohesiveautomation.com www.cohesiveautomation.com</p>	65%	Yes \$200.00	No, ground based on weight	No	No	No	No
439	<p>College Entrance Examination Board Dba College Board 45 Columbus Avenue New York, NY 10023</p> <p>Contact: Kay Wilson El: 866-392-3017 / 212-713-8000 Fax: 512-721-1841 / 212-713-8297 kwilson@collegeboard.org https://store.collegeboard.com</p>	0%	No	No	No	Yes	Yes 877-349-1550	Yes

SCHEDULE F – TERMS & CONDITIONS

- 3.3 Climatec, LLC shall not be required to make replacements or repairs necessitated by reason of the Client's personnel negligence, abuse, misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
- 3.4 The agreement pre-supposes that all equipment is in satisfactory working order. Climatec, LLC will inspect the equipment within thirty (30) days of when the agreement takes effect and will advise the Client of any equipment found to be in need of repair. Climatec, LLC will provide the Client with a written estimate of the cost of repairs. If the Client does not authorize Climatec, LLC to make the repairs or if the Client does not have the work performed, the equipment will be eliminated from coverage and the agreement price will be adjusted. There may be some equipment which, for reasons beyond Climatec, LLC's control, cannot be inspected before this agreement takes effect. Climatec, LLC will inspect such equipment on the first available visit.
- 3.5 The amount of any present or future sales, use, occupancy excise, or other tax (federal, state, or local) which Climatec, LLC hereafter shall be obligated to pay, either on its own behalf or on the behalf of the Client or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Client.
- 3.6 If the equipment or software included under this agreement is altered, modified, or changed by a party other than Climatec, LLC, this agreement shall be modified to incorporate such changes and the agreement price shall be adjusted accordingly.
- 3.7 It is understood that the provisions of this agreement apply only to the systems and equipment covered herein. Repair or replacement of non-maintainable parts of the system such as ductwork, boiler shell and tubes, unit cabinets, boiler re-factory material, electrical wiring, hydronic and pneumatic piping, structural supports, etc., is not included under the agreement.
- 3.8 Following twelve (12) months of service or any time thereafter, if individual item(s) cannot, in Climatec, LLC's opinion, be properly repaired on-site because of excessive wear or deterioration, Climatec, LLC may withdraw the item(s) from coverage upon ninety (90) days prior written notice.
- 3.9 This agreement shall comply with all applicable federal, state and local laws and regulations.

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE THE INTERLOCAL AGREEMENT WITH REGION 10 ESC FOR IMPLEMENTATION OF AN EMPLOYEE FINANCIAL EDUCATION PROGRAM OFFERING A FINANCIAL PATHWAY TOOL

BACKGROUND:

Fort Worth ISD has enjoyed a relationship with Region 10 and TCG Advisors, LP in the areas of 403(b), 457(b), FICA Alternative Plan, Employer paid 403(b), and 401(a) (Teacher/ Educator Recruitment and Retention Program "TERRP") administration. TCG Advisors, LP, through Region 10 ESC, is now interested in expanding their services to the District to include an Employee Education Financial Pathway Tool.

Many of the District's employees face financial difficulties navigating cost of living increases and planning for retirement. Student loans, credit cards, and other debt cause financial stress on individuals. Life expectancy has increased, and people spend more time in retirement without working. People are not saving enough for emergencies and for future needs. Medical costs are rising and health savings accounts are not being fully utilized. Payday loans, long-term car loans, and high-interest mortgages place a heavy financial burden on people, and commission-based sales agents are the only ones that provide financial advice. Because of these struggles, **Fort Worth ISD would like to offer a financial pathway planning tool to employees.**

Financial Pathways through Region 10 and TCG Advisors, LP, is a comprehensive financial wellness solution that empowers users to make prudent financial decisions as they learn from engaging with online resources and interacting with trusted financial advisors. Employees will benefit by obtaining information on some the following topics:

1. Auto Loans
2. Budgeting Tool
3. Building Emergency Savings
4. Checking Accounts
5. Considering Home Ownership
6. Credit Cards
7. Credit Scores & Reports
8. Estate Planning
9. Financing Higher Education
10. Getting Started with Options
11. Identity Protection
12. Insurance
13. Investments
14. Mobile Payments

- 15. Mortgage Modifications
- 16. Mortgages
- 17. Overdraft
- 18. Payday Loans
- 19. Prepaid Cards
- 20. Retirement 101
- 21. Savings
- 22. Social Security
- 23. Taxes
- 24. 529 Plans

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve the Interlocal Agreement with Region 10 ESC for Implementation of an Employee Financial Education Program Offering a Financial Pathway Tool.
- 2. Decline to Approve the Interlocal Agreement with Region 10 ESC for Implementation of an Employee Financial Education Program Offering a Financial Pathway Tool.
- 3. Remand to Staff for Further Study.

SUPERINTENDENT’S RECOMMENDATION:

Approve the Interlocal Agreement with Region 10 ESC for Implementation of an Employee Financial Education Program Offering a Financial Pathway Tool.

FUNDING SOURCE

Additional Details

No Cost

TCG Advisors, LP, have agreed to waive the fees for this service to the District. TCG Advisors, LP, will pay to Reg. 10 any fees that may be due to Reg. 10 that are associated with this product being offered to District employees, if any.

COST:

\$0.00

VENDOR:

Region 10 and TCG Advisors, LP

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All employees

RATIONALE:

Approval of this program will provide District employees with the tools to more effectively care for the financial needs of themselves and their families.

INFORMATION SOURCE:

Elsie Schiro
Max Ates
Felicia Mouton

**INTERLOCAL AGREEMENT
Education Service Center Region 10
Contracting Parties**

**Education Service Center Region 10 (ESC Region 10)
and
Fort Worth Independent School District (the "Agency")**

This Interlocal Agreement is effective February 12, 2019 ("Effective Date") and shall remain in effect for the period beginning with the Effective Date and ending August 31, 2021 ("Term") unless the parties agree to extend the term for an additional twelve month period prior to the expiration date stated above.

Statement of Services to be Performed: Provide Financial Wellness services to the Agency and its employees. Such services are described in the Financial Wellness Program – Services Agreement ("Agreement") for such services between Region 10 and the Provider of Services, TCG Advisors, LP. The terms of the Services Agreement are incorporated herein by reference and attached as Exhibit 1. Authority for such services is granted under sections 791.001 through 791.015 and 791.025 of the Government Code, V.T.C.A. as amended.

Role of ESC Region 10

1. Provide for the organizational and administrative structure of the program.
2. Conduct a Request for Proposals process to select the Provider for the program that it believes offers the best combination of cost and value.
3. Provide staff time necessary for efficient operation of the program.
4. Facilitate the delivery of the services purchased.

Role of the Member 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. Accept the services from the Provider of Services, TCG Advisors, LP, in accordance with standard procedures of the Agency.
4. Pay Provider in a timely manner for all goods and services received in accordance with their fee schedules, if any. Provider, TCG Advisors, LP, at its discretion, may waive or set fees lower than normally contracted amounts.
5. Supply employee data in good order to the Provider.
6. Promote the program to employees.

Fees:

The Agency hereby selects the level of services to be provided to its employees as designated below.

- Financial Modules only. Fee: \$5.00 per Client Employee
- Financial Modules **PLUS** Calculators and Planning Toolkit. Fee: \$7.00 per Client Employee

- Financial Modules **PLUS** Calculators and Planning Toolkit **PLUS** Workshops and Advisor Access. Fee: Waived. Services will be provided to all employees of Fort Worth ISD, i.e. Exempt Staff, Non-Exempt Staff, Part-Time Staff, and Substitutes, irrespective of the number of employees, at no cost.
- Financial Modules **PLUS** Calculators and Planning Toolkit **PLUS** Workshops and Advisor Access **PLUS** Executive Financial Coaching. Fee: \$110,000.00 annually.

Provider, TCG Advisors, LP, agrees to waive its fees for the Financial Pathway (employee financial wellness tool checked above) for the term of this agreement and any extensions thereof. In the event Provider, TCG Advisors, LP, (a) no longer serves in the capacity of the Agency's Third Party Administrator for 403(b) Administration Services, 457(b) Cooperative and Master Plan, 457(b) FICA Alternative Plan and Trust, Teacher/Educator Recruitment and Retention Program ("TERRP"), or (b) provides such services at a future rate discount then, and in that event, this interlocal agreement will terminate unless a new interlocal agreement is reached between the Agency and TCG Advisors, LP, as to the fee the Agency will pay per employee for this program, if any. See Exhibit 2 attached hereto.

Provider, TCG Advisors, LP, also agrees to pay Region 10 ESC any fees associated with the providing of this service to the Agency and will hold the Agency harmless from any payment due to Region 10 ESC.

Authorization:

Please send a signed Interlocal Agreement to ESC Region 10, Attn: Dr. Gordon Taylor, Executive Director, Education Service Center Region 10, 400 E. Spring Valley Rd., Richardson, TX 75081.

Agency: Fort Worth ISD

Education Service Center Region 10

By _____
Authorized Signature

By _____
Authorized Signature

Senior Officer | Payroll, Benefits, & Risk Management
Title

Executive Director
Title

Date

Date

Max Ates
Contact Person

Dr. Gordon Taylor
Contact Person

Senior Officer | Payroll, Benefits, & Risk Management
Title of Contact

(972) 348-1004
Telephone Number

100 N. University Dr. NW 140-H
Fort Worth, TX 76107
Address

Max.Ates@fwisd.org
E-mail Address

817.814.2184
Telephone Number

Provider: TCG Advisors, LP

By _____
Authorized Signature

Chairman & Co-Founder
Title

Date

Mike Cochran
Contact Person

Chairman & Co-Founder
Title of Contact

900 S Capital of Texas Hwy, Suite 350
Street Address

Austin, TX 78746
City, State

mcochran@tcgservices.com
E-mail Address

(512) 306-9939
Telephone Number

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE WATERPROOFING AT BASE OF STEPS AND LANDINGS AT THE FRONT ENTRANCE OF TRIMBLE TECH HIGH SCHOOL

BACKGROUND:

Waterproofing at the concrete base of the front steps and landings at the entrance of Trimble Tech High School has failed and needs to be redone. The work will include the removal of the existing brick landing and the concrete steps so waterproofing can be applied to the appropriate areas. The existing concrete steps will be reinstalled and new bricks will be purchased and installed to re-create the landings after the waterproofing has been done. The services of Mid-Continental Restoration Co., Inc. through Choice Partners, Contract Number 15/030JN-03 will be utilized for a cost of \$70,500.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Waterproofing at Base of Steps and Landings at the Front Entrance of Trimble Tech High School
2. Decline to Approve Waterproofing at Base of Steps and Landings at the Front Entrance of Trimble Tech High School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Waterproofing at Base of Steps and Landings at the Front Entrance of Trimble Tech High School

FUNDING SOURCE

Additional Details

Special Revenue

499-51-6299-OSM-011-99-475-000000-49906

COST:

\$70,500

VENDOR:

Mid-Continental Restoration Co., 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 Choice Facility Partners Contract #15/030JN-03. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District Operations
Trimble Tech High School

RATIONALE:

Waterproofing the front entrance will stop leaks and deterioration of the landings and steps.

INFORMATION SOURCE:

Art Cavazos
Gil Griffin



5125 NE Parkway, Fort Worth, TX 76106
Ph: (817) 498-7277 Fax: (817) 656-4764
www.midcontinental.com

January 15, 2019

Louis Alonzo
2808 Tolar St.
Fort Worth, TX 76107

RE: Front Entrance Step Repairs
Trimble Tech HS – Fort Worth

Dear Mr. Alonzo:

Attached is our Choice Partners proposal for the work to be performed on the Trimble Tech project. Should you have questions regarding the proposal, please feel free to contact me at (800) 906-0610.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.
Choice Partners #15/030JN-03

Randy Hughes
Estimator / Branch Manager
Cell: (817) 401-6393
randy_hughes@midcontinental.com

RH/kc

Encl.



5125 NE Parkway, Fort Worth, TX 76106
Ph: (817) 498-7277 Fax: (817) 656-4764
www.midcontinental.com

PROPOSAL / CONTRACT

January 15, 2019

From: Randy Hughes, Estimator / Branch Manager, Fort Worth, TX
Cell: (817) 401-6393 email: randy_hughes@midcontinental.com

To: Louis Alonzo, 2808 Tolar St., Fort Worth, TX 76107 Ph: (817) 343-5985
email: louis.alonzo@fwisd.org

Subject: Front Entrance Step Repairs

Job Name: Trimble Tech HS – 1003 W Cannon St., Fort Worth, TX 76104
Choice Partners #15/030JN-03

BASE BID: DEMO 2 LANDINGS OF TILE – APPROXIMATELY 1000 SF



- (1) We shall demo 2 landings of tile – approximately 1,000 SF.
- (2) We shall pull up 38 steps for waterproofing purposes.
- (3) We shall waterproof the top landing utilizing HLM 5000 mastic system.
- (4) We shall reinstall the 2 landings with tile, matching the existing tile as closely as possible.
- (5) We shall reinstall the 38 steps.

EXHIBIT "A"
TERMS & CONDITIONS

LIMITED WARRANTY

Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.

THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.

Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.

The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.

Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

EXCLUSIONS FROM LIMITED WARRANTY. The following are *not* covered by this warranty:

Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).

If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBS) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.

If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.

This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.

Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration will be paid for work completed and invoiced monthly and the balance due upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 30 days past due will be assessed a finance charge of 1½ % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all startup costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.

Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance – State Requirement; (2) Automobile Liability insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00.

Mid-Continental Restoration Company, Inc.

Contract Category: Building Cleaning, Exterior

Contract Number: 15/030JN-03

Contract Terms:

Initial Award Date: May 19, 2015
1st Renewal Start Date: May 19, 2016
2nd Renewal Start Date: May 19, 2017
3rd Renewal Start Date: May 19, 2018
Current Expiration Date: May 18, 2019
Renewals Remaining: 1

CP Contract Manager:

Joann Nichols
joann@choicepartners.org
713-696-2122

Contract Partner: Mid-Continental Restoration Company, Inc.



Contract Partner Web Site:
<http://www.midcontinental.com>

Approved Market Area: National

APPROVED PRODUCT OR SERVICE:

Exterior Building Cleaning and other related services

MWBE/HUB Status: Not Certified

ABOUT THIS PARTNER:

Mid-Continental Restoration Co., Inc., is an employee-owned company where genuine customer satisfaction is our main objective. We pledge to bring expertise, craftsmanship and the highest safety standards to every project; integrity, thoroughness and team spirit to every customer relationship. The Mid-Continental experience is professional and assured, always meeting or exceeding our customers' expectations. We restore peace of mind that the job will be done right, on time and on budget. We restore confidence that a stable, motivated, well-trained workforce can be found in an evolving industry. We

restore satisfaction in work relationships, in knowing they still can be based on integrity and performance. Today, Mid-Continental Restoration has a stable workforce 270-strong at offices strategically located to serve clients throughout the United States. The company is financially strong, having enjoyed consistent year-to-year growth with sales estimated to reach \$30 million in the near-term.

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

**TOPIC: APPROVE RATIFICATION OF COSTS FOR CLIMATEC ENERGY
MANAGEMENT TECHNICAL SUPPORT**

BACKGROUND:

The District's building energy management system provides the tools to help monitor and control comfort levels in the classroom. Climatec's Energy Management Control System is used to manage energy management system (E.M.S.) controls in approximately 60% of district facilities which regulates air conditioned comfort. Charges were incurred for technical labor support during the opening of school and through subsequent major failures of the Climatec Energy Management Control System. Climatec provided repairs to the District that total \$107,460.00. A request to ratify the cost to pay for E.M.S. support that was incurred during the months of September to present. Climatec is a sole source vendor who installed the Alerton energy management system. A request to approve technical support for the remaining school year will be submitted as a separate board item.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Costs for Climatec Energy Management Technical Support
2. Decline to Approve Ratification of Costs for Climatec Energy Management Technical Support
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of Costs for Climatec Energy Management Technical Support

FUNDING SOURCE

Additional Details

General Fund

199-51-6299-001-999-99-451-00000

COST:

\$107,460.00

VENDOR:

Climatec

PURCHASING MECHANISM

Sole Source

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

This will support continued operational efficiency of HVAC equipment connected to the Alerton energy management system in ratifying the cost for the outstanding invoices.

INFORMATION SOURCE:

Art Cavazos
Gil Griffin



INVOICE

INVOICE #: 975004151
INVOICE DATE: 12/17/18
CUSTOMER NUMBER: FO00086
SERVICE ORDER: 75004275

FORT WORTH ISD
 ACCOUNTS PAYABLE DEPT.
 100 N. UNIVERSITY SUITE NW 140-E
 FORT WORTH, TX 76107-1300

FSR#:
DUE DATE: 01/16/19

TERMS: NET 30 DAYS

AZ Contractors license NO L-11 ROC209133,
 L-39 ROC193418, C-11 ROC209134
 CA Contractors license NO C20, C10 929807

For work performed at:
 WILLIAMS ELEM
 901 BAURLINE ST,
 FORT WORTH, TX 76111

CUSTOMER PO: henry/jerry whitlock

DESCRIPTION: Versia Williams ES, contractor cut EMS communication wire.

LABOR

DESCRIPTION	HOURS	HOUR TYPE	RATE	EXTENDED
SYSTEM SPECIALIST 2	11.00	REG	120.00	1,320.00
Labor Total:				1,320.00

COMMENTS

Arrived onsite to troubleshoot the communications due to the building being NR. Found the communication wire cut in the cafeteria due to construction. Repaired the wire to restore proper communications to the whole building. There are some old heater controls that have been abandoned in place that won't communication due to no power to the controllers. Customer knows about these. THIS INVOICE WITH THE CORRECTED CHARGES REPLACES INVOICE #975003856. PLEASE DISREGARD THE PREVIOUSLY SENT INVOICE AS IT HAS BEEN CREDITED AND CLEARED FROM YOUR ACCOUNT. SORRY FOR THE INCONVENIENCE. THANK YOU!

SUBTOTAL: 1,320.00
TAX: 0.00
TOTAL: 1,320.00

REMIT TO: CLIMATEC LLC DEPARTMENT 730047 PO BOX 660919 DALLAS, TX 75266-0919
602-944-3330



INVOICE

INVOICE #: 975004149
INVOICE DATE: 12/17/18
CUSTOMER NUMBER: FO00086
SERVICE ORDER: 75004031

FSR#:

DUE DATE: 01/16/19

TERMS: NET 30 DAYS

FORT WORTH ISD
 ACCOUNTS PAYABLE DEPT.
 100 N. UNIVERSITY SUITE NW 140-E
 FORT WORTH, TX 76107-1300

AZ Contractors license NO L-11 ROC209133,
 L-39 ROC193418, C-11 ROC209134
 CA Contractors license NO C20, C10 929807

For work performed at:
 FORT WORTH MAINT DEPT
 2808 TILLAR ST,
 FORT WORTH, TX 76107

CUSTOMER PO: 81900118-000

DESCRIPTION: Maintenance Visits Various dates July 3-28, August 6-17 2018, 31 days

LABOR

DESCRIPTION	HOURS	HOURLY TYPE	RATE	EXTENDED
SYSTEM SPECIALIST 2	229.00	REG	120.00	27,480.00
SYSTEM SPECIALIST 2	32.00	OVT	180.00	5,760.00
			Labor Total:	33,240.00

OTHER COSTS

DESCRIPTION	QTY	RATE	EXTENDED
TRUCK CHARGE	31.00	50.00	1,550.00
			Other Costs Total: 1,550.00

COMMENTS

THIS INVOICE WITH THE CORRECTED CHARGES REPLACES INVOICE #975004045. PLEASE
 DISREGARD THE PREVIOUSLY SENT INVOICE AS IT HAS BEEN CREDITED AND CLEARED FROM
 YOUR ACCOUNT. SORRY FOR THE INCONVENIENCE. THANK YOU!

SUBTOTAL: 34,790.00
TAX: 0.00
TOTAL: 34,790.00

REMIT TO: CLIMATEC LLC DEPARTMENT 730047 PO BOX 660919 DALLAS, TX 75266-0919
602-944-3330



INVOICE

INVOICE #: 975004144
INVOICE DATE: 12/17/18
CUSTOMER NUMBER: FO00086
SERVICE ORDER: 75004158

FSR#:

DUE DATE: 01/16/19

TERMS: NET 30 DAYS

FORT WORTH ISD
 ACCOUNTS PAYABLE DEPT.
 100 N. UNIVERSITY SUITE NW 140-E
 FORT WORTH, TX 76107-1300

AZ Contractors license NO L-11 ROC209133,
 L-39 ROC193418, C-11 ROC209134
 CA Contractors license NO C20, C10 929807

For work performed at:
 FORT WORTH MAINT DEPT
 2808 TILLAR ST,
 FORT WORTH, TX 76107

CUSTOMER PO:

DESCRIPTION: Maintenance Visits Various Dates, July 30-August 3, August 18-24, Sept 15-28

LABOR

DESCRIPTION	HOURS	HOUR TYPE	RATE	EXTENDED
SYSTEM SPECIALIST 1	160.00	REG	120.00	19,200.00
SYSTEM SPECIALIST 1	30.00	OVT	180.00	5,400.00
Labor Total:				24,600.00

OTHER COSTS

DESCRIPTION	QTY	RATE	EXTENDED
TRUCK CHARGE	28.00	50.00	1,400.00
Other Costs Total:			1,400.00

COMMENTS

SUBTOTAL: 26,000.00
TAX: 0.00
TOTAL: 26,000.00

REMIT TO: CLIMATEC LLC DEPARTMENT 730047 PO BOX 660919 DALLAS, TX 75266-0919
602-944-3330



INVOICE

INVOICE #: 975004146
INVOICE DATE: 12/17/18
CUSTOMER NUMBER: FO00086
SERVICE ORDER: 75004431

FSR#:

DUE DATE: 01/16/19

TERMS: NET 30 DAYS

FORT WORTH ISD
 ACCOUNTS PAYABLE DEPT.
 100 N. UNIVERSITY SUITE NW 140-E
 FORT WORTH, TX 76107-1300

AZ Contractors license NO L-11 ROC209133,
 L-39 ROC193418, C-11 ROC209134
 CA Contractors license NO C20, C10 929807

For work performed at:

FORT WORTH ISD
 100 N UNIVERSITY, STE NW 140-E
 FORT WORTH, TX 76107-1300

CUSTOMER PO: Henry

DESCRIPTION: 9/13-9/14 Pooran 2 days 16 hours.

LABOR

DESCRIPTION	HOURS	HOUR TYPE	RATE	EXTENDED
SYSTEM SPECIALIST 1	16.00	REG	120.00	1,920.00
			Labor Total:	1,920.00

OTHER COSTS

DESCRIPTION	QTY	RATE	EXTENDED
TRUCK CHARGE	2.00	50.00	100.00
			Other Costs Total: 100.00

COMMENTS

Moved the OAT/OAH transfer from 405 to 400. The humidity sensor wasn't reading right. When I had to go to the ACM I noticed that the power for the sensor wasn't using the same power supply. Two days out there to install a 24 AV to DC convertor. At the time when I looked at it was 46.3% when it was 48% outside. Today it is still reading 46.3 when it is 88% outside. This is fixed.

SUBTOTAL: 2,020.00
TAX: 0.00
TOTAL: 2,020.00

REMIT TO: CLIMATEC LLC DEPARTMENT 730047 PO BOX 660919 DALLAS, TX 75266-0919
602-944-3330



INVOICE

INVOICE #: 975004147
INVOICE DATE: 12/17/18
CUSTOMER NUMBER: FO00086
SERVICE ORDER: 75004529

FSR#:

DUE DATE: 01/16/19

TERMS: NET 30 DAYS

FORT WORTH ISD
 ACCOUNTS PAYABLE DEPT.
 100 N. UNIVERSITY SUITE NW 140-E
 FORT WORTH, TX 76107-1300

AZ Contractors license NO L-11 ROC209133,
 L-39 ROC193418, C-11 ROC209134
 CA Contractors license NO C20, C10 929807

For work performed at:
 FORT WORTH MAINT DEPT
 2808 TILLAR ST,
 FORT WORTH, TX 76107

CUSTOMER PO: Henry

DESCRIPTION: Service dates from 9/29 to 11/2, total 28 days

LABOR

DESCRIPTION	HOURS	HOUR TYPE	RATE	EXTENDED
SYSTEM SPECIALIST 1	192.00	REG	120.00	23,040.00
SYSTEM SPECIALIST 1	32.00	ovt	180.00	5,760.00
Labor Total:				28,800.00

OTHER COSTS

DESCRIPTION	QTY	RATE	EXTENDED
TRUCK CHARGE	28.00	50.00	1,400.00
Other Costs Total:			1,400.00

COMMENTS

Service visits 9/29/18-11/2/18
 192 regular hours, 32 overtime, 28 truck charges

SUBTOTAL: 30,200.00
TAX: 0.00
TOTAL: 30,200.00

REMIT TO: CLIMATEC LLC DEPARTMENT 730047 PO BOX 660919 DALLAS, TX 75266-0919
602-944-3330



INVOICE

INVOICE #: 975004148
INVOICE DATE: 12/17/18
CUSTOMER NUMBER: FO00086
SERVICE ORDER: 75004829

FSR#:

DUE DATE: 01/16/19

TERMS: NET 30 DAYS

FORT WORTH ISD
 ACCOUNTS PAYABLE DEPT.
 100 N. UNIVERSITY SUITE NW 140-E
 FORT WORTH, TX 76107-1300

AZ Contractors license NO L-11 ROC209133,
 L-39 ROC193418, C-11 ROC209134
 CA Contractors license NO C20, C10 929807

For work performed at:
 FORT WORTH MAINT DEPT
 2808 TILLAR ST,
 FORT WORTH, TX 76107

CUSTOMER PO: henry

DESCRIPTION: Maintenance Visits 11/12-11/30 13 days

LABOR

DESCRIPTION	HOURS	HOUR TYPE	RATE	EXTENDED
SYSTEM SPECIALIST 1	104.00	REG	120.00	12,480.00
Labor Total:				12,480.00

OTHER COSTS

DESCRIPTION	QTY	RATE	EXTENDED
TRUCK CHARGE	13.00	50.00	650.00
Other Costs Total:			650.00

COMMENTS

Technical support of the District Energy Management system. Performed multiple repairs and preventive maintenance, in addition to network diagnostics and graphic updates.

SUBTOTAL: 13,130.00
TAX: 0.00
TOTAL: 13,130.00

REMIT TO: CLIMATEC LLC DEPARTMENT 730047 PO BOX 660919 DALLAS, TX 75266-0919
602-944-3330

Bid 13-015-A-B-D-E

Expires 9/2012 – 8/31/2022

Vendor #	Vendor Information	Discount	Min. order	Free Shipping	Discount Code #	Accepts P-Card	Phone Orders (P-Card Only)	Purchase On-line (P-Card Only)
4642	<p>Cohesive Automation, Inc 3010 West Story Road Irving, Texas 75038</p> <p>Contact: Cullen Menn Tel: 972-659-0401 Fax: 972-659-9586 cullenmenn@cohesiveautomation.com www.cohesiveautomation.com</p>	65%	Yes \$200.00	No, ground based on weight	No	No	No	No
439	<p>College Entrance Examination Board Dba College Board 45 Columbus Avenue New York, NY 10023</p> <p>Contact: Kay Wilson Ei: 866-392-3017 / 212-713-8000 Fax: 512-721-1841 / 212-713-8297 kwilson@collegeboard.org https://store.collegeboard.com</p>	0%	No	No	No	Yes	Yes 877-349-1550	Yes

Updated by Stella Zavala

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD AND TEXAS WESLEYAN UNIVERSITY TO IMPLEMENT EARLY COLLEGE HIGH SCHOOL AT DUNBAR HIGH SCHOOL

BACKGROUND:

On April 8, 2016, Dunbar High School received a \$9.5 Million Texas Title I Priority Schools (TTIPS) grant to implement an Early College High School. During the grant proposal development, Texas Wesleyan University agreed to partner with the campus to provide up to sixty hours of credit to Dunbar graduates that participate in a new Early College High School Gold Seal Program of Choice that will be conducted on the Dunbar campus. TTIPS requires that each awardee and its partner university sign a Memorandum of Understanding that last the duration of the grant (until June 30, 2021).

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth ISD And Texas Wesleyan University To Implement Early College High School At Dunbar High School
2. Decline to Approve Memorandum of Understanding Between Fort Worth ISD And Texas Wesleyan University To Implement Early College High School At Dunbar High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth ISD And Texas Wesleyan University To Implement Early College High School At Dunbar High School

FUNDING SOURCE

Additional Details

Special Revenue

The sum of \$2,119,286 will be paid to TWU under the MOU over a five year period. This amount will come from the Texas Title I Priority Schools Cycle 4 Grant awarded to Dunbar High School in April 2016--for services rendered and for textbooks.

COST:

\$2,119,286 for the period 2015 - 2020.

VENDOR:

Texas Wesleyan University

PURCHASING MECHANISM

Sole Source

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Dunbar High School/Advanced Academics and Innovative Learning/Grant Development, Management & Monitoring/Chief of Secondary Schools

RATIONALE:

Approval of this Memorandum of Understanding will continue the agreement for Dunbar High School to continue the grant-funded partnership with Texas Wesleyan University to provide up to sixty hours of college credit upon high school graduation for up to 100 students per year through and Early College High School Program of Choice to be conducted primarily on the Dunbar campus. The purpose of the program is to improve student achievement at Dunbar as well as campus climate, parent engagement, staff leadership, student attendance, student enrollment, and student discipline. This is the first such partnership with a private four-year university in the state of Texas. Upon graduation from high school, students will be encouraged to continue their studies at Texas Wesleyan, or another four-year university, towards a bachelor's degree with special scholarship and financial aid education and assistance provided to students and their parents.

INFORMATION SOURCE:

Charles Carroll
David Saenz
Angela Rash

**Memorandum of Understanding
For an Early College High School
Between Texas Wesleyan University
And the Fort Worth Independent School District**

This Memorandum of Understanding ("MOU") is hereby entered into by and between Texas Wesleyan University ("TWU"), a private, nonprofit provider of higher education, and the Fort Worth Independent School District ("FWISD"), a Texas political subdivision, pursuant to the authority granted in compliance with Section §29.908 of the Texas Education Code ("TEC");

WHEREAS the parties to this MOU desire to establish an Early College High School ("ECHS"), by the beginning of the 2017-2018 academic year, which will begin by serving students in grade 9 (with subsequent years serving grades 9-12), to provide opportunities for both workforce (i.e. technical) and academic dual credit TWU courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code ("TAC");

WHEREAS, services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk as defined criteria in TEC §29.081, economically disadvantaged students, and first time college-goers), who are: (1) highly motivated but have not received the academic preparation necessary to meet high school standards; (2) may be English language learners (3) experience difficulty in experiencing a smooth transition into postsecondary education; and/or (4) have limited financial resources, and as a result, the cost of college is prohibitive;

WHEREAS ECHS's are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to two years of transferable college credit hours (60) towards a Baccalaureate degree;

WHEREAS ECHS's prepare students for successful career and educational futures through a full integration of high school, college, world of work (high demand/high skill career preparation), improved academic performance, and increase high school and college/university completion rates; and

WHEREAS both TWU and the FWISD are willing and able to participate in the facilitation of this program to benefit the students the program seeks to assist.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. TERMS

- a. The term of this MOU shall commence upon the execution of this MOU and will end on June 30, 2021, unless it is otherwise terminated in accordance with Section 7. The post Texas Title I Priority Schools ("TTI PS")/School Improvement ("SIG") grant MOU will end on June 30, 2026 enacted.
- b. The parties shall review the MOU annually.

- c. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the parties shall review this MOU and may renew this MOU on written approval of TWU and FWISD.

2. GUIDING PRINCIPLES

- a. Establish a mutually beneficial partnership between TWU and FWISD that allows a flexible and creative response to the organizational, mission, fiscal and data needs of both institutions.
- b. Collaboration in planning, implementation, and continuous improvement of ECHS programs including the provision for faculty, staff, administration, curriculum development, professional development and student services.
- c. Provision of rigorous college readiness, technical and early college dual credit courses.
- d. Financial collaboration that addresses costs of both parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e. Classes and activities of the ECHS on TWU grounds with students integrated in campus facilities and TWU co-curricular activities.
- f. Use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success.
- g. Selection of students by FWISD by application, joint orientation and lottery that reflects the diversity of FWISD.
- h. Vertical alignment that promotes a college-going culture in all areas; teachers, college faculty, high school and college counselors
- i. Collaboration that addresses the instruction calendar, instruction materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and THECB grading periods and policies

3. SCOPE OF THE AGREEMENT AND LIMITATIONS OF AUTHORITY

A. Governance

- (1) The ECHS is established under this agreement will:
 - a. Be governed by FWISD and subject to FWISD's local state and federal policies;
 - b. Have the autonomy to operate as a school within a school within the rules and guidelines established by TEA, FWISD and TWU;
 - c. Operate within the normal operating hours of the college during a regular school day; and
 - d. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

(2) The ECHS Principal

- a. Will be appointed by the Superintendent of FWISD as principal and be an employee of FWISD. An adequate number of faculty for high school credit- only courses, counselor(s), clerical staff, and any other high school personnel that may be necessary, will be the responsibility of FWISD (in context of the ECHS). The Principal will have the authority to implement and supervise:
 - i. Governance;
 - ii. District staffing;
 - iii. District staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System; making recommendations for hiring, renewal, nonrenewal and termination;
 - iv. Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Professional development
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Right and Privacy Act (FERPA); and
 - viii. Parent and community involvement consistent with the mission and needs of the ECHS.
- b. Will direct the ECHS designee in entering attendance, grades and other data into the FWISD student accounting system;
- c. Will report to FWISD Superintendent or his/her designee through the established FWISD governance structure;
- d. Will serve as the primary contact for the ECHS, and the community and TWU.

(3) ECHS Coordinating Council

- a. Membership on the ECHS Advisory Council will include, but not be limited to, the Principal, and representatives of FWISD and TWU with decision-making authority.
- b. The ECHS Advisory Council will meet quarterly and as needed to:
 - i. Assess instructional and programmatic activities;
 - ii. Identify problems issues and challenges that arise; and
 - iii. Make recommendations regarding more effective coordination

B. Awarding Credit for Courses

TWU will award transcript credit for college courses agreed for which a Dual Credit Course Agreement has been approved. These courses shall have been evaluated and approved through the official college curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. DUTIES of TWU

- (1) Waive tuition and fees for students duly or concurrently enrolled in the Dunbar ECHS approved courses;
- (2) Provide textbooks and materials for those courses prior to the first day of each new semester; FWISD will reimburse TWU for those textbooks and materials;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that course documents and syllabi are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where TWU offers courses;
- (6) Ensure that college core curriculum courses are in the students' individual graduation plans for dual credit by the beginning of their freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to ensure compliance with the Dual Credit Course Agreement and the standards established by TEA, applicable accrediting agencies, and TWU;
- (8) Review and approve FWISD teachers who teach dual credit courses; those teachers must meet both the TWU and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") accreditation requirements;
- (9) Pay salaries of TWU instructors who teach blended college courses on the TWU campus; and
- (10) Provide academic support for ECHS students.
- (11) Curriculum Alignment

The Collegiate Academy at Dunbar High School in partnership with Texas Wesleyan University
Liberal Arts: Arts & Humanities Endorsement

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
		Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School	AVID I	AVID I	AVID II	AVID II	AVID III	AVID III	AVID III	AVID IV	AVID IV
	English I/Pre-AP or Pre-AP English II	English I/Pre-AP or Pre-AP English II	English II/Pre-AP or *English III (Composition & Rhetoric)	English II/Pre-AP or *English III (Composition & Literature)	*English III or *English IV (Exploring American Literature)	*English III or *English IV (Exploring British Literature)	*English IV or *English Elective (Survey of American Literature)	*English IV or *English Elective (Survey of British Literature II)	
	Algebra I/Pre-AP or Pre-AP Geometry or Pre-AP Algebra II	Algebra I/Pre-AP or Pre-AP Geometry or Pre-AP Algebra II	Geometry/Pre-AP or Pre-AP Algebra II or Pre-AP Pre-Calculus	Geometry/Pre-AP or Pre-AP Algebra II or Pre-AP Pre-Calculus	Algebra II or *Pre-Calculus or AP Calculus or Statistics (College Algebra)	Algebra II or *Pre-Calculus or AP Calculus or Statistics (Pre-calculus)	*Pre-Calculus or *AP Calculus AB or AP Statistics or AQR (Calculus I)	*Pre-Calculus or *AP Calculus BC or AP Statistics or AQR (Calculus II)	
	World Geography or Pre-AP World Geography or AP Human Geography	World Geography or Pre-AP World Geography or AP Human Geography	*World History or Pre-AP World History or AP World History (World History to 1648)	*World History or Pre-AP World History or AP World History (World History since 1648)	*US History or Pre-AP US History or AP US History (Fundamental of Early American History)	*US History or Pre-AP US History or AP US History (Fundamental of Modern American History, 1877 to Present)	*Government (American Government)	*Economics (Principles of Economics)	
	Biology/Pre-AP or Pre-AP Chemistry	Biology/Pre-AP or Pre-AP Chemistry	Chemistry/Pre-AP or Pre-AP Physics	Chemistry/Pre-AP or Pre-AP Physics	Physics or AP Physics or AP Chemistry	Physics or AP Physics or AP Chemistry	AP Chemistry or AP Biology or Anatomy and Physiology	AP Chemistry or AP Biology or Anatomy and Physiology	
	*Spanish I	*Spanish II	Fine Arts	Fine Arts	Elective	Elective	*Psychology (Introduction to Psychology)	*Sociology (Introduction to Sociology)	
	Health	Speech	Health	Speech	Elective	Elective	Elective	Elective	
	*Academic Success Experience: Freshman Seminar	Elective	Pre-AP Spanish III or Elective	Pre-AP Spanish III or Elective	AP Spanish IV or Elective	AP Spanish IV or Elective	Elective	Elective	
PE/Athletics	PE/Athletics								
College	*SPN 1341	*SPN 1342	*ENG 1301	*ENG 1302	*ENG 1301 OR *ENG 2326	*ENG 1302 OR *ENG 2328	*ENG 2326 OR *ENG 3320	*ENG 2328 OR *ENG 3319	
			*HIS 2301	*HIST 2303	*MAT 1302	*MAT 1303	* MAT 1302 OR * MAT 1324	*MAT 1303 OR * MAT 1325	
					*HIS 2321	*HIS 2322	*GOV 2311	*ECO 2305	
							*PSY 1301	*SOC 2301	
	3	3	6	6	9	9	12	12	

General Education Core: includes 42 hours college core, transferable to any Texas university

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. The courses highlighted yellow will be taken either as high school or college. (developmental courses will be included as necessary to support TSI and college readiness)

**Taken Fall or Spring

D. Duties of FWISD

- (1) Reimburse TWU for dual or concurrent course textbooks and materials provided by TWU;
- (2) Consult with TWU faculty who teach dual credit courses in the design and implementation of these courses to ensure that course goals enable students to master the TEA's Texas Essential Knowledge and Skills and end of course testing and match requirement of the THECB to ensure rigor;
- (3) Consult with TWU faculty in the design and assessment of dual credit courses taught by FWISD teachers and participate in teaching and learning outcomes assessment by TWU; allow access by TWU personnel to courses and course material to ensure that courses meet TWU standards.
- (4) Pay salaries of FWISD personnel;
- (5) Ensure that all FWISD high school courses are in the students' individual graduation plans by the beginning of their freshman year and dual credit courses;
- (6) ECHS shall report all students who have withdrawn and/or graduated from the ECHS to the TWU registrar;
- (7) Partner with the Texas ECHS Technical Assistance provider; and
- (8) Partner with a Texas ECHS demonstration site.
- (9) After year 4 of 5 the grant cycle (2018-2019), FWISD and Texas Wesleyan will conduct a programmatic review and enter into negotiations for a new 4 year MOU to begin in 2020-2021. Programmatic review will happen not later than May 1st Programmatic review will happen not later than May 1st after year 5 (2019-2020) FWISD will support program cost at \$236,000 per year, or the actual contract and textbook costs, whichever is greater, for the next four years, reviewed after (2023-2024) school year.
- (10) Pays salaries of adjunct for non-blended ECHS courses offered on TWU campus.
- (11) Pay contracted service fees to TWU for ECHS and student support services provided, as detailed below.

Project Period	Texas Wesleyan Contract	Texas Wesleyan Textbooks
1 (2015-2016)	50,041	75,000
2 (2016-2017)	130,970	300,000
3 (2017-2018)	152,665	300,000
4 (2018-2019)	236,598	300,000
5 (2019-2020)	274,012	300,000

Total	\$844,286	\$1,275,000
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E. Enhanced Educational Opportunities

The ECHS will implement the requirements of House Bill 5, including, but not limited to, a bridge academic enrichment program, as well as college social and academic participation.

F. Faculty

Faculty meeting TEA and SACSCOC requirements, as appropriate, will be provided by TWU and FWISD. To teach in ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the State of Texas.

FWISD employees who teach classes at ECHS will meet all state requirements for high school teachers. Instructors that meet the same standard and approval procedures used by TWU will be granted "Adjunct Instructor Faculty Status" by TWU and will be permitted to teach college level courses, when needed, adhering to the college course requirements.

ECHS faculty members employed by FWISD will be evaluated annually by FWISD using FWISD guidelines and in accordance with FWISD School Board policy and procedures. Additionally, with respect to college classes taught by FWISD faculty members, TWU shall supervise and evaluate such faculty members using the same or comparable procedures used for faculty at TWU. ECHS faculty employed by TWU will be evaluated in accordance with TWU policies and procedures.

FWISD faculty will comply with TWU expectations for course learning outcomes. FWISD faculty will participate in faculty evaluations and learning outcomes assessments designed and directed by TWU

G. Classroom Facilities

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at Dunbar High School ("DHS") and TWU; and
- (2) ECHS students, faculty and staff will have access to instructional and non-instructional materials and other resources available on the TWU campus in keeping with the Guiding Principles enumerated in Section 2 of this MOU.

H. Tuition and Fees

TWU will waive tuition and fees for students enrolled in the ECHS dual credit courses based on the Dual Credit Course Agreement and concurrent courses. FWISD will waive Texas Success Initiative ("TSI") assessment administration costs.

I. Books, Supplemental & Instructional Materials and Technology

- (1) College approved textbooks, syllabi and/or course outlines shall apply to all TWU courses and to all students in the courses when offered under the provision of the Dual Credit Course Agreement;
- (2) All textbooks and supplemental materials required for classes outlined in the Dual Credit Course Agreement shall be provided by TWU; FWISD will reimburse TWU for the cost of textbooks and supplemental materials;
- (3) All textbooks and supplemental material required for college classes not outlined under the Dual Credit Course Agreement shall be provided by TWU; FWISD will reimburse TWU for the cost of textbooks and supplemental materials;
- (4) Selection and adoption of supplemental instruction materials, both print and digital, shall be jointly discussed the TWU and FWISD; and
- (5) TWU and FWISD will collaborate to maximize the resources of each institution including but not limited to the use of one-to-one devices.

J. Grading Policies, Data Sharing and Transcripts

- (1) College credit for each ECHS student should appear on the TWU transcript as that student completes a college course. The transcription of college credit will be the responsibility of TWU;
- (2) The transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the college grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes;
- (3) TWU will provide a numeric and letter grade to FWISD at the completion of each college course;
- (4) FWISD will receive grades for dual credit college courses every six weeks;
- (5) ECHS students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at TWU. Withdrawal from the college course does not result in withdrawal from the ECHS; and
- (6) ECHS personnel are responsible for advising ECHS students concerning academic progress in the high component of the course.
- (7) Students will use the General Education Course Transfer Sheet, to track academic progress and transferability of IHE courses. ECHS student will meet with TWU Admission Counselor for assistance with this process.

**General Education Course Requirements- 45-46 Hours
Preliminary Transfer Credit Evaluation Worksheet**

This worksheet is an unofficial document and not meant to represent the student's degree plan. The official cou

Name:
Semester:

Datatel:

Date:

	Hrs. Complete
Associate of Arts:	
Core Complete:	
General Education Requirements (45-46 Hours)	
Language Literacy (12 Hours)	
ENG 1301 Composition & Rhetoric	
ENG 1302 Composition & Literature	
One sophomore level literature or creative writing course: ENG 2324, ENG 2326, ENG 2327, or ENG 2328 or transfer equivalent	
One of the following Interdisciplinary Integrative courses: HUM 2340 or HUM 2341	
Analytic Literacy (10-11 Hours)	
Choose One Option:	
Option #1: Two Math/ One Science (10 Hours) or Option #2: One Math/ Two Science (11 Hours)	
Choose 1 or 2: MAT 1302 OR MAT 1304 AND/OR higher level math	
Choose 1 or 2 of the following courses with accompanying lab: BIO 1321+1121, BIO 1322+1122, BIO 1340+1140, BIO 1341+1141, CHE 1315+1115, CHE 1316+1116, GEO 1401, GEO 1402, NSC 1403, NSC 1404, NSC 1405, NSC 1406, NSC 1407, NSC 1408, NSC 1409, NSC 1410, NSC 1412, NSC 1414, NSC 2401, NSC 2402, PHY 1401, PHY 1402	
Cultural Literacy (12 Hours)	
HIS 2322 Fund of Modern American History	
Choose one from: ART, FAR, MUS or THA	
Choose one from: REL 1311, 1312, 1313, 1321, or 1322	
Choose one from : ART, FAR, MUS, THA, HIS 2321, HIS 2301, HIS 2303, PHI 2301, PHI 2321, REL 1311, REL 1312, REL 1313, REL 1321, or SPC 1301	
Social Literacy (10-11 Hours)	
EXS 1220 Basic Concepts of Health & Physical Education	
Choose any 3 of the following courses with at least 2 different academic areas represented: BUA 1301, ECO 2305, FIN 1325, GEG 2304, GEG 2305, IST 2300, POL 2311, PSY 1301, PSY 2342, SOC 1302, SOC 2301, SOC 2302, SOC 2390	
Additional Coursework	
Total Hours: 46	0

K. Confidentiality of Student Records

The parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. The parent(s) of any authorized student shall have access to his or her child's records. In accordance with the FERPA (20 U.S.C. §1232g; CFR Part99) and FWISD Board Policy, all records relating to students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulation including FERPA and FWISD Board Policy. The parties shall not release education records to any third party without prior written consent by the student's parent or other person in lawful control of the student or by a student who is 18 years of age or older, except as otherwise permitted by law.

L. Recruitment, Selection and Enrollment of Students

- (1) Student recruitment of FWISD eighth graders will occur annually;
- (2) TWU will assist with recruitment, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the ECHS;
- (3) A high school student will not be allowed to take a college level course if the student does not meet TSI required scores, TWU pre-requisites, course requirements;
- (4) FWISD attendance policies and procedures will be followed as to high school courses and TWU attendance policies and procedures will be followed as to the college courses.

M. Instructional Calendar

- (1) The ECHS calendar will be based on the approved FWISD master calendar and student enrollment will take place each semester prior to TWU's census date;
- (2) Instruction and testing will follow the State Board of Education and TEA compliance standards; and
- (3) Inclement weather procedures will be based on the FWISD procedures for inclement weather. In the case that TWU is closed and FWISD is open students shall remain on the FWISD high school campus for instruction.

N. Transportation

FWISD shall transport ECHS students to the TWU campus via FWISD vehicles. It is expressly agreed that all such transportation by FWISD, as well as the acts and omissions of all transportation personnel, are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including reasonable attorney's fees and other professional fees that may be imposed upon, incurred by or asserted against TWU, its trustees, officers, employees and agents, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the

term of this MOU, FWISD shall maintain the insurance coverage agree by TWU and FWISD. The provisions in the paragraph are solely for the benefit of TWU, its trustees, officers, employees and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

O. Student, Faculty and Staff Conduct

ECHS students, faculty and staff shall adhere to:

- (1) Policies and procedures of FWISD and TWU;
- (2) Procedures listed in the FWISD student handbook the TWU Student I handbook and University Catalog;
- (3) Procedures listed in the FWISD teacher's manual and TWU policies

P. Media and Public Relations

Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and TWU protocols, appropriate under the particular circumstances.

Q. Student Progress and Support

Each ECHS student shall be assigned a mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with the students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At TWU, students will receive the same support services, while taking courses on the TWU campus, provided to all college students.

Dunbar HS counselors will provide academic and counseling support to the ECHS learning community's students and their parents and work with TWU ECHS Campus Coordinator and TWU student service personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two institutions, as well as transferability and applicability to baccalaureate degree plans.

Dunbar HS will hire College and Career Readiness Coaches who will focus on proven, research-based methods of increasing student and family understanding of the connections between school completion and successful transition to college and/or career.

R. Evaluation, Research, and Development

FWISD and TWU will develop a plan for the evaluation of the ECHS program to be completed each year that will include, but not be limited to, attendance and retention rates, GPA of high school-credit only courses and college courses; satisfactory progress in college courses, and adequate progress toward the college-readiness of the students in the program. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

The parties will collect data on the ECHS program and students as required by state and federal law and their respective policies and procedures and will share that data with one another upon request. Neither party shall be required to collect data except as provided in this MOU, but a party may request that the other party collect additional data, and the requested party shall use good faith efforts to comply with reasonable requests, to the extent that compliance would not create an undue burden on the financial and human resources of the requested party. The Principal will lead in the annual review and completion of the annual report of the evaluation data collected by the parties.

S. Project Reporting

The annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

4. IMMUNITY AND LIMITS OF LIABILITY

TWU acknowledges that it is a nonprofit, 501(c)3 organization. FWISD acknowledges it is a governmental entity. Both acknowledge that these designations are subject to constitutional and statutory limitations on liability and damages and that neither party waives any immunity or defense in connection with any claims made in connection with or arising out of the MOU, The parties agree that neither party will be responsible for the other party's acts of negligence which may arise in connection with the MOU. The provision in the paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.

5. AMENDMENT

The parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU each year upon review in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

6. TERMINATION

Subject to the provision of Section 7 below, either party may terminate this MOU without cause on 120 days' written notice to the other party. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of the MOU includes, but is not limited to, a violation of the policies and rules of TWU or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If this MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU, in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under this MOU through such time.

7. DISCONTINUATION OF OPERATION AFTER THE TERM OF THE TTIPS/GRANT

- a. IF operation of the ECHS should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- b. If operation of the ECHS should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- c. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS at the end of their 12th grade year. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- d. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.

While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

8. ASSIGNMENT

No party may assign their interest in the MOU without the written permission of the other party.

9. LIMITATIONS OF AUTHORITY

- a. Neither party has authority for and on behalf of the other except as provided in this MOU. No authority, power, partnership, use of rights are granted or implied.
- b. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between TWU and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect
- c. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of TWU, FWISD and their respective legal advisors and Boards of Trustees.
- d. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. WAIVER

The failure of any party to exercise the rights granted them here in upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. MISCELLANEOUS PROVISIONS

- a. Neither party shall have control over the other party with respect to its hours and times of operation, employment, etc., unless otherwise specifically agreed to in writing.
- b. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- c. If THECB adopts new guidelines for early college high school programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU, if necessary.

12. SIGNATORY CLAUSE

The individuals executing this Agreement on behalf of TWU and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All parties hereby acknowledge that they have read and understood this Agreement .

**CONSENT AGENDA ITEM
BOARD MEETING
FEBRUARY 12, 2019**

**TOPIC: APPROVAL OF BUDGET AMENDMENT FOR THE PERIOD ENDED
JANUARY 31, 2019**

BACKGROUND:

The 2018-2019 Consolidated General Fund Budget was initially adopted on June 26, 2018 and last amended through the period ended December 31, 2018. During the month of January 2019, requests were made by campuses and departments to transfer funds between functions for the General Operating Fund (199) and Tax Ratification Fund (198), as reflected on the spreadsheet provided. All requests are necessary in the normal course of District operations. Other requested transfers are as follows:

- During the budget process the funds for maintenance over-time was placed in the wrong function. As a result, the Maintenance and Operations Department is requesting the Board to approve the transfer of funds from Function 34 into Function 51 in Fund 199 (GF) in the sum of \$3.5M.

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the period ended January 31, 2019
2. Decline to Approve Budget Amendment for the period ended January 31, 2019
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the period ended January 31, 2019

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

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

INFORMATION SOURCE:

Elsie Schiro
David Johnson

**Consolidated General Fund
Budget Amendments 2018-2019
For The Period Ended January 31, 2019**

		Consolidated General Fund 2018-2019 Amended Budget 12/31/2018	Adjustments	Consolidated General Fund 2018-2019 Amended Budget 1/31/2019
<u>REVENUE & OTHER SOURCES</u>				
5700	Local Revenue	\$394,604,221		\$394,604,221
5800	State Revenue	345,621,308		345,621,308
5900	Federal Revenue	15,000,000		15,000,000
7900	Other Sources	0		0
Total Revenue & Other Sources		\$755,225,529	\$0	\$755,225,529
<u>EXPENDITURES</u>				
11	Instruction	\$469,002,156	(\$106,996)	\$468,895,160
12	Instruction Resources and Media Services	\$11,736,728	(\$7,591)	\$11,729,137
13	Curriculum and Instructional Staff Development	\$10,493,415	\$13,614	\$10,507,029
21	Instructional Administration	\$14,676,499	(\$74,806)	\$14,601,693
23	School Administration	\$49,820,096	\$31,583	\$49,851,679
31	Guidance and Counseling Services	\$45,078,610	\$4,846	\$45,083,456
32	Social Work Services	\$5,232,548	\$30,000	\$5,262,548
33	Health Services	\$10,567,540	\$12,627	\$10,580,167
34	Student Transportation	\$22,000,080	(\$3,450,000)	\$18,550,080
35	Food Services	\$317,510	\$10,844	\$328,354
36	Cocurricular/Extracurricular Activities	\$15,452,592	\$1,612	\$15,454,204
41	General Administration	\$20,427,050	\$60,481	\$20,487,531
51	Plant Maintenance and Operations	\$76,815,207	\$3,450,470	\$80,265,677
52	Security and Monitoring Services	\$12,100,274	\$12,616	\$12,112,890
53	Data Processing Services	\$15,691,263	(\$50)	\$15,691,213
61	Community Services	\$5,330,515	\$10,750	\$5,341,265
71	Debt Service	\$0	\$0	\$0
81	Facilities Acquisition & Construction	\$4,997,559	\$0	\$4,997,559
95	Payments to Juvenile Justice Alt Ed Program	\$142,500	\$0	\$142,500
97	Tax Increment Financing	\$0	\$0	\$0
99	Other Intergovernmental Charges	\$3,100,000	\$0	\$3,100,000
Total Budgeted Expenditures		\$792,982,142	\$0	\$792,982,142
Total Deficit		(\$37,756,613)		(\$37,756,613)
Beginning Fund Balance (Audited)		213,282,187		213,282,187
Fund Balance-Ending (Unaudited)		\$175,525,574		\$175,525,574

	January 31, 2019 Budget Amendment	Increase	Decrease	Net Effect
Object	Revenue			
5700				
5800				
5900				
	Total	0	0	0
Function	Expenses			
11	Fund 199 transfer to func 32 for purchase of technology needs for Restorative Practices		30,000	
	Fund 199-transfer to func 23 & 33 to fund Leadership Academy stipends		42,842	
	Fund 199-transfer to function 13 & 23 for professional development travel for teacher and principals at South Hills Campus/Dept. normal course of District operations		20,000	
			14,154	
	Overall effect on Function 11	0	106,996	(106,996)
12	Campus/Dept. normal course of District operations		7,591	
	Overall effect on Function 12	0	7,591	(7,591)
13	Fund 199-transfer from function 11 for professional development travel for teacher and principals at South Hills Campus/Dept. normal course of District operations	7,000		
		6,614		
		13,614	0	13,614
21	Fund 199-transfer to func 41 for additional salaries in Policy & Planning Campus/Dept. normal course of District operations	1,198	76,004	
	Overall effect on Function 21	1,198	76,004	(74,806)
23	Fund 199-transfer from function 11 for professional development travel for teacher and principals at South Hills Campus/Dept. normal course of District operations	13,000		
		10,000		
		8,583		
	Overall effect on Function 23	31,583	0	31,583
31	Campus/Dept. normal course of District operations	4,846		
	Overall effect on Function 31	4,846	0	4,846
32	Fund 199 transfer from func 11 for purchase of technology needs for Restorative Practices Campus/Dept. normal course of District operations	30,000		
	Overall effect on Function 32	30,000	0	30,000
33	Fund 199-transfer from func 11 to fund Leadership Academy stipends Campus/Dept. normal course of District operations	12,500		
		127		
	Overall effect on Function 33	12,627	0	12,627
34	Fund 199-transfer to func. 51 for additional funding for payroll Campus/Dept. normal course of District operations		3,450,000	
	Overall effect on Function 34	0	3,450,000	(3,450,000)
35	Campus/Dept. normal course of District operations	10,844		
	Overall effect on Function 35	10,844	0	10,844
36	Campus/Dept. normal course of District operations	1,612		
	Overall effect on Function 36	1,612	0	1,612
41	Fund 199-transfer from func 21 for additional salaries in Policy & Planning Fund 199-transfer to func 36 & 52 to help support Hughes basketball tournament Campus/Dept. normal course of District operations	76,004	16,023	
		500		
	Overall effect on Function 41	76,504	16,023	60,481
51	Fund 199-transfer to func. 51 for additional funding for payroll Campus/Dept. normal course of District operations	3,450,000		
		470		
	Overall effect on Function 51	3,450,470	0	3,450,470
52	Fund 199-transfer from func 41 to help support Hughes basketball tournament Campus/Dept. normal course of District operations	9,376		
		3,240		
	Overall effect on Function 52	12,616	0	12,616
53	Campus/Dept. normal course of District operations		50	
	Overall effect on Function 53	0	50	(50)
61	Campus/Dept. normal course of District operations	10,750		
	Overall effect on Function 61	10,750	0	10,750
81	Campus/Dept. normal course of District operations			
	Overall effect on Function 81	0	0	0
	Total	3,656,664	3,656,664	0

FORT WORTH INDEPENDENT SCHOOL DISTRICT

**SUMMARY OF 2018-2019 BUDGET AMENDMENTS
CONSOLIDATED GENERAL FUND**



	ORIGINAL	ADD/ SUBTRACT	7/31/18	ADD/ SUBTRACT	8/31/18	ADD/ SUBTRACT	REVISED 9/30/18	ADD/ SUBTRACT	REVISED 10/31/18	ADD/ SUBTRACT	REVISED 11/30/18	ADD/ SUBTRACT	REVISED 12/31/18	ADD/ SUBTRACT	REVISED 1/31/19
Resources (Inflows):															
5700 Local and Intermediate Sources	\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221
5800 State Program Revenues	\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308
5900 Federal Program Revenues	\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000
7900 Other Financing Sources															
Amounts Available for Appropriations	755,225,529		755,225,529		755,225,529		755,225,529		755,225,529		755,225,529		755,225,529		755,225,529
Charges to Appropriations (Outflows)															
11 Instruction	468,095,619		468,095,619		468,095,619		468,875,482	72,773	468,948,255	(24,633)	468,923,622	78,534	469,002,156	(106,996)	468,895,160
12 Instructional Resources and Media Services	11,752,096		11,752,096		11,752,096		11,749,446	(18,293)	11,731,153	1,940	11,733,093	3,635	11,736,728	(7,591)	11,729,137
13 Curriculum Development and Instructional Personnel Development	10,724,997		10,724,997		10,724,997		10,473,059	6,126	10,479,185	23,640	10,502,825	(9,410)	10,493,415	13,614	10,507,029
21 Instructional Administration	14,694,461		14,694,461		14,694,461	7,000	14,701,461	(12,249)	14,689,212	(19,873)	14,669,339	7,160	14,676,499	(74,806)	14,601,693
23 School Administration	49,879,413		49,879,413		49,879,413	(814)	49,878,599	10,903	49,889,502	1,828	49,891,330	(71,234)	49,820,096	31,583	49,851,679
31 Guidance and Counseling Services	45,603,243		45,603,243		45,603,243	(550,945)	45,052,298	42,105	45,094,403	(13,993)	45,080,410	(1,800)	45,078,610	4,846	45,083,456
32 Attendance and Social Work Services	5,282,264		5,282,264		5,282,264	12,538	5,294,802	(61,454)	5,233,348	(800)	5,232,548		5,232,548	30,000	5,262,548
33 Health Services	10,596,551		10,596,551		10,596,551	39	10,596,590	(39,900)	10,556,690	10,875	10,567,565	(25)	10,567,540	12,627	10,580,167
34 Student (pupil) Transportation	24,470,800		24,470,800		24,470,800	(2,400,000)	22,070,800	(33,315)	22,037,485		22,037,485	(37,405)	22,000,080	(3,450,000)	18,550,080
35 Food Services	319,436		319,436		319,436	3,000	322,436	(1,100)	321,336		321,336	(3,826)	317,510	10,844	328,354
36 Cocurricular/Extracurricular Activities	15,481,375		15,481,375		15,481,375		15,481,375	(25,899)	15,455,476	(2,884)	15,452,592		15,452,592	1,612	15,454,204
41 General Administration	20,400,591		20,400,591		20,400,591	24,759	20,425,350		20,425,350	1,700	20,427,050		20,427,050	60,481	20,487,531
51 Plant Maintenance and Operations	73,195,304		73,195,304		73,195,304	2,421,063	75,616,367	57,399	75,673,766	688	75,674,454	1,140,753	76,815,207	3,450,470	80,265,677
52 Security and Monitoring Services	12,099,214		12,099,214		12,099,214	2,476	12,101,690	(896)	12,100,794	1,480	12,102,274	(2,000)	12,100,274	12,616	12,112,890
53 Data Processing Services	14,599,731		14,599,731		14,599,731	(45,141)	14,554,590	3,800	14,558,390	(18)	14,558,372	1,132,891	15,691,263	(50)	15,691,213
61 Community Services	5,310,465		5,310,465		5,310,465	750	5,311,215		5,311,215	20,050	5,331,265	(750)	5,330,515	10,750	5,341,265
71 Debt Service															
81 Facilities Acquisition & Construction	7,234,082		7,234,082		7,234,082		7,234,082		7,234,082		7,234,082	(2,236,523)	4,997,559		4,997,559
95 Juvenile Justice Alternative Education	142,500		142,500		142,500		142,500		142,500		142,500		142,500		142,500
97 Tax Increment Financing															
99 Other Intergovernmental Charges	3,100,000		3,100,000		3,100,000		3,100,000		3,100,000		3,100,000		3,100,000		3,100,000
Total Charges to Appropriations	792,982,142		792,982,142		792,982,142		792,982,142		792,982,142		792,982,142		792,982,142		792,982,142
Net Change in Fund Balance	(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)
Fund Balance-Beginning (Audited)	213,282,187		213,282,187		213,282,187		213,282,187		213,282,187		213,282,187		213,282,187		213,282,187
Fund Balances-Ending (Unaudited)	\$175,525,574		\$175,525,574		\$175,525,574		\$175,525,574		\$175,525,574		\$175,525,574		\$175,525,574		\$175,525,574

**CONSENT AGENDA ITEM
BOARD MEETING
FEBRUARY 12, 2019**

TOPIC: APPROVE BUDGET INCREASE FOR GREEN B. TRIMBLE TECHNICAL HIGH SCHOOL BID PACKAGE 061 (RFP 18-014) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On October 10, 2017, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with MDI General Contractors for the 2013 Capital Improvement Program Bid Package 061 (RFCSP 18-014). Negotiations with MDI General Contractors were completed and a contract was issued and executed between the District and MDI, Inc. General Contractors.

Additional costs have been identified at TEA #011 Green B. Trimble Technical High School in an amount not-to-exceed \$4,774.00. These costs include modifications to the grounds around the newly renovated dugout at the softball field. An accessible route for lawn equipment to the storage areas and will also serve as a pedestrian walkway. These costs can be funded from within the project budget and therefore do not require the use of program contingency.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	10/10/17	\$3,798,500	-	\$3,798,500
Budget Increase	08/07/18	\$3,798,500	\$85,000	\$3,883,500
Budget Increase	11/13/18	\$3,883,500	\$25,000	\$3,908,500
Budget Increase	02/12/19	\$3,908,500	\$4,774	\$3,913,274
Total:			\$114,774	

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase for Green B. Trimble Technical High School Bid Package 061 (RFP 18-014) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Green B. Trimble Technical High School Bid Package 061 (RFP 18-014) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Increase for Trimble Green B. Technical High School Bid Package 061 (RFP 18-014) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

681-81-6629-B39-011-99-000-000000 \$4,774.00

COST:

Not-to-Exceed \$4,774.00

VENDOR:

MDI General Contractors

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 011 Green B. Trimble Technical High School

RATIONALE:

A budget increase is needed to a fund change orders in a not-to-exceed amount of \$4,774.00 which cannot be covered with the available funds within the MDI General Contractor's Agreement.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
FEBRUARY 12, 2019**

TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 066B ARLINGTON HEIGHTS HIGH SCHOOL (RFCSP 17-066) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On April 11, 2017 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Dennett Construction for the 2013 Capital Improvement Program Bid Package 066B (RFCSP 17-066). Negotiations with Dennett Construction were completed and a contract was issued and executed between the District and Dennett Construction.

Additional costs have been identified at TEA 002 Arlington Heights High School involving modifications to the following building components: Mechanical and electrical changes, locker room benches, wind screen, floor prep to existing concrete, and design changes. CIP is requesting a budget increase for the GC contract in an amount not-to-exceed \$45,000.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	04/11/17	\$6,542,297	-	\$6,542,297
Budget Decrease	11/14/17	\$6,542,297	(\$75,000)	\$6,467,297
Budget Amendment	05/08/18	\$6,467,297	\$125,000	\$6,592,297
Budget Amendment	06/12/18	\$6,592,297	\$230,000	\$6,822,297
Budget Amendment	12/11/18	\$6,822,297	\$245,000	\$7,067,297
Budget Increase	02/12/19	\$7,067,297	\$45,000	\$7,112,297
Total:			\$570,000	

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Approve Budget Increase For Bid Package 066B Arlington Heights High School (RFCSP 17-066) In The 2013 Capital Improvement Program
2. Decline to Approve Approve Budget Increase For Bid Package 066B Arlington Heights High School (RFCSP 17-066) In The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Approve Budget Increase For Bid Package 066B Arlington Heights High School (RFCSP 17-066) In The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013	681-81-6629-B39-002-99-000-000000	\$45,000.00
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COST:

Not-to-Exceed \$45,000.00

VENDOR:

Dennett Construction

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 002 Arlington Heights High School

RATIONALE:

A budget increase is needed to fund change orders in a not-to-exceed amount of \$45,000 which cannot be covered with the available funds within the General Contractor's Agreement.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
FEBRUARY 12, 2019**

TOPIC: APPROVE BUDGET AMENDMENT AND BUDGET INCREASE FOR BID PACKAGE 017 TANGLEWOOD ELEMENTARY SCHOOL (RFP 15-036) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On December 13, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager At-Risk (CMAR) for the 2013 Capital Improvement Program CMAR Package #003 (RFP 15-036) Bid Package 017 Phase III. Negotiations with Bartlett Cocke General Contractors, LLC were completed and a contract was issued and executed between the District and Bartlett Cocke General Contractors, LLC.

Additional cost have been identified at TEA 171 Tanglewood Elementary School including modifications to the following building components: rerouting of the sanitary sewer, removal and replacement of the existing sidewalk on the east side of the campus. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$25,000 and the transfer of \$25,000 from Program Contingency to fund a change order for the items noted above.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	12/13/16	\$2,469,356	-	\$2,469,356
Budget Increase	08/15/17	\$2,469,356	\$30,000	\$2,499,356
Budget Increase	09/26/17	\$2,499,356	\$115,770	\$2,615,126
Budget Increase	01/23/18	\$2,615,126	\$75,000	\$2,690,126
Budget Increase	02/27/18	\$2,690,126	\$80,000	\$2,770,126
Budget Increase	05/08/18	\$2,770,126	\$200,000	\$2,970,126
Budget Increase	06/26/18	\$2,970,126	\$365,000	\$3,335,126
Budget Increase	08/07/18	\$3,335,126	\$75,000	\$3,410,126
Budget Increase	08/21/18	\$3,410,126	\$40,000	\$3,450,126
Budget Increase	10/23/18	\$3,450,126	\$70,000	\$3,520,126
Budget Amendment and Increase	02/12/19	\$3,520,126	\$25,000	\$3,545,126
Total:			\$1,075,770	

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment And Budget Increase For Bid Package 017 Tanglewood Elementary School (RFP 15-036) In The 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment And Budget Increase For Bid Package 017 Tanglewood Elementary School (RFP 15-036) In The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment And Budget Increase For Bid Package 017 Tanglewood Elementary School (RFP 15-036) In The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013	681-81-6629-B47-999-99-000-000000	\$25,000.00
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COST:

Not-to-Exceed \$25,000

VENDOR:

RJM Contractors, 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 171 Tanglewood Elementary

RATIONALE:

A budget amendment and budget increase is needed to a fund change orders in a not-to-exceed amount of \$25,000 which cannot be covered with the available funds within the General Contractor's Agreement.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery
Randy Cofer

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/11/18	BP17	Revised 2/12/19
001	Amon Carter - Riverside High School	\$ 11,381,062		\$ 11,381,062
002	Arlington Heights High School	\$ 9,287,306		\$ 9,287,306
003	South Hills High School	\$ 7,942,718		\$ 7,942,718
004	Diamond Hill-Jarvis High School	\$ 7,267,723		\$ 7,267,723
005	Dunbar High School	\$ 3,941,155		\$ 3,941,155
006	Eastern Hills High School	\$ 1,750,813		\$ 1,750,813
008	North Side High School	\$ 1,476,946		\$ 1,476,946
009	Polytechnic High School	\$ 6,902,915		\$ 6,902,915
010	Paschal High School	\$ 12,697,654		\$ 12,697,654
011	Trimble Technical High School	\$ 2,485,111		\$ 2,485,111
014	Southwest High School	\$ 2,082,991		\$ 2,082,991
015	Western Hills High School	\$ 6,151,656		\$ 6,151,656
016	O.D. Wyatt High School	\$ 2,542,657		\$ 2,542,657
018	Middle Level Learning Center	\$ 75,751		\$ 75,751
019	Metro Opportunity High School	\$ 101,948		\$ 101,948
026	Jo Kelly School	\$ 95,946		\$ 95,946
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 3,151,821		\$ 3,151,821
044	Elder Middle School	\$ 3,594,287		\$ 3,594,287
045	Forest Oak Middle School	\$ 583,633		\$ 583,633
047	Handley Middle School	\$ 167,409		\$ 167,409
048	William James Middle School	\$ 977,827		\$ 977,827
049	Kirkpatrick Middle School	\$ 2,751,266		\$ 2,751,266
050	McLean Middle School	\$ 4,935,663		\$ 4,935,663
051	Meacham Middle School	\$ 291,596		\$ 291,596
052	Meadowbrook Middle School	\$ 805,246		\$ 805,246
053	Monnig Middle School	\$ 223,334		\$ 223,334
054	Morningside Middle School	\$ 2,234,747		\$ 2,234,747
056	Riverside Middle School	\$ 193,511		\$ 193,511
057	Rosemont Middle School	\$ 471,521		\$ 471,521
058	W.C. Stripling Middle School	\$ 360,880		\$ 360,880
059	J. Martin Jacquet MS	\$ 391,817		\$ 391,817
060	Wedgwood Middle School	\$ 239,878		\$ 239,878
061	Leonard Middle School	\$ 324,701		\$ 324,701
062	International Newcomer Acad / Applied Learning Academy	\$ 303,092		\$ 303,092
063	Como Montessori School	\$ 2,495,445		\$ 2,495,445
064	Glencrest 6th Grade	\$ 2,621,877		\$ 2,621,877
067	Rosemont 6th Grade	\$ 2,195,607		\$ 2,195,607
069	McLean 6th Grade	\$ 4,562,826		\$ 4,562,826
070	Jean McClung Middle School	\$ 125,849		\$ 125,849
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 8,804,009		\$ 8,804,009
081	Young Women's Leadership Academy	\$ 3,282,820		\$ 3,282,820
082	Texas Academy of Biomedical Sciences	\$ 194,101		\$ 194,101
083	Young Men's Leadership Academy	\$ 5,564,231		\$ 5,564,231

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/11/18	BP17	Revised 2/12/19
084	World Language Academy	\$ 3,895		\$ 3,895
087	VPA/STEM	\$ 54,193,571		\$ 54,193,571
101	Alice Carlson Applied Learning Center	\$ 122,520		\$ 122,520
103	Benbrook Elementary School	\$ 2,628,356		\$ 2,628,356
104	Boulevard Heights Elementary School	\$ 462,801		\$ 462,801
105	West Handley Elementary School	\$ 6,204,038		\$ 6,204,038
107	Burton Hill Elementary School	\$ 120,755		\$ 120,755
110	Carroll Peak Elementary School	\$ 71,310		\$ 71,310
111	Carter Park Elementary School	\$ 2,197,638		\$ 2,197,638
114	Manuel Jara Elementary School	\$ 111,064		\$ 111,064
115	George C. Clarke Elementary School	\$ 1,714,841		\$ 1,714,841
116	Lily B. Clayton Elementary School	\$ 152,911		\$ 152,911
117	Como Elementary School	\$ 178,666		\$ 178,666
118	Hazel Harvey Peace Elementary School	\$ 80,060		\$ 80,060
119	E.M. Daggett Elementary School	\$ 3,070,209		\$ 3,070,209
120	Rufino Mendoza Elementary School	\$ 2,382,193		\$ 2,382,193
121	DeZavala Elementary School	\$ 3,833,265		\$ 3,833,265
122	Diamond Hill Elementary School	\$ 1,761,223		\$ 1,761,223
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 256,898		\$ 256,898
125	Eastern Hills Elementary School	\$ 191,230		\$ 191,230
126	East Handley Elementary School	\$ 2,375,315		\$ 2,375,315
127	Christene C. Moss Elementary School	\$ 1,876,709		\$ 1,876,709
129	John T. White Elementary School	\$ 84,752		\$ 84,752
130	Harlean Beal Elementary School	\$ 203,876		\$ 203,876
131	Rosemont Elementary School	\$ 87,811		\$ 87,811
132	Glen Park Elementary School	\$ 1,660,478		\$ 1,660,478
133	W. M. Green Elementary School	\$ 4,668,103		\$ 4,668,103
134	Greenbriar Elementary School	\$ 1,868,256		\$ 1,868,256
135	Van Zandt-Guinn Elementary School	\$ 104,439		\$ 104,439
137	Hubbard Heights Elementary School	\$ 123,636		\$ 123,636
138	H.V. Helbing Elementary	\$ 392,315		\$ 392,315
139	Milton L. Kirkpatrick Elementary School	\$ 1,911,589		\$ 1,911,589
141	Meadowbrook Elementary	\$ 109,351		\$ 109,351
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,573,360		\$ 2,573,360
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,399,982		\$ 2,399,982
149	North Hi Mount Elementary School	\$ 113,634		\$ 113,634
150	Oakhurst Elementary School	\$ 167,118		\$ 167,118
151	Natha Howell Elementary School	\$ 133,801		\$ 133,801
152	Oaklawn Elementary School	\$ 221,420		\$ 221,420
153	A.M. Pate Elementary School	\$ 151,508		\$ 151,508

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/11/18	BP17	Revised 2/12/19
154	M.L. Phillips Elementary School	\$ 159,223		\$ 159,223
156	Ridglea Hills Elementary School	\$ 2,233,018		\$ 2,233,018
157	Luella Merrett Elementary School	\$ 3,140,550		\$ 3,140,550
159	Versia L. Williams Elementary School	\$ 2,846,931		\$ 2,846,931
160	Maudrie M. Walton Elementary School	\$ 140,621		\$ 140,621
161	Sam Rosen Elementary School	\$ 1,903,596		\$ 1,903,596
162	Sagamore Hill Elementary School	\$ 206,625		\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493		\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,405,234		\$ 1,405,234
166	South Hi Mount Elementary School	\$ 217,889		\$ 217,889
167	South Hills Elementary School	\$ 133,323		\$ 133,323
168	Springdale Elementary School	\$ 3,426,828		\$ 3,426,828
169	Sunrise-McMillan Elementary School	\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 7,228,771	\$ 25,000.00	\$ 7,253,771
172	W.J. Turner Elementary School	\$ 206,046		\$ 206,046
175	Washington Heights Elementary School (New)	\$ 13,608,364		\$ 13,608,364
176	Waverly Park Elementary School	\$ 296,679		\$ 296,679
177	Westcliff Elementary School	\$ 128,595		\$ 128,595
178	Westcreek Elementary School	\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,579,743		\$ 4,579,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,494,411		\$ 4,494,411
187	J.T. Stevens Elementary School	\$ 181,599		\$ 181,599
188	Atwood McDonald Elementary School	\$ 2,292,271		\$ 2,292,271
190	Riverside Applied Learning Center	\$ 115,415		\$ 115,415
194	Daggett Montessori	\$ 301,897		\$ 301,897
206	Bill Elliott Elementary School	\$ 112,414		\$ 112,414
208	T.A. Sims Elementary School	\$ 81,784		\$ 81,784
209	Edward J. Briscoe Elementary	\$ 1,543,184		\$ 1,543,184
216	Woodway Elementary School	\$ 137,810		\$ 137,810
217	I.M. Terrell Elementary School	\$ 6,001,478		\$ 6,001,478
219	Lowery Road Elementary School	\$ 1,583,669		\$ 1,583,669
220	Alice Contreras Elementary School	\$ 376,647		\$ 376,647
221	Western Hills Primary	\$ 306,763		\$ 306,763
222	L. Clifford Davis Elementary School	\$ 131,996		\$ 131,996
223	Cesar Chavez Primary	\$ 267,096		\$ 267,096
224	M. G. Ellis Primary	\$ 124,486		\$ 124,486
225	Bonnie Brae Elementary School	\$ 181,382		\$ 181,382
226	Seminary Hills Park Elementary School	\$ 176,145		\$ 176,145
227	Dolores Huerta Elementary School	\$ 18,991,232		\$ 18,991,232
241	Westpark Elementary School (New)	\$ 12,277,573		\$ 12,277,573
259	Van Zandt-Guinn Elementary School	\$ 16,043		\$ 16,043
350	Adult Education Center	\$ 164,282		\$ 164,282
834	Wilkerson-Greines Athletic Fields	\$ 155,855		\$ 155,855

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/11/18	BP17	Revised 2/12/19
835	Farrington Athletic Field	\$ 1,673,826		\$ 1,673,826
836	Scarborough-Handley Athletic Field	\$ 2,180,560		\$ 2,180,560
BP 028	Final amounts per school to be finalized upon contract execution	\$ 362,217,788		\$ 362,217,788
000	Reimbursement to General Fund for Purchase of YWLA	\$ 30,000,000		\$ 30,000,000
B44	Other Program Costs	\$ 492,208,623		\$ 492,208,623
999	Indirect Cost Redistribution - Prop 1	\$ 21,708,509		\$ 21,708,509
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ -		\$ -
B45	Construction Escalation Allowance - Prop 2	\$ 102,992		\$ 102,992
B47	Owner's Program Contingency - Prop 1	\$ 3,328,837	\$ (25,000.00)	\$ 3,303,837
B47	Owner's Program Contingency - Prop 2	\$ -		\$ -
OCP	Contingency from Scope Adjustments	\$ -		\$ -
OFC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ -		\$ -
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 154,724		\$ 154,724
TEC	Contingency Transfer from Technology	\$ 397,292		\$ 397,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 362,217,788		
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 492,208,623		

**CONSENT AGENDA ITEM
BOARD MEETING
FEBRUARY 12, 2019**

TOPIC: APPROVE BUDGET AMENDMENT AND BUDGET INCREASE FOR BID PACKAGE 023 GLENCREST 6TH GRADE CENTER (RFP 14-051) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 14, 2014, the Board of Education (BOE) approved the qualification of firms and authorization to negotiate and award contracts for architectural and engineering services for the 2013 Capital Improvement Program (CIP).

As part of managing the 2013 CIP, AECOM, the previous Program Manager, recommended that the CIP procure kitchen equipment in “BULK”. This recommendation was due to the number of kitchen / cafeteria construction projects throughout the program, CIP agreed this was the best value for the District. When VLK was assigned this Kitchen / Cafeteria project the cost of the food service equipment was unknown; due to ongoing negotiation for the kitchen equipment. Therefore, the cost of the food service equipment was not included in the Construction Cost Limitation (CCL) for the Glencrest 6th Grade Center project and thus not included in VLK’s fee.

CIP is requesting a budget amendment to transfer funds from Program Contingency to Bid Package 023 Glencrest 6th Grade Center Kitchen / Cafeteria Project. CIP is requesting a budget increase to VLK’s fee in an amount not-to-exceed \$19,801.00 and the transfer of \$19,801.00 from Program Contingency to fund change order(s) for the items noted above.

The information shown below outlines the history of this contract, to date.

Description	Current NTE Budget	Changes	Revised NTE Budget
Original Contract	\$676,289	-	\$676,289
Budget Increase	\$676,289	\$12,705	\$688,994
Budget Increase	\$688,994	\$2,310	\$691,304
Budget Increase	\$691,304	\$7,800	\$699,104
Budget Increase	\$699,104	\$3,500	\$702,604
Budget Amendment & Increase	\$702,604	\$19,801	\$722,405
Total:		\$46,115	

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment and Budget Increase for Bid Package 023 Glencrest 6th Grade Center (RFP 14-051) In The 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Budget Increase for Bid Package 023 Glencrest 6th Grade Center (RFP 14-051) In The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment and Budget Increase for Bid Package 023 Glencrest 6th Grade Center (RFP 14-051) In The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013	681-81-6629-B47-999-99-000-000000	\$19,081.00
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COST:

Not-to-Exceed \$19,081.00

VENDOR:

VLK

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 064 Glencrest 6th Grade Center

RATIONALE:

The purpose of this request is to fund the food service consultant's fee. Their fee is based on the cost of the food service equipment. The consultant's fee represents coordination with the Architect & FWISD CNS to execute kitchen planning / layout, preparation of construction drawings and construction administration during the installation of the equipment. A budget amendment and budget increase is needed to a fund change orders in a not-to-exceed amount of \$19,081.00 which cannot be covered with the available funds within the project budget.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery
Gary Griffith

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 2/12/19	BP023	Revised 2/12/19
001	Amon Carter - Riverside High School	\$ 11,381,062		\$ 11,381,062
002	Arlington Heights High School	\$ 9,287,306		\$ 9,287,306
003	South Hills High School	\$ 7,942,718		\$ 7,942,718
004	Diamond Hill-Jarvis High School	\$ 7,267,723		\$ 7,267,723
005	Dunbar High School	\$ 3,941,155		\$ 3,941,155
006	Eastern Hills High School	\$ 1,750,813		\$ 1,750,813
008	North Side High School	\$ 1,476,946		\$ 1,476,946
009	Polytechnic High School	\$ 6,902,915		\$ 6,902,915
010	Paschal High School	\$ 12,697,654		\$ 12,697,654
011	Trimble Technical High School	\$ 2,485,111		\$ 2,485,111
014	Southwest High School	\$ 2,082,991		\$ 2,082,991
015	Western Hills High School	\$ 6,151,656		\$ 6,151,656
016	O.D. Wyatt High School	\$ 2,542,657		\$ 2,542,657
018	Middle Level Learning Center	\$ 75,751		\$ 75,751
019	Metro Opportunity High School	\$ 101,948		\$ 101,948
026	Jo Kelly School	\$ 95,946		\$ 95,946
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 3,151,821		\$ 3,151,821
044	Elder Middle School	\$ 3,594,287		\$ 3,594,287
045	Forest Oak Middle School	\$ 583,633		\$ 583,633
047	Handley Middle School	\$ 167,409		\$ 167,409
048	William James Middle School	\$ 977,827		\$ 977,827
049	Kirkpatrick Middle School	\$ 2,751,266		\$ 2,751,266
050	McLean Middle School	\$ 4,935,663		\$ 4,935,663
051	Meacham Middle School	\$ 291,596		\$ 291,596
052	Meadowbrook Middle School	\$ 805,246		\$ 805,246
053	Monnig Middle School	\$ 223,334		\$ 223,334
054	Morningside Middle School	\$ 2,234,747		\$ 2,234,747
056	Riverside Middle School	\$ 193,511		\$ 193,511
057	Rosemont Middle School	\$ 471,521		\$ 471,521
058	W.C. Stripling Middle School	\$ 360,880		\$ 360,880
059	J. Martin Jacquet MS	\$ 391,817		\$ 391,817
060	Wedgwood Middle School	\$ 239,878		\$ 239,878
061	Leonard Middle School	\$ 324,701		\$ 324,701
062	International Newcomer Acad / Applied Learning Academy	\$ 303,092		\$ 303,092
063	Como Montessori School	\$ 2,495,445		\$ 2,495,445
064	Glencrest 6th Grade	\$ 2,621,877	\$ 19,801.00	\$ 2,641,678
067	Rosemont 6th Grade	\$ 2,195,607		\$ 2,195,607
069	McLean 6th Grade	\$ 4,562,826		\$ 4,562,826
070	Jean McClung Middle School	\$ 125,849		\$ 125,849
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 8,804,009		\$ 8,804,009
081	Young Women's Leadership Academy	\$ 3,282,820		\$ 3,282,820
082	Texas Academy of Biomedical Sciences	\$ 194,101		\$ 194,101
083	Young Men's Leadership Academy	\$ 5,564,231		\$ 5,564,231

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 2/12/19	BP023	Revised 2/12/19
084	World Language Academy	\$ 3,895		\$ 3,895
087	VPA/STEM	\$ 54,193,571		\$ 54,193,571
101	Alice Carlson Applied Learning Center	\$ 122,520		\$ 122,520
103	Benbrook Elementary School	\$ 2,628,356		\$ 2,628,356
104	Boulevard Heights Elementary School	\$ 462,801		\$ 462,801
105	West Handley Elementary School	\$ 6,204,038		\$ 6,204,038
107	Burton Hill Elementary School	\$ 120,755		\$ 120,755
110	Carroll Peak Elementary School	\$ 71,310		\$ 71,310
111	Carter Park Elementary School	\$ 2,197,638		\$ 2,197,638
114	Manuel Jara Elementary School	\$ 111,064		\$ 111,064
115	George C. Clarke Elementary School	\$ 1,714,841		\$ 1,714,841
116	Lily B. Clayton Elementary School	\$ 152,911		\$ 152,911
117	Como Elementary School	\$ 178,666		\$ 178,666
118	Hazel Harvey Peace Elementary School	\$ 80,060		\$ 80,060
119	E.M. Daggett Elementary School	\$ 3,070,209		\$ 3,070,209
120	Rufino Mendoza Elementary School	\$ 2,382,193		\$ 2,382,193
121	DeZavala Elementary School	\$ 3,833,265		\$ 3,833,265
122	Diamond Hill Elementary School	\$ 1,761,223		\$ 1,761,223
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 256,898		\$ 256,898
125	Eastern Hills Elementary School	\$ 191,230		\$ 191,230
126	East Handley Elementary School	\$ 2,375,315		\$ 2,375,315
127	Christene C. Moss Elementary School	\$ 1,876,709		\$ 1,876,709
129	John T. White Elementary School	\$ 84,752		\$ 84,752
130	Harlean Beal Elementary School	\$ 203,876		\$ 203,876
131	Rosemont Elementary School	\$ 87,811		\$ 87,811
132	Glen Park Elementary School	\$ 1,660,478		\$ 1,660,478
133	W. M. Green Elementary School	\$ 4,668,103		\$ 4,668,103
134	Greenbriar Elementary School	\$ 1,868,256		\$ 1,868,256
135	Van Zandt-Guinn Elementary School	\$ 104,439		\$ 104,439
137	Hubbard Heights Elementary School	\$ 123,636		\$ 123,636
138	H.V. Helbing Elementary	\$ 392,315		\$ 392,315
139	Milton L. Kirkpatrick Elementary School	\$ 1,911,589		\$ 1,911,589
141	Meadowbrook Elementary	\$ 109,351		\$ 109,351
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,573,360		\$ 2,573,360
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,399,982		\$ 2,399,982
149	North Hi Mount Elementary School	\$ 113,634		\$ 113,634
150	Oakhurst Elementary School	\$ 167,118		\$ 167,118
151	Natha Howell Elementary School	\$ 133,801		\$ 133,801
152	Oaklawn Elementary School	\$ 221,420		\$ 221,420
153	A.M. Pate Elementary School	\$ 151,508		\$ 151,508

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 2/12/19	BP023	Revised 2/12/19
154	M.L. Phillips Elementary School	\$ 159,223		\$ 159,223
156	Ridglea Hills Elementary School	\$ 2,233,018		\$ 2,233,018
157	Luella Merrett Elementary School	\$ 3,140,550		\$ 3,140,550
159	Versia L. Williams Elementary School	\$ 2,846,931		\$ 2,846,931
160	Maudrie M. Walton Elementary School	\$ 140,621		\$ 140,621
161	Sam Rosen Elementary School	\$ 1,903,596		\$ 1,903,596
162	Sagamore Hill Elementary School	\$ 206,625		\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493		\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,405,234		\$ 1,405,234
166	South Hi Mount Elementary School	\$ 217,889		\$ 217,889
167	South Hills Elementary School	\$ 133,323		\$ 133,323
168	Springdale Elementary School	\$ 3,426,828		\$ 3,426,828
169	Sunrise-McMillan Elementary School	\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 7,253,771		\$ 7,253,771
172	W.J. Turner Elementary School	\$ 206,046		\$ 206,046
175	Washington Heights Elementary School (New)	\$ 13,608,364		\$ 13,608,364
176	Waverly Park Elementary School	\$ 296,679		\$ 296,679
177	Westcliff Elementary School	\$ 128,595		\$ 128,595
178	Westcreek Elementary School	\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,579,743		\$ 4,579,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,494,411		\$ 4,494,411
187	J.T. Stevens Elementary School	\$ 181,599		\$ 181,599
188	Atwood McDonald Elementary School	\$ 2,292,271		\$ 2,292,271
190	Riverside Applied Learning Center	\$ 115,415		\$ 115,415
194	Daggett Montessori	\$ 301,897		\$ 301,897
206	Bill Elliott Elementary School	\$ 112,414		\$ 112,414
208	T.A. Sims Elementary School	\$ 81,784		\$ 81,784
209	Edward J. Briscoe Elementary	\$ 1,543,184		\$ 1,543,184
216	Woodway Elementary School	\$ 137,810		\$ 137,810
217	I.M. Terrell Elementary School	\$ 6,001,478		\$ 6,001,478
219	Lowery Road Elementary School	\$ 1,583,669		\$ 1,583,669
220	Alice Contreras Elementary School	\$ 376,647		\$ 376,647
221	Western Hills Primary	\$ 306,763		\$ 306,763
222	L. Clifford Davis Elementary School	\$ 131,996		\$ 131,996
223	Cesar Chavez Primary	\$ 267,096		\$ 267,096
224	M. G. Ellis Primary	\$ 124,486		\$ 124,486
225	Bonnie Brae Elementary School	\$ 181,382		\$ 181,382
226	Seminary Hills Park Elementary School	\$ 176,145		\$ 176,145
227	Dolores Huerta Elementary School	\$ 18,991,232		\$ 18,991,232
241	Westpark Elementary School (New)	\$ 12,277,573		\$ 12,277,573
259	Van Zandt-Guinn Elementary School	\$ 16,043		\$ 16,043
350	Adult Education Center	\$ 164,282		\$ 164,282
834	Wilkerson-Greines Athletic Fields	\$ 155,855		\$ 155,855

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 2/12/19	BP023	Revised 2/12/19
835	Farrington Athletic Field	\$ 1,673,826		\$ 1,673,826
836	Scarborough-Handley Athletic Field	\$ 2,180,560		\$ 2,180,560
BP 028	Final amounts per school to be finalized upon contract execution	\$ 362,217,788		\$ 362,217,788
000	Reimbursement to General Fund for Purchase of YWLA	\$ 30,000,000		\$ 30,000,000
B44	Other Program Costs	\$ 492,208,623		\$ 492,208,623
999	Indirect Cost Redistribution - Prop 1	\$ 21,708,509		\$ 21,708,509
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ -		\$ -
B45	Construction Escalation Allowance - Prop 2	\$ 102,992		\$ 102,992
B47	Owner's Program Contingency - Prop 1	\$ 3,303,837	\$ (19,801.00)	\$ 3,284,036
B47	Owner's Program Contingency - Prop 2	\$ -		\$ -
OCP	Contingency from Scope Adjustments	\$ -		\$ -
OFC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ -		\$ -
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 154,724		\$ 154,724
TEC	Contingency Transfer from Technology	\$ 397,292		\$ 397,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
2013 CIP Grand Total				

**CONSENT AGENDA ITEM
BOARD MEETING
FEBRUARY 12, 2019**

TOPIC: APPROVE BUDGET AMENDMENT AND BUDGET INCREASE FOR BID PACKAGE 027 J.P. ELDER MIDDLE SCHOOL (RFP 14-051) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 14, 2014, the Board of Education (BOE) approved the qualification of firms and authorization to negotiate and award contracts for architectural and engineering services for the 2013 Capital Improvement Program (CIP).

As part of managing the 2013 CIP, AECOM, the previous Program Manager, recommended that the CIP procure kitchen equipment in “BULK”. This recommendation was due to the number of kitchen / cafeteria construction projects throughout the program, CIP agreed this was the best value for the District. When VLK was assigned this Kitchen / Cafeteria project the cost of the food service equipment was unknown; due to ongoing negotiation for the kitchen equipment. Therefore, the cost of the food service equipment was not included in the Construction Cost Limitation (CCL) for the J.P. Elder Middle School project and thus not included in VLK’s fee.

CIP is requesting a budget amendment to transfer funds from Program Contingency to Bid Package 027 J.P. Elder Middle School Kitchen / Cafeteria Project. CIP is requesting a budget increase to VLK’s fee in an amount not-to-exceed \$33,429.00 and the transfer of \$33,429.00 from Program Contingency to fund change order(s) for the items noted above.

The information shown below outlines the history of this contract, to date.

Description	Current NTE Budget	Changes	Revised NTE Budget
Original Contract	\$694,996	-	\$694,996
Budget Increase	\$694,996	\$10,290	\$705,286
Budget Increase	\$705,286	\$2,940	\$708,226
Budget Increase	\$708,226	\$13,000	\$721,226
Budget Increase	\$721,226	\$1,050	\$722,276
Budget Increase	\$722,276	\$2,310	\$724,586
Budget Increase	\$724,586	\$12,600	\$737,186
Budget Increase	\$737,186	\$3,150	\$740,336
Budget Increase	\$740,336	\$11,025	\$751,361
Budget Amendment and Increase	\$751,361	\$33,429	\$784,790
Total :		\$89,794	

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment and Budget Increase for Bid Package 027 J.P. Elder Middle School (RFP 14-051) In The 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Budget Increase for Bid Package 027 J.P. Elder Middle School (RFP 14-051) In The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment and Budget Increase for Bid Package 027 J.P. Elder Middle School (RFP 14-051) In The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013	681-81-6629-B47-999-99-000-000000	\$33,429.00
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COST:

Not-to-Exceed \$33,429.00

VENDOR:

VLK

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 044 J.P. Elder Middle School

RATIONALE:

The purpose of this request is to fund the food service consultant's fee. Their fee is based on the cost of the food service equipment. The consultant's fee represents coordination with the Architect & FWISD CNS to execute kitchen planning / layout, preparation of construction drawings and construction administration during the installation of the equipment. A budget amendment and budget increase is needed to a fund change orders in a not-to-exceed amount of \$33,429.00 which cannot be covered with the available funds within the project budget.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery
Gary Griffith

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 2/12/19	BP027	Revised 2/12/19
001	Amon Carter - Riverside High School	\$ 11,381,062		\$ 11,381,062
002	Arlington Heights High School	\$ 9,287,306		\$ 9,287,306
003	South Hills High School	\$ 7,942,718		\$ 7,942,718
004	Diamond Hill-Jarvis High School	\$ 7,267,723		\$ 7,267,723
005	Dunbar High School	\$ 3,941,155		\$ 3,941,155
006	Eastern Hills High School	\$ 1,750,813		\$ 1,750,813
008	North Side High School	\$ 1,476,946		\$ 1,476,946
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011	Trimble Technical High School	\$ 2,485,111		\$ 2,485,111
014	Southwest High School	\$ 2,082,991		\$ 2,082,991
015	Western Hills High School	\$ 6,151,656		\$ 6,151,656
016	O.D. Wyatt High School	\$ 2,542,657		\$ 2,542,657
018	Middle Level Learning Center	\$ 75,751		\$ 75,751
019	Metro Opportunity High School	\$ 101,948		\$ 101,948
026	Jo Kelly School	\$ 95,946		\$ 95,946
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 3,151,821		\$ 3,151,821
044	Elder Middle School	\$ 3,594,287	\$ 33,429.00	\$ 3,627,716
045	Forest Oak Middle School	\$ 583,633		\$ 583,633
047	Handley Middle School	\$ 167,409		\$ 167,409
048	William James Middle School	\$ 977,827		\$ 977,827
049	Kirkpatrick Middle School	\$ 2,751,266		\$ 2,751,266
050	McLean Middle School	\$ 4,935,663		\$ 4,935,663
051	Meacham Middle School	\$ 291,596		\$ 291,596
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061	Leonard Middle School	\$ 324,701		\$ 324,701
062	International Newcomer Acad / Applied Learning Academy	\$ 303,092		\$ 303,092
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069	McLean 6th Grade	\$ 4,562,826		\$ 4,562,826
070	Jean McClung Middle School	\$ 125,849		\$ 125,849
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 8,804,009		\$ 8,804,009
081	Young Women's Leadership Academy	\$ 3,282,820		\$ 3,282,820
082	Texas Academy of Biomedical Sciences	\$ 194,101		\$ 194,101

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 2/12/19	BP027	Revised 2/12/19
083	Young Men's Leadership Academy	\$ 5,564,231		\$ 5,564,231
084	World Language Academy	\$ 3,895		\$ 3,895
087	VPA/STEM	\$ 54,193,571		\$ 54,193,571
101	Alice Carlson Applied Learning Center	\$ 122,520		\$ 122,520
103	Benbrook Elementary School	\$ 2,628,356		\$ 2,628,356
104	Boulevard Heights Elementary School	\$ 462,801		\$ 462,801
105	West Handley Elementary School	\$ 6,204,038		\$ 6,204,038
107	Burton Hill Elementary School	\$ 120,755		\$ 120,755
110	Carroll Peak Elementary School	\$ 71,310		\$ 71,310
111	Carter Park Elementary School	\$ 2,197,638		\$ 2,197,638
114	Manuel Jara Elementary School	\$ 111,064		\$ 111,064
115	George C. Clarke Elementary School	\$ 1,714,841		\$ 1,714,841
116	Lily B. Clayton Elementary School	\$ 152,911		\$ 152,911
117	Como Elementary School	\$ 178,666		\$ 178,666
118	Hazel Harvey Peace Elementary School	\$ 80,060		\$ 80,060
119	E.M. Daggett Elementary School	\$ 3,070,209		\$ 3,070,209
120	Rufino Mendoza Elementary School	\$ 2,382,193		\$ 2,382,193
121	DeZavala Elementary School	\$ 3,833,265		\$ 3,833,265
122	Diamond Hill Elementary School	\$ 1,761,223		\$ 1,761,223
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 256,898		\$ 256,898
125	Eastern Hills Elementary School	\$ 191,230		\$ 191,230
126	East Handley Elementary School	\$ 2,375,315		\$ 2,375,315
127	Christene C. Moss Elementary School	\$ 1,876,709		\$ 1,876,709
129	John T. White Elementary School	\$ 84,752		\$ 84,752
130	Harlean Beal Elementary School	\$ 203,876		\$ 203,876
131	Rosemont Elementary School	\$ 87,811		\$ 87,811
132	Glen Park Elementary School	\$ 1,660,478		\$ 1,660,478
133	W. M. Green Elementary School	\$ 4,668,103		\$ 4,668,103
134	Greenbriar Elementary School	\$ 1,868,256		\$ 1,868,256
135	Van Zandt-Guinn Elementary School	\$ 104,439		\$ 104,439
137	Hubbard Heights Elementary School	\$ 123,636		\$ 123,636
138	H.V. Helbing Elementary	\$ 392,315		\$ 392,315
139	Milton L. Kirkpatrick Elementary School	\$ 1,911,589		\$ 1,911,589
141	Meadowbrook Elementary	\$ 109,351		\$ 109,351
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,573,360		\$ 2,573,360
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,399,982		\$ 2,399,982
149	North Hi Mount Elementary School	\$ 113,634		\$ 113,634
150	Oakhurst Elementary School	\$ 167,118		\$ 167,118
151	Natha Howell Elementary School	\$ 133,801		\$ 133,801

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 2/12/19	BP027	Revised 2/12/19
152	Oaklawn Elementary School	\$ 221,420		\$ 221,420
153	A.M. Pate Elementary School	\$ 151,508		\$ 151,508
154	M.L. Phillips Elementary School	\$ 159,223		\$ 159,223
156	Ridglea Hills Elementary School	\$ 2,233,018		\$ 2,233,018
157	Luella Merrett Elementary School	\$ 3,140,550		\$ 3,140,550
159	Versia L. Williams Elementary School	\$ 2,846,931		\$ 2,846,931
160	Maudrie M. Walton Elementary School	\$ 140,621		\$ 140,621
161	Sam Rosen Elementary School	\$ 1,903,596		\$ 1,903,596
162	Sagamore Hill Elementary School	\$ 206,625		\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493		\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,405,234		\$ 1,405,234
166	South Hi Mount Elementary School	\$ 217,889		\$ 217,889
167	South Hills Elementary School	\$ 133,323		\$ 133,323
168	Springdale Elementary School	\$ 3,426,828		\$ 3,426,828
169	Sunrise-McMillan Elementary School	\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 7,253,771		\$ 7,253,771
172	W.J. Turner Elementary School	\$ 206,046		\$ 206,046
175	Washington Heights Elementary School (New)	\$ 13,608,364		\$ 13,608,364
176	Waverly Park Elementary School	\$ 296,679		\$ 296,679
177	Westcliff Elementary School	\$ 128,595		\$ 128,595
178	Westcreek Elementary School	\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,579,743		\$ 4,579,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,494,411		\$ 4,494,411
187	J.T. Stevens Elementary School	\$ 181,599		\$ 181,599
188	Atwood McDonald Elementary School	\$ 2,292,271		\$ 2,292,271
190	Riverside Applied Learning Center	\$ 115,415		\$ 115,415
194	Daggett Montessori	\$ 301,897		\$ 301,897
206	Bill Elliott Elementary School	\$ 112,414		\$ 112,414
208	T.A. Sims Elementary School	\$ 81,784		\$ 81,784
209	Edward J. Briscoe Elementary	\$ 1,543,184		\$ 1,543,184
216	Woodway Elementary School	\$ 137,810		\$ 137,810
217	I.M. Terrell Elementary School	\$ 6,001,478		\$ 6,001,478
219	Lowery Road Elementary School	\$ 1,583,669		\$ 1,583,669
220	Alice Contreras Elementary School	\$ 376,647		\$ 376,647
221	Western Hills Primary	\$ 306,763		\$ 306,763
222	L. Clifford Davis Elementary School	\$ 131,996		\$ 131,996
223	Cesar Chavez Primary	\$ 267,096		\$ 267,096
224	M. G. Ellis Primary	\$ 124,486		\$ 124,486
225	Bonnie Brae Elementary School	\$ 181,382		\$ 181,382
226	Seminary Hills Park Elementary School	\$ 176,145		\$ 176,145
227	Dolores Huerta Elementary School	\$ 18,991,232		\$ 18,991,232
241	Westpark Elementary School (New)	\$ 12,277,573		\$ 12,277,573

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 2/12/19	BP027	Revised 2/12/19
259	Van Zandt-Guinn Elementary School	\$ 16,043		\$ 16,043
350	Adult Education Center	\$ 164,282		\$ 164,282
834	Wilkerson-Greines Athletic Fields	\$ 155,855		\$ 155,855
835	Farrington Athletic Field	\$ 1,673,826		\$ 1,673,826
836	Scarborough-Handley Athletic Field	\$ 2,180,560		\$ 2,180,560
BP 028	Final amounts per school to be finalized upon contract execution	\$ 362,217,788		\$ 362,217,788
000	Reimbursement to General Fund for Purchase of YWLA	\$ 30,000,000		\$ 30,000,000
B44	Other Program Costs	\$ 492,208,623		\$ 492,208,623
999	Indirect Cost Redistribution - Prop 1	\$ 21,708,509		\$ 21,708,509
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ -		\$ -
B45	Construction Escalation Allowance - Prop 2	\$ 102,992		\$ 102,992
B47	Owner's Program Contingency - Prop 1	\$ 3,284,036	\$ (33,429.00)	\$ 3,250,607
B47	Owner's Program Contingency - Prop 2	\$ -		\$ -
OCP	Contingency from Scope Adjustments	\$ -		\$ -
OFC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ -		\$ -
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 154,724		\$ 154,724
TEC	Contingency Transfer from Technology	\$ 397,292		\$ 397,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
				\$ 362,217,788
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total			

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR ARLINGTON HEIGHTS HIGH SCHOOL ATHLETICS ADDITION / RENOVATION (CSP #19-031) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (CSP 19-031) with the following schedule of events:

Event	Date
CSP Issued	December 17, 2018
Pre-Proposal Meeting	December 24, 2018
Proposals Due	January 24, 2019
Evaluation Meeting	January 30, 2019

On January 24, 2019, the District received six CSPs from firms in response to the solicitation. Five of the proposals submitted were deemed responsive and compliant with the CSP requirements. On January 30, 2019 the five proposals were evaluated and ranked as follows:

1. Phillips/May – Basecom Joint Venture
2. Mac’s Construction Co., Inc.
3. Northridge Construction Group, LLC
4. EMJ Construction
5. Muckleroy and Falls

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 General Contractor For Arlington Heights High School Athletics Addition/Renovation (CSP #19-031) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A General Contractor For Arlington Heights High School Athletics Addition/Renovation (CSP #19-031) 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 General Contractor For Arlington Heights High School Athletics Addition/Renovation (CSP #19-031) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017	671-81-6629-B39-002-99-000-002001 - \$2,857,173.00 671-81-6629-B40-002-99-000-002001 - \$142,858.00
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COST:

Not To Exceed \$3,000,031.00

VENDOR:

Phillips/May - Basecom Joint Venture

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-031

Number of Bid/Proposals Received: 6

Number of Compliant Bid/Proposals Received: 5

Joint Venture Firms: 1

HUB Firms: 1

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

TEA #002 Arlington Heights High School

RATIONALE:

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

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR BENBROOK MIDDLE/HIGH SCHOOL BASEBALL/SOFTBALL ADDITION/RENOVATION (CSP #19-032) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (CSP 19-032) with the following schedule of events:

Event	Date
CSP Issued	December 17, 2018
Pre-Proposal Meeting	January 8, 2019
Proposals Due	January 22, 2019
Evaluation Meeting	January 28, 2019

On January 22, 2019, the District received fourteen CSPs from firms in response to the solicitation. Ten of the proposals submitted were deemed responsive and compliant with the CSP requirements. On January 28, 2019 the ten proposals were evaluated and ranked as follows:

1. Muckleroy & Falls
2. Schmoldt Construction, Inc.
3. Phillips May / Basecom JV
4. Key Construction
5. DENCO CS Corp
6. Big Sky - T&J JV
7. SEDALCO Inc.
8. EMJ Construction
9. Northridge Construction LLC
10. Reeder-Summit 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 General Contractor For Benbrook Middle/High School Baseball/Softball Addition/Renovation (CSP #19-032) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A General Contractor For Benbrook Middle/High School Baseball/Softball Addition/Renovation (CSP #19-032) 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 General Contractor For Benbrook Middle/High School Baseball/Softball Addition/Renovation (CSP #19-032) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017	671-81-6629-B39-071-99-000-071001 - \$4,761,812.00
	671-81-6629-B40-071-99-000-071001 - \$ 278,188.00

COST:

Not To Exceed \$5,040,000.00

VENDOR:

1. Muckleroy & Falls

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-032

Number of Bid/Proposals Received: 14

Number of Compliant Bid/Proposals Received: 10

Joint Venture Firms: 3

HUB Firms: 3

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

TEA #071 Benbrook Middle/High School

RATIONALE:

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

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR O.D. WYATT HIGH SCHOOL ATHLETICS ADDITION / RENOVATION (CSP #19-041) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (CSP 19-041) with the following schedule of events:

Event	Date
CSP Issued	December 10, 2018
Pre-Proposal Meeting	December 18, 2018
Proposals Due	January 17, 2019
Evaluation Meeting	January 23, 2019

On January 17, 2019, the District received nine CSPs from firms in response to the solicitation. All of the proposals submitted were deemed responsive and compliant with the CSP requirements. On January 23, 2019 the nine proposals were evaluated and ranked as follows:

1. Reeder / Summit JV
2. CZOT-MGS, LLC
3. Big Sky T&J JV
4. MDI Inc. General Contractors
5. Mac's Construction Co., Inc.
6. Gilbert May dba Phillips/May Corp.
7. Northridge Construction Group LLC
8. AUI Partners LLC
9. 3i Contracting, LLC

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract With A General Contractor For O.D. Wyatt High School Athletics Addition/Renovation (CSP #19-041) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A General Contractor For O.D. Wyatt High School Athletics Addition/Renovation (CSP #19-041) 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 General Contractor For O.D. Wyatt High School Athletics Addition/Renovation (CSP #19-041) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017	671-81-6629-B39-016-99-000-016001 - \$ 2,838,750.00
	671-81-6629-B40-016-99-000-016001 - \$ 141,938.00

COST:

Not To Exceed \$ 2,980,688.00

VENDOR:

1. Reeder / Summit JV

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-041

Number of Bid/Proposals Received: 9

Number of Compliant Bid/Proposals Received: 9

Joint Venture Firms: 2

HUB Firms: 5

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

TEA #016 O.D. Wyatt High School

RATIONALE:

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

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR DUNBAR HIGH SCHOOL ATHLETICS ADDITION / RENOVATION (CSP #19-042) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (CSP 19-042) with the following schedule of events:

Event	Date
CSP Issued	November 19, 2018
Pre-Proposal Meeting	December 4, 2018
Proposals Due	January 15, 2019
Evaluation Meeting	January 22, 2019

On January 15, 2019, the District received eight CSPs from firms in response to the solicitation. All of the proposals submitted were deemed responsive and compliant with the CSP requirements. On January 22, 2019 the eight proposals were evaluated and ranked as follows:

1. CZOT-MGS, LLC
2. Big Sky T&J JV
3. Reeder / Summit JV
4. Gilbert May dba Phillips May Corporation
5. Pinnacle Contracting Group, LLC
6. 3i Contracting, LLC
7. Imperial Construction
8. Northridge Construction Group LLC

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract With A General Contractor For Dunbar High School Athletics Addition/Renovation (CSP #19-042) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A General Contractor For Dunbar High School Athletics Addition/Renovation (CSP #19-042) 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 General Contractor For Dunbar High School Athletics Addition/Renovation (CSP #19-042) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017	671-81-6629-B39-005-99-000-005001 - \$ 3,098,750.00
	671-81-6629-B40-005-99-000-005001 - \$ 154,938.00

COST:

Not To Exceed \$ 3,253,688.00

VENDOR:

1. CZOT-MGS, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-042

Number of Bid/Proposals Received: 8

Number of Compliant Bid/Proposals Received: 8

Joint Venture Firms: 2

HUB Firms: 5

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #005 Dunbar High School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected competitive sealed proposals 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
February 12, 2019**

TOPIC: APPROVE BUDGET AMENDMENT AND AUTHORIZATION TO INCREASE CONTRACT WITH A GENERAL CONTRACTOR FOR JOB NO. 176-011 WAVERLY PARK ELEMENTARY SCHOOL (CSP #19-034) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On December 11, 2018 the Board of Education (BOE) approved the authorization to enter into a contract with RJM Contractors, Inc. for CSP #19-034 in conjunction with the 2017 Capital Improvement Program.

Additional costs have been identified for Job No. 176-011 Waverly Park Elementary in an amount not to exceed \$250,000. These costs include an exterior freezer and cooler addition and kitchen renovations.

The additional cost is not available within the project budget; therefore, it will be necessary to use the 2017 CIP Program Escalation fund.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	12/11/2018	\$1,644,734	-	\$1,644,734
Budget Amendment	02/12/2019	\$1,644,734	\$250,000	\$1,894,734
		Total:	\$250,000	

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment And Authorization To Increase Contract With A General Contractor For Job No. 176-011 Waverly Park Elementary School (CSP #19-034) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Budget Amendment And Authorization To Increase Contract With A General Contractor For Job No. 176-011 Waverly Park Elementary School (CSP #19-034) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment And Authorization To Increase Contract With A General Contractor For Job No. 176-011 Waverly Park Elementary School (CSP #19-034) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B45-999-99-000-000000

COST:

Not to Exceed \$250,000.00

VENDOR:

- 1) RJM Contractors, 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 #176 Waverly Park Elementary School

RATIONALE:

A budget amendment is necessary in order to fund the additional costs identified at Job No. 176-011 Waverly Park Elementary School. The additional funds will provide an exterior freezer and cooler addition and kitchen renovations.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery

FORT WORTH ISD
2017 Capital Improvement Program
Budget Amendments



ORG NO	LOCATION	BEGINNING BUDGET	Waverly Park Job 176-011	REVISED BUDGET 2/12/19
001	CARTER-RIVERSIDE	48,187,902.00		48,187,902.00
002	ARLINGTON HEIGHTS	51,329,625.00		51,329,625.00
003	SOUTH HILLS HIGH SCHOOL	51,182,661.00		51,182,661.00
004	DIAMOND HILL-JARVIS	28,512,553.00		28,512,553.00
005	DUNBAR, PAUL LAURENCE	32,932,975.00		32,932,975.00
006	EASTERN HILLS	46,764,698.00		46,764,698.00
008	NORTH SIDE	34,090,276.00		34,090,276.00
009	POLYTECHNIC	49,500,995.00		49,500,995.00
010	PASCHAL, R.L.	40,054,076.00		40,054,076.00
011	TRIMBLE TECHNICAL	39,328,489.00		39,328,489.00
014	SOUTHWEST	40,731,603.00		40,731,603.00
015	WESTERN HILLS	32,143,080.00		32,143,080.00
016	WYATT, O.D.	41,205,538.00		41,205,538.00
071	BENBROOK MIDDLE	27,328,394.00		27,328,394.00
082	BIOMEDICAL SCIENCES	4,000,000.00		4,000,000.00
083	YOUNG MEN'S LEADERSHIP ACADEMY	34,763,490.00		34,763,490.00
084	WORLD LANGUAGES INSTITUTE	1,000,000.00		1,000,000.00
171	TANGLEWOOD	5,817,073.00		5,817,073.00
176	WAVERLY PARK	2,090,510.00	250,000.00	2,340,510.00
229	TANGLEWOOD RELIEF	27,181,694.00		27,181,694.00
B45	ESCALATION	67,784,163.00	(250,000.00)	67,534,163.00
	REIMBURSEMENT RESOLUTION	7,895,000.00		7,895,000.00
	LAND	8,204,780.00		8,204,780.00
	ADMIN/OPERATIONAL COSTS	19,591,675.00		19,591,675.00
	OWNERS REPRESENTATIVE MOBILIZATION	318,530.00		318,530.00
	OTHER/DEBT COSTS	7,795,220.00		7,795,220.00
	Total CIP 17 Program	749,735,000.00	0.00	749,735,000.00

**CONSENT AGENDA ITEM
BOARD MEETING
FEBRUARY 12, 2019**

TOPIC: APPROVE AMENDMENT TO THE 2017 CITIZENS' OVERSIGHT COMMITTEE'S COMPOSITION AND GUIDING PRINCIPLES

BACKGROUND:

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

The Board of Education approved the Citizens Oversight Committee Guiding Principles for the 2017 Capital Improvement Program on the June 12, 2018 Board of Education meeting. According to the Guiding Principles Section 9 Amendment of Guiding Principles, "Any change to these Guiding Principles shall be approved by a two-thirds vote of the entire Board of Education."

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Amendment to the 2017 Citizens' Oversight Committee's Composition and Guiding Principles
2. Decline to Approve Amendment to the 2017 Citizens' Oversight Committee's Composition and Guiding Principles
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Amendment to the 2017 Citizens' Oversight Committee's Composition and Guiding Principles

FUNDING SOURCE

Additional Details

No Cost

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

RATIONALE:

Changes to the composition and Ethics Policy Statement (Attachment B) has been amended. Therefore, according the Guiding Principles Section 9 Amendment of Guiding Principles, “Any change to these Guiding Principles shall be approved by a two-thirds vote of the entire Board of Education.”

INFORMATION SOURCE:

Vicki Burris

**Fort Worth Independent School District
2017 Capital Improvement Program**

Citizens Oversight Committee

Executive Summary

On February 27, 2018, the Fort Worth Independent School District Board of Education (BOE) approved the establishment of a Citizens’ Oversight Committee (COC). The purpose is to assist the District in maintaining accountability and integrity of the 2017 Capital Improvement Program that was approved by voters on November 7, 2017.

The COC is composed of seventeen (17) members, recommended by the Superintendent and approved by the BOE members, with expertise in areas such as construction, financial management, land development, public agencies coordination, or parent leadership. This version of the **Citizens’ Oversight Committee - Guiding Principles** has been revised accordingly and constitutes its final version.

The COC will be responsible for providing reports to the BOE with its recommendations regarding such issues as program management, compliance with policies and procedures, use of historically underutilized businesses, environmental stewardship and stakeholder satisfaction.

Members of the COC will serve a two-year term, with members being eligible by appointment by the discretion of the BOE. The COC Chairperson and Vice-Chair will be elected by the members at the first meeting.

The District appreciates the dedication, commitment and service of the COC members.

2017 Citizens’ Oversight Committee

COC Member	Referred By	Area of Expertise
Libby Willis	Jacinto Ramos	Community Leader
Mary Alice Suarez	Jacinto Ramos	Office Management / Community Leader PTA
Robert Benda	Tobi Jackson	Construction
Bert Williams	Tobi Jackson	Community Leader
Quinton Phillips	Christene Moss	Educational Program Coordinator
Roderick F. Miles, Jr	Christene Moss	Community Outreach
Paul Johnson	T.A. Sims	Business Community Leader
Molly Hyry	Judy Needham	Parent Leader / Former Teacher
Stephanie Harvey	Judy Needham	Community Leader PTA
Kal Silverberg	Ann Sutherland	Community Leader / Fine Arts
* Tim Carter	Norman Robbins	Business Community Leader
Emily Gentry	Norman Robbins	Information and Operations Management / PTA Member
Laura West Strawser	Anael Luebanos	Community Leader / Fine Arts
Josue Cardenas	Anael Luebanos	Finance and Accounting
Anthony Spangler	Ashley Paz	Communications Executive
Steven Poole	Dr. Kent P. Scribner	UEA Representative
Lisa Saucedo	Dr. Kent P. Scribner	Community Leader PTA

Effective as of February 27, 2018
*Board approved January 22, 2019

Mission

The COC's mission is to monitor the District's 2017 Capital Improvement Program (CIP) and advise the Superintendent and BOE Members of any program issues.

Functions

The charge of the COC includes:

- Review and evaluate on a quarterly basis the status of all projects and expenditures of bond funds based on the schedule of the 2017 CIP
- Confer with CIP staff about general levels of satisfaction with the work
- Report to the Superintendent and the BOE on the 2017 CIP regarding topics that may include but are not limited to: Section 3.2; a-j
- The Committee will provide a quarterly written report to the Superintendent and the BOE and attend formal presentations, if requested. The quarterly reports will be posted on the District web site.

Composition

The COC is composed of seventeen (17) individuals who are recommended by the Superintendent and approved by the BOE from existing community and professional organizations, such as PTA, District Advisory Committee, Facilities Advisory Committee, Audit Advisory Committee and Chambers of Commerce. Members will be selected to lend expertise in architecture and engineering, construction, financial management, land development, public agencies coordination, labor and construction law, work force and economic development.

Members of the COC are volunteers and are appointed for a two-year term. To ensure the continuity of membership, initial members of the committee may be reappointed at the sole discretion of the BOE for up to two additional two-year terms. The Chairperson and Vice-Chair will be elected by the COC members.

Members of the committee shall not be employed or currently under contract with the Fort Worth ISD. In the event an individual develops a conflict of interest during the term of their office, he/she will excuse himself/herself from any and all decisions creating the conflict of interest.

Meetings

Meetings are held in accordance with the Texas Open Meeting Act; the public is welcome and encouraged to attend. Meeting agendas are publicly posted as required by law and on the Fort Worth ISD Web site at <https://www.fwisd.org/Page/2055>.

**Fort Worth Independent School District
2017 Capital Improvement Program**

**Citizens Oversight Committee
Guiding Principles**

SECTION I - COMMITTEE ESTABLISHED

The Fort Worth Independent School District (District) was successful at the election conducted in November 2017, to obtain authorization from the District's voters to issue up to \$750,000,000 in aggregate general obligation bonds, pursuant to a greater than 72% approval rate. The District established the Citizens Oversight Committee (COC) in order to satisfy accountability requirements of its policy. The Fort Worth ISD Board of Education (BOE) adopted the Citizens' Oversight Committee Guiding Principles setting forth the duties and rights of the COC.

SECTION 2 - PURPOSE

The purpose of the COC is to monitor the District's 2017 Capital Improvement Program (CIP), advise the Superintendent and BOE of any CIP issues, and carry forth the duties of the COC Guiding Principles. Meetings shall be open to the public. The District shall provide necessary administrative support to the Committee. The proceeds of general obligation bonds issued pursuant to the election are hereinafter referred to as "CIP funds."

SECTION 3 - DUTIES

In order to carry out its stated purpose, the COC shall perform the following duties:

3.1 Review Expenditures

The COC shall review quarterly expenditure reports produced by the District and Program Manager to ensure the BOE and the Superintendent that:

- (a) CIP funds are expended only for the purposes set forth in the ballot measure; see Attachment A: 2017 FWISD Ballot Measure Language
- (b) no CIP funds are used for any District employee compensation or any form of remuneration or other operating expenses; and that
- (c) CIP funds are maximized for the benefit of the District.

3.2 Reports

Quarterly

- The COC will provide the BOE, in public session, a copy of the minutes of the meeting(s) and findings of the Committee in a form to be provided by the District.
 - The Committee will provide a quarterly written report to the Superintendent and the BOE and attend formal presentations, if requested. The quarterly reports will be posted on the District's web site.
- Report to the Superintendent and the BOE on the 2017 CIP regarding topics that may include but are not limited to:
 - a) Provide recommendations on items b through i below
 - b) Review and evaluate the status of all projects as well as finance, schedule and budget status;
 - c) Individual projects: scope, schedule, quality and budget;
 - d) Stakeholder satisfaction;
 - e) Program management and construction issues;
 - f) Environmental stewardship;
 - g) Historically Underutilized Businesses status;
 - h) General issues and risk assessment;
 - i) Communication strategies and methods;
 - j) Compliance with procedures articulated in BOE Policy and District's Mission

Annually

The COC shall provide to the BOE an annual written report in January of each year summarizing the quarterly reports of the previous year.

SECTION 4 - AUTHORIZED ACTIVITIES

- 4.1 In order to perform the duties set forth in Section 3, the Committee or any member may engage in the following authorized activities:
- a) Receive and review copies of the District's annual external financial audit report.
 - b) Suggest improvements in the District's efforts to maximize CIP funds in ways designed to:
 - 1) Incorporate efficiencies in school design, procurement and construction;
 - 2) Encourage inter-agency coordination;
 - 3) Encourage participation by historically underutilized businesses;
 - 4) Monitor compliance with overall CIP schedules, quality and cost.
- 4.2 Make requests for copies of District records in writing/email to the District's CIP Office, provided such requests comply with the District's Open Records Requests policy.

SECTION 5 - MEMBERSHIP

5.1 Number

The COC is composed of seventeen (17) individuals who are recommended by the Superintendent and approved by the BOE from existing community and professional organizations as described under Composition

5.2 Qualification Standards

- a) To be a qualified COC member, he or she must be at least 18 years of age and in good legal and ethical standing in the community.
- b) The COC may not include any employee of the District or any current vendor, contractor or consultant of the District.

5.3 Ethics and Conflicts of Interest

By accepting appointment to the COC, each member agrees to comply with the Committee Ethics Policy attached as Attachment B to these Guiding Principles.

5.4 Term

Except as otherwise provided herein, each member shall serve a term of two (2) years, beginning March 1, 2018. Ordinarily no member may serve more than three (3) consecutive terms.

5.5 Vacancy

5.5.1 Removal

The BOE may remove any COC member for cause, including failure to attend two (2) consecutive COC meetings, failure to comply with the COC Ethics Policy, or discretion of the majority of the committee. Upon a member's removal, his or her seat shall be declared vacant. The Superintendent shall recommend a replacement member to the BOE for approval.

5.5.2 Resignation

A COC member may resign at any time. The resignation shall be approved by the BOE.

5.6 Compensation

The COC members shall not be compensated for their services.

SECTION 6 - MEETINGS OF THE COC

6.1 Regular Meetings

The COC shall establish a schedule for the date and time of regular meetings to be held at least quarterly to include a planning meeting to be held in August.

6.2 Location

All meetings shall be held at 6:00 p.m. unless otherwise publicized under the Texas Open Meetings Act.

6.3 Procedures

All meetings shall follow these Guiding Principles, as indicated below, or amended from time to time by the BOE as referenced in Section 10.

- a) All meetings must be held in accordance with the Texas Open Meeting Act.
- b) Meeting agendas, times and dates shall be posted on the Fort Worth ISD web site.
- c) Roberts Rules of Order must be followed.
- d) Draft minutes of the meeting will be distributed to committee members within 30 days of the meeting for review and approved at the committee's next scheduled meeting.
- e) Approved minutes of the meetings shall be prepared by the District and submitted to the BOE at an appropriate BOE Meeting date.
- f) A majority of the number of sitting COC members shall constitute a quorum.

SECTION 7 - DISTRICT SUPPORT

7.1 The District shall provide to the COC the necessary technical and administrative assistance as follows:

- a) Preparation of and posting of public notices, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the BOE,
- b) Provision of a meeting room, including any necessary audiovisual equipment,
- c) Preparation and copies of any documentary meeting materials, such as agendas and reports,
- d) Retention of all COC records, and providing public access to such records on an internet web site maintained by the BOE, and
- e) Provision of District personnel to prepare and distribute meeting minutes after each COC meeting.

7.2 Selected CIP and District staff shall attend COC proceedings as required to report on the status of projects and the expenditures of CIP funds.

SECTION 8 - OFFICERS

The COC shall elect a chair and a vice-chair who shall act as chair only when the chair is absent. No person who has served as chair or vice-chair may serve more than one term in any office.

SECTION 9 - AMENDMENT OF GUIDING PRINCIPLES

Any change to these Guiding Principles shall be approved by a two-thirds vote of the entire BOE.

SECTION 10 - TERMINATION

The COC shall automatically terminate and disband at the earlier date of (a) when all CIP funds are spent, or (b) when all projects funded by CIP funds are completed.

**Fort Worth Independent School District
2017 Capital Improvement Program**

2017 FWISD Ballot Measure Language

Attachment A

Proposition A

Approving the ad valorem tax rate of \$1.3520 per \$100 valuation in Fort Worth Independent School District for the current year, a rate that is \$0.02 higher per \$100 valuation than the school district rollback tax rate, for the purpose of maintenance and operations.

Proposition B

"The issuance of \$749,735,000 of bonds by the Fort Worth Independent School District for the construction, renovation, acquisition and equipment of school buildings and facilities and the purchase of the necessary sites for school buildings and facilities, including, but not limited to, a new relief elementary school, a new Leadership Academy, the relocation of an existing school facility, classroom additions, renovations to existing high schools, capital improvements, athletics and fine arts improvements, and technology improvements, and levying the tax in payment thereof."

**Fort Worth Independent School District
2017 Capital Improvement Program**

**Citizens' Oversight Committee (COC)
Ethics Policy Statement**

Amended
Attachment B

This Ethics Policy Statement provides general guidelines for COC members to follow while carrying out their roles. Not all ethical issues that COC members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for COC members. The provisions of this Statement were developed from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY CONFLICT OF INTEREST

A COC member shall not make or influence a District decision related to: A sitting COC member or COC member's business or any organization which a COC member is an officer or director of those companies and businesses of any family member, such as a spouse, shall be prohibited from bidding and/or contracting with the District projects funded with CIP funds.

OUTSIDE EMPLOYMENT

A COC member shall not use his or her position to negotiate future employment with any person or organization that relates to: (1) any contract funded by CIP funds, or (2) any CIP project. A COC member shall not make or influence a District decision related to any CIP project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of one (1) year after leaving the COC, a former member may not represent any person or organization for compensation in connection with any CIP matter pending before the District. Specifically, for a period of one (1) year after leaving the COC, a former member and the companies and businesses which the former member is associated and those companies in business of any family member, such as a spouse, child, parent, sibling or family member by marriage shall be prohibited from contracting with the District for projects funded by the CIP-bond funds.

TO UPHOLD LAW

A COC member shall uphold the Federal and Texas Constitutions, the laws and regulations of the United States and the State of Texas (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Fort Worth Independent School District.

COMMITMENT TO DISTRICT

A COC member shall place the interests of the District above any personal or business interest of the member.

Fort Worth Independent School District

BOARD OF EDUCATION

Mr. Jacinto Ramos, District 1
Ms. Tobi Jackson, District 2
Ms. Christene C. Moss, District 3
Mr. T.A. Sims, Sr., District 4
Ms. Judy G. Needham, District 5
Dr. Ann Sutherland, District 6
Mr. Norman Robbins, District 7
Mr. Anael Luebanos, District 8
Ms. Ashley Paz, District 9

Dr. Kent P. Scribner, Superintendent





Capital Improvement Program Office
2821 Cullen Street • Fort Worth, TX 76107
817.317.7700 phone • 817.317.7780 fax
<https://www.fwisd.org/site/Default.aspx?PageID=1896>

**ACTION AGENDA ITEM
BOARD MEETING
FEBRUARY 12, 2019**

**TOPIC: APPROVE SECOND READING-REVISION TO BOARD POLICIES
BBD(LOCAL), DI(LOCAL), FFB(LOCAL), AND GBAA(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. 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 BBD(LOCAL), DI(LOCAL), FFB(LOCAL), and GBAA(LOCAL)
2. Decline to Approve Second Reading-Revision to Board Policies BBD(LOCAL), DI(LOCAL), FFB(LOCAL), and GBAA(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revision to Board Policies BBD(LOCAL), DI(LOCAL), FFB(LOCAL), and GBAA(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 these policies will update the language as recommended by TASB and district personnel.

INFORMATION SOURCE:

Board Policy Committee

Karen Molinar

Jerry Moore

Amanda Coleman



Board Policy Update #111

➤ **BBD(LOCAL): BOARD MEMBERS – TRAINING AND ORIENTATION**

RATIONALE

Revised Administrative Code rules incorporate board member continuing education requirements from SB 1566. The law requires the board president to announce board member continuing education status at the last regular board meeting before trustee elections. The revisions to this local policy are recommended as best practice to promote transparency and clarify that the board president will annually announce the status of each board member's continuing education at the last meeting before the district's regular uniform election date, even if an election is not scheduled or held, such as when a district does not conduct annual elections or when an election is canceled.

Fort Worth ISD
220905

**BOARD MEMBERS
TRAINING AND ORIENTATION**

BBD
(LOCAL)

**Public Information
Coordinator**

The Superintendent or designee shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012. [See GBAA]

**Reporting
Continuing
Education Credit**

The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.



JULY 24, 2018

Board Policy Update #111

➤ **DI(LOCAL): EMPLOYEE WELFARE**

RATIONALE

This local policy addressing drug-free awareness programs is recommended for deletion, as the content is adequately covered through the district's DH(LEGAL) and (LOCAL) policies. See DH(LEGAL) for the district's requirements under the federal Drug-Free Workplace Act.

Fort Worth ISD
220906

EMPLOYEE WELFARE

**DI
(LOCAL)**

**Drug-Free
Awareness Program**

The District shall maintain a drug-free environment and shall establish, as needed, a drug-free awareness program complying with federal requirements. [See DH] The program shall provide applicable information to employees in the following areas:

1. The dangers of drug use and abuse in the workplace.
2. The District's policy of maintaining a drug-free environment. [See DH(LOCAL)]
3. Drug counseling, rehabilitation, and employee assistance programs that are available in the community, if any.
4. The penalties that may be imposed on employees for violation of drug use and abuse prohibitions. [See DH(LOCAL)]

**Employee
Responsibility**

All fees or charges associated with drug/alcohol abuse counseling or rehabilitation shall be the responsibility of the employee.



NOVEMBER 17, 2017

Board Policy Update #109

➤ **FFB(LOCAL): STUDENT WELFARE – CRISIS INTERVENTION**

RATIONALE

As explained at FFB(LEGAL), SB 179 clarifies that local practices and procedures addressing the subject areas in the list of recommended best practice-based programs and research-based practices that a district may implement no longer need to be in board-adopted policy. As a result, the provisions in your local policy are recommended for deletion, and these provisions should be included in the district's administrative regulations.

Fort Worth ISD
220906

**STUDENT WELFARE
CRISIS INTERVENTION**

**FFB
(LOCAL)**

**Prevention and
Intervention
Programs**

The District shall implement programs for mental health promotion and intervention, substance abuse prevention and intervention, and suicide prevention for students, which shall include training for appropriate District staff on early warning signs and the possible need for intervention.

Campus Liaisons

The intervention specialist and counselor assigned to each campus shall serve as campus liaisons for the purpose of identifying students who may be in need of mental health or substance abuse intervention or who may be at risk of committing suicide. A campus liaison shall perform any necessary assessments and contact parents or guardians, as appropriate. The District shall publish the names and contact information of the campus liaisons in the student handbook.

District Liaison

The Superintendent or designee shall appoint at least one employee to serve as a District liaison for the purpose of coordinating the suicide prevention program, coordinating training, and maintaining data.

Making a Report

In accordance with the District's programs, District staff shall report to the appropriate campus liaison a student who displays early warning signs indicating a possible need for early mental health or substance abuse intervention or who may be at risk of committing suicide.

Notice to Parent

When a campus liaison receives information regarding a student who is possibly in need of mental health or substance abuse intervention or is at risk of committing suicide or violent acts against himself/herself or others, the campus liaison may conduct any necessary assessments and shall notify the student's parent and provide information about appropriate counseling options.

Medical Screenings

Only a student's parent may consent to a medical screening. Unless a student's parent has provided prior consent, no medical screening shall be used as part of the process of identifying whether a student is possibly in need of intervention or at risk of committing suicide.



NOVEMBER 17, 2017

Board Policy Update #109

➤ **GBAA(LOCAL): INFORMATION ACCESS – REQUESTS FOR INFORMATION**

RATIONALE

HB 3107 allows a board to establish reasonable yearly and monthly limits on the personnel time spent to produce public information for a requestor, after which the district may begin charging the requestor for the time. As reflected in the recommended revisions to this policy, in addition to the 36-hour yearly limit, the board may establish a monthly limit of not less than 15 hours, after which the district shall begin charging for personnel time.

Fort Worth ISD
220906

**INFORMATION ACCESS
REQUESTS FOR INFORMATION**

**GBAA
(LOCAL)**

~~CHARGING~~
~~FOR PERSONNEL~~
~~TIME~~
~~PERSONNEL~~
~~TIME~~

~~As authorized by law~~After personnel of the District collectively have spent ~~36 hours of time producing public information for a requestor during the District's fiscal year~~, the District shall charge ~~at the requestor for any additional personnel time spent producing information for the requestor~~ after personnel of the District have collectively spent:

- ~~1. 36 hours of time during the District's fiscal year; or~~
~~15 hours of time during a one-month period. -in accordance with law.~~

**ACTION AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE CAMPUS TURNAROUND PLAN FOR POLYTECHNIC HIGH SCHOOL FOR SCHOOL YEARS 2019-2020 AND 2020-2021

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.

Polytechnic High School Turnaround Plan:

<https://www.fwisd.org/cms/lib/TX01918778/Centricity/Domain/17/Turnaround%20plan.pdf>

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Campus Turnaround Plan for Polytechnic High School for School Years 2019-2020 and 2020-2021
2. Decline to Approve Campus Turnaround Plan for Polytechnic High School for School Years 2019-2020 and 2020-2021
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Campus Turnaround Plan for Polytechnic High School for School Years 2019-2020 and 2020-2021

FUNDING SOURCE

Additional Details

\$160,000.00	199-13-6119-TUR-009-24-408-000000- Dean of Instruction
\$50,000.00	211-11-6118-TUR-009-24-691-000000- 20F34 Extra Duty*
\$100,000.00	211-11-62XX-TUR-009-24-691-000000- 20F34 PD*
\$45,000.00	211-11-64XX-TUR-009-24-691-000000- 20F34 Travel*
\$150,000.00	211-11-63XX-TUR-009-24-691-000000- 20F34 Gen. Sup.*
\$300,000.00	199-11-6118-TUR-009-24-408-000000-Incentives

* In the event the School Improvement Grant (Fund 211/Project 20F34) is not approved by TEA, then the General Fund (Fund 199) will pay for these costs.

COST:

Year 1: (2019-2020)	\$805,000.00
Year 2: (2020-2021)	\$805,000.00
Total	\$1,610,000.00

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

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 Hernández

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

WHEREAS, FORT WORTH ISD Board of Trustees and the Superintendent attest that the campus leadership team contained with the turnaround plan for POLYTECHNIC HIGH SCHOOL has the knowledge, skills, and experience necessary to implement the plan as written;

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

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

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

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

NOW, THEREFORE, be it resolved that: The Board of Trustees of FORT WORTH ISD and the Superintendent on February 12, 2019 have approved the campus turnaround plan for POLYTECHNIC HIGH SCHOOL to be submitted to the Texas Education Agency.

ADOPTED February 12, 2019

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By:

Dr. Kent P. Scribner, Superintendent

Jacinto 'Cinto' Ramos, Jr., Trustee

Tobi, Jackson, Board President

Christene Chadwick Moss, Trustee

T.A. Sims, 1st Vice President

Judy Needham, Trustee

Dr. Ann Sutherland, 2nd Vice President

Norman Robbins, Trustee

Anael Luebanos, Board Secretary

Ashley Paz, Trustee

**ACTION AGENDA ITEM
BOARD MEETING
February 12, 2019**

**TOPIC: APPROVE LICENSE AGREEMENT WITH TEXAS CHRISTIAN
UNIVERSITY FOR THE 2019 GRADUATION CEREMONIES**

BACKGROUND:

Texas Christian University will be the location of the 2019 Graduation Ceremonies of Paschal High School on May 31, 2019, Benbrook High School, South Hills High School and Trimble Technical High School on June 1, 2019,

North Side High School and Arlington Heights High School on June 2, 2019.

Stadium People (Parking Lot Security) Fee: \$1,400.00 per graduation

Electro (Sound) Fee: \$1,200.00 per graduation

Wang (Housekeeping) Fee: \$3,600.00 per graduation

Medstar (Standby Ambulance) Fee: \$300 per graduation

Taylor's Tent (from line-up to arena) Fee: \$365.00 per graduation

PP Staff (Physical Plant Staff) Fee: \$325.00 per graduation

Ushers & More (at each portal in arena) Fee: \$1,500.00 per graduation

Jose (Athletic Staff) Fee: \$225.00 per graduation

Conference Services (Staff, Signage, Admin, etc.) Fee: \$3,000.00 per graduation

Video Board (\$75/HR) Fee: \$300.00 per graduation

TCU Police/ Golf Carts Fee: \$1,500.00 per graduation

FWPD Fee: \$1,750.00 per graduation

Total for each graduation \$15,465.00

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve license agreement with the Texas Christian University for the 2019 Graduation ceremonies
2. Decline to Approve license agreement with the Texas Christian University for the 2019 Graduation ceremonies
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve license agreement with the Texas Christian University for the 2019 Graduation ceremonies

FUNDING SOURCE

Additional Details

General Fund

199-11-62XX-001-XXX-11-349-000000

COST:

\$92,790.00

VENDOR:

Texas Christian University

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Paschal High School, Benbrook High School, South Hills High School, Trimble Technical High School, North Side High School and Arlington Heights High School

RATIONALE:

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

INFORMATION SOURCE:

Cherie Washington
Benjamin Leos

MEMO

Secondary School Leadership

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



Date: January 22, 2019
To: Cherie Washington
From: Benjamin Leos
Subject: Contract/Agreement Transmittal Form

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

The Christian University, Ed & Rae Schollmaier Arena will be the location for the 2018 graduation ceremonies for the following schools:

- FRIDAY, MAY 31, 2019**
- Paschal High School Ed & Rae Schollmaier Arena (TCU) – 7:00 P.M.
- SATURDAY, JUNE 01, 2019**
- Benbrook High School Ed & Rae Schollmaier Arena (TCU) – 9:00 A.M.
- South Hills High School Ed & Rae Schollmaier Arena (TCU) – 2:00 P.M.
- Trimble Technical High School Ed & Rae Schollmaier Arena (TCU) – 7:00 P.M.
- SUNDAY, JUNE 02, 2019**
- North Side High School Ed & Rae Schollmaier Arena (TCU) – 12:00 P.M.
- Arlington Heights High School Ed & Rae Schollmaier Arena (TCU) – 6:00 P.M.

The total contract amount should not exceed \$92,790.00 for rental of facility.

Thank you for your assistance with this matter.

/mb



CONFERENCE SERVICES

January 18, 2019

Benjamin Leos
Fort Worth ISD
100 North University Drive Suite 257 NW
Fort Worth TX 76107

RE: FWISD high school graduations and rehearsals
May 28-June 2, 2019

Dear Mr Leos:

Enclosed is the General Facilities Agreement necessary for you to conduct your event at Texas Christian University. Please review it carefully, as it reflects our understanding of your needs, as well as the facilities currently scheduled for your use.

Make special note of the following:

- When the deposit is due (Section IV A) **March 15, 2019**
- The due date for certificate of insurance (Section VII A) **On file**
- Worker's compensation coverage selection (Section VII D) **N/A**
- The due date for your agenda (Section IX B) **N/A**
- When the signed contract is due back in our office (Section IX G) **March 1, 2019**
- Do not make changes to the Agreement without permission from our office
- Return all attachments with the Agreement including the W-9

We will return a counter-signed copy of the agreement. Meanwhile, if you have any questions, feel free to contact our office.

Sincerely,

Flo Hill
Director of Conference Services

Enclosures:

General Facilities Agreement
Facilities, Equipment and Services Attachment
List of FWISD Graduations and Rehearsals
TCU Regulations



REGULATIONS

TCU requires conference groups to adhere to all of TCU's regulations, policies, guidelines and all local, state and federal laws concerning health, safety and public order. Failure to comply with these regulations may result in the forfeiture of the privilege of using TCU facilities and services or termination of TCU agreements. TCU regulations include, but are not limited to, the following in TCU buildings and on TCU property:

- Smoking is prohibited in all buildings. TCU is a tobacco-free campus.
- Minors require direct supervision at all times while on campus.
- Attaching any object to any TCU premise by tape, nail, screw or alteration of the premises in any manner whatsoever without prior written permission from Conference Services is not permitted. No signs are to be attached to the outside walls of any TCU facility without prior written permission.
- All visitors are expected to comply with TCU traffic regulations. Parking is allowed only in the white-lined spaces. There is no parking or driving on ANY non-paved area.
- All facility and residence hall rooms must be left in the condition found. Any damages or excessive clean-up will be billed after the event. No furniture may be moved out of the residence hall rooms or from lounge areas into individual rooms.
- TCU prohibits alcoholic beverages in all areas of the campus without written permission. Residents of legal age twenty-one (21) or over may possess and consume alcoholic beverages in their residence hall rooms only. The consumption of alcoholic beverages is prohibited in all hallways, stairways, elevators, lobbies, lounges, recreation areas, restrooms and all other areas of residence halls. Kegs and any other containers larger than one gallon used for alcoholic beverages are not permitted anywhere on campus. If approved, alcohol cut off times are 30 minutes before end of event time scheduled.
- The illegal possession, manufacture, distribution, use or sale of any quantity of any drug, narcotic or any controlled substance or being illegally under the influence of any drug, narcotic or any controlled substance is prohibited.
- Tampering with the fire system or with fire fighting equipment is a violation of the Fort Worth City Ordinance. EVERYONE MUST evacuate the building when an alarm is sounded. All violators are subject to persecution and fine (\$400) by the University as well as city authorities.
- Possession, ignition or detonation of any explosive device, fireworks liquid or flammable object is prohibited. This includes any hazardous materials, and any and all firearms.
- Candles and open flames may not be used in any building without permission from Conference Services.
- No shoes with cleats are allowed in any facility. Only white-soled court shoes (tennis shoes) are allowed on University Recreation Center gym floors.
- No cut-offs are allowed in the University Recreation Center pool.
- All security arrangements must be made through TCU Conference Services. The number of officers required for each event is at the discretion of the TCU Police.

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

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

I. SPONSOR AND EVENT:

Sponsor: FORT WORTH INDEPENDENT SCHOOL DISTRICT

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

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

Dates of Event: MAY 28-JUNE 2, 2019

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

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

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

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

THE CHARGES FOR USE OF SCHOLLMAIER ARENA FOR GRADUATION ALSO INCLUDE TCU SECURITY, PARKING LOT SECURITY, FWPD TRAFFIC CONTROL, USHERS, VIDEO BOARD USAGE, MEDSTAR- REHEARSALS INCLUDED ARE \$92,790. TOTAL INCLUDES \$15,465/GRADUATION AND REHEARSAL

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

IV. PAYMENT:

A. Deposit. A deposit equal to the sum of the Basic Charges (for a total of \$92,790 (one payment of \$46,395 due March 15 and one payment of \$46,395 due May 15)) is due and payable by MARCH 15, 2019 AND FINAL PAYMENT MAY 15, 2019. In the event Sponsor cancels prior to APRIL 1, 2019 Sponsor shall be entitled to a refund of all deposits paid, less expenses actually incurred by TCU. The deposit shall otherwise be non-refundable.

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

C. Special payment terms: NONE.

V. CONDITIONS:

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

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

VI. NO WARRANTIES:

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

VII. INSURANCE, INDEMNITY, AND LIABILITY

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

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

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

D. **Workers' Compensation.**

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

1. _____ If this space is marked, Sponsor acknowledges that it will have employees and/or volunteers (whether paid or unpaid) on the property and buildings of the TCU campus during and/or in connection with the Event; and Sponsor represents and warrants to TCU that it affords medical and wage benefit protection for any potential injury to any of its employees through one of the following [check appropriate space]:
- a. _____ worker's compensation coverage pursuant to Texas Labor Code Chapter 406, and Sponsor will furnish to TCU proof of such coverage upon execution of this Agreement. This policy shall include a waiver of subrogation in favor of TCU.
 - b. _____ an election to be self-insured for worker's compensation coverage pursuant to Texas Labor Code Chapter 407, and Sponsor will furnish to TCU proof of such self-insurance, in the form of a certificate of authority to self-insure as provided for in Texas Labor Code 407 Subpart D upon execution of this Agreement.
 - c. _____ its own wage and benefits program for the compensation of employee injury if Sponsor has chosen not to obtain worker's compensation insurance coverage pursuant to the Texas Workers' Compensation Act, and Sponsor will furnish to TCU, upon execution of this Agreement (i) a copy of Form TWCC-5 pursuant to which Sponsor elected to become a nonsubscriber, (ii) a copy of Sponsor's wage and benefit plan designed to provide benefits to employees in the course and scope of employment, (iii) copies of certificates of insurance which reimburse Sponsor for the payment of such benefits or, alternatively, provide such benefits to injured employees, and (iv) a copy of Sponsor's certificate of insurance for excess indemnity coverage in an amount not less than \$3,000,000.00 per employee with a retention of no greater than \$100,000.00. The insurance policies shall be on a form acceptable to TCU and endorsed to include TCU as an additional insured and shall state that the insurance is primary insurance as regards any other insurance carried by TCU. The policies shall also include broad form contractual liability coverage in support of

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

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

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

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

VIII. CONDUCT AND COMPLIANCE WITH LAWS AND REGULATIONS:

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

IX. MISCELLANEOUS:

- A. Sponsor agrees that every minor child shall present upon their arrival a medical release for hospital treatment or treatment by a physician, signed by one or both of the child's parents or legal guardian, to allow for treatment should an accident or an injury occur. Sponsor agrees to maintain said parental releases in Sponsor's possession throughout the Event. The cost of any medical services to participants in Sponsor's event is not the responsibility of TCU.
- B. Sponsor shall provide the TCU Conference Services Office with a schedule of all events including time and place by no later than **APRIL 1, 2019**. No advance materials shall be shipped to TCU prior to five (5) working days before the scheduled Event begins. Sponsor shall provide TCU's Conference Services Office with advance copies of proposed advertising materials, and TCU's name shall not be used in any advertisement without TCU's prior written approval.
- C. This Agreement contains the entire agreement between TCU and Sponsor and may only be amended by a written instrument signed by both parties. Each provision of this Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. This Agreement shall inure to the benefit of and be binding

upon the parties hereto and their respective heirs, personal representatives, successors and assigns, provided that Sponsor may not assign any interest in this Agreement to a third party without TCU's prior written consent.

- D. This Agreement shall be governed, construed and enforced under the laws of the State of Texas, and venue with respect to any dispute arising between TCU and Sponsor that involves in any way this Agreement shall be exclusively in Tarrant County, Texas.
- E. In the event it becomes necessary for TCU to institute any action at law or in equity to enforce its rights and Sponsor's obligations hereunder, TCU shall be entitled to recover from Sponsor reasonable attorneys' fees and court costs (provided that TCU is the prevailing party in said action), together with all damages allowed by law.
- F. TCU is an equal opportunity institution and subscribes to all requirements of federal law which prohibits discrimination in respect to students, employees, applicants or University programs on the basis of sex, race, color, national origin, age, religion, disability or veteran or other legally protected status.
- G. This Agreement is not binding until it is countersigned by TCU. TCU will honor its terms, rates and availability of facilities and services for fourteen (14) days from the date this Agreement is deposited in the mail addressed to Sponsor or from the date it is otherwise delivered to Sponsor. Thereafter, this Agreement will be subject to change and to availability. Failure of Sponsor to sign and return this Agreement so as to be received by TCU by no later than MARCH 1, 2019 will render this Agreement void and of no effect.
- H. The failure of TCU to insist upon strict and prompt performance of any of the covenants and conditions of this Agreement shall not constitute or be considered a waiver or relinquishment of TCU's right thereafter to enforce such covenant or condition in the event of a continuous or subsequent default on the part of Sponsor.

X. COMPLIANCE WITH TEXAS EDUCATION CODE SECTION 51.976.

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

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

TEXAS CHRISTIAN UNIVERSITY

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Sponsor

By: _____

By: _____

Printed Name: Margaret Kelly

Printed Name: _____

Title: Executive Director, Community Projects

Title: _____

Date: _____

Date: _____

EVENT FACILITY RESERVATION SUMMARY

As of: 1/17/2019

FOR

PASCHAL HIGH SCHOOL REHEARSAL AND GRADUATION

DATE(S): 5/31/2019 - 5/31/2019

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Friday, May 31, 2019				
SCHOLLMAYER ARENA	ARENA	8:00 AM	10:30 AM	SET UP 7:00 AM FOR REHEARSAL
	ARENA	7:00 PM	9:30 PM	SET UP 4:30 PM FOR GRADUATION

EVENT FACILITY RESERVATION SUMMARY

As of: 1/17/2019

FOR

BENBROOK HIGH SCHOOL GRADUATION

DATE(S): 6/1/2019 - 6/1/2019

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Saturday, June 1, 2019				
SCHOLLMAYER ARENA	ARENA	9:00 AM	11:00 AM	SET UP AT 6:30 AM

EVENT#: 8597

Page 1 of 1

EVENT FACILITY RESERVATION SUMMARY

As of: 1/22/2019

FOR

SOUTH HILLS HIGH SCHOOL REHEARSAL (MAY 29) AND GRADUATION 2019 (JUNE 1)

DATE(S): 5/29/2019 - 6/1/2019

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Wednesday, May 29, 2019				
SCHOLLMAYER ARENA	ARENA	10:00 AM	12:00 PM	SET UP 8:00 AM FOR REHEARSAL
Saturday, June 1, 2019				
SCHOLLMAYER ARENA	ARENA	2:00 PM	4:00 PM	SET UP 12:00 PM FOR GRADUATION

EVENT#: 8488

Page 1 of 1

EVENT FACILITY RESERVATION SUMMARY

As of: 1/22/2019

FOR

**GREEN B. TRIMBLE TECH HIGH SCHOOL
REHEARSAL (MAY 30) AND GRADUATION 2019
(JUNE 1)**

DATE(S): 5/30/2019 - 6/1/2019

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Thursday, May 30, 2019				
SCHOLLMAYER ARENA	ARENA	10:00 AM	12:00 PM	SET-UP 8:30 AM - REHEARSAL
Saturday, June 1, 2019				
SCHOLLMAYER ARENA	ARENA	7:00 PM	9:00 PM	SET-UP 4:30 PM

EVENT#: 8489

Page 1 of 1

EVENT FACILITY RESERVATION SUMMARY

As of: 1/17/2019

FOR

NORTHSIDE HIGH SCHOOL REHEARSAL AND GRADUATION

DATE(S): 5/31/2019 - 6/2/2019

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Friday, May 31, 2019				
SCHOLLMAYER ARENA	ARENA	1:00 PM	3:00 PM	REHEARSAL- SET UP AT 11:30 PM
Sunday, June 2, 2019				
SCHOLLMAYER ARENA	ARENA	12:00 PM	2:00 PM	GRADUATION - SET UP AT 10:00 AM

EVENT#: 8492

Page 1 of 1

EVENT FACILITY RESERVATION SUMMARY

As of: 1/17/2019

FOR

**ARLINGTON HEIGHTS HIGH SCHOOL
REHEARSAL AND GRADUATION**

DATE(S): 6/2/2019 - 6/2/2019

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Sunday, June 2, 2019				
SCHOLLMAIER ARENA	ARENA	6:00 PM	8:00 PM	SET-UP 2:30 PM, REHEARSAL 4:30 PM, GRADUATION 6:00 PM

EVENT#: 6491

Page 1 of 1

FWISD HIGH SCHOOL REHEARSALS AND GRADUATIONS – 2019

MAY 28 – BENBROOK TENTATIVE REHEARSAL (TBA)

MAY 29 – SOUTH HILLS REHEARSAL 10:00 AM

MAY 30 – TRIMBLE TECH REHEARSAL 10:00 AM

MAY 31 – PASCHAL HIGH SCHOOL REHEARSAL 8:00 AM-10:30 AM GRADUATION 7:00 PM

JUNE 1 - BENBROOK HIGH SCHOOL 9:00 AM

JUNE 1 - SOUTH HILLS HIGH SCHOOL GRADUATION 2:00 PM

JUNE 1 - TRIMBLE TECH GRADUATION 7:00 PM

JUNE 2 - NORTHSIDE HIGH SCHOOL GRADUATION – 12:00 PM

JUNE 2 – ARLINGTON HEIGHTS HIGH SCHOOL REHEARSAL 4:30 PM GRADUATION 6:00 PM



CONFERENCE SERVICES

FORT WORTH HS GRADUATIONS - 2019

STADIUM PEOPLE (PARKING LOT SECURITY)	1400
ELECTRO (SOUND)	1200
WANG (HOUSEKEEPING)	3600
MEDSTAR (STANDBY AMBULANCE)	300
TAYLOR'S TENT (from line-up to arena)	365
PP STAFF (physical plant staff)	325
USHERS & MORE (at each portal in arena)	1500
JOSE (ATHLETIC STAFF)	225
CONFERENCE SERVICES (staff, signage, admin, etc.)	3000
VIDEO BOARD (\$75/HR)	300
TCU POLICE/ GOLF CARTS	1500
FYPD	<u>1750</u>
Total for each graduation	15465

**ACTION AGENDA ITEM
BOARD MEETING
February 12, 2019**

TOPIC: APPROVE RECOMMENDATION TO SELECT TEXAS WESLEYAN UNIVERSITY TO PARTNER WITH FWISD TO OPERATE AND MANAGE SELECTED 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. The Board will consider and possibly take action on the recommendation to select Texas Wesleyan University to partner with the District to operate and manage FWISD Leadership Academy campuses.

Campuses included in this partnership recommendation 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

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Recommendation to select Texas Wesleyan University to partner with FWISD to operate and manage selected FWISD campuses
2. Decline to Approve Recommendation to select Texas Wesleyan University to partner with FWISD to operate and manage selected FWISD campuses
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Recommendation to select Texas Wesleyan University to partner with FWISD to operate and manage selected 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:

Initiating requests for partnerships provides an opportunity for Fort Worth ISD to improve students learning, increase the choice of learning opportunities within our public-school system, encourages different and innovative learning methods and for the District to benefit by increased funding per student in ADA for the selected campuses.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore

**ACTION AGENDA ITEM
BOARD MEETING
FEBRUARY 12, 2019**

TOPIC: APPROVE SCOPE ADJUSTMENT FOR TEA #083 YOUNG MEN'S LEADERSHIP ACADEMY IN THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

The original scope for the Young Men's Leadership Academy (YMLA) in the 2017 Capital Improvement Program was for the construction of a new school on a 2.41 acre site owned by Tarrant County College District via a long-term land lease. Upon further study of the site conditions, program requirements relative to the site and the available footprint of that property, it has been determined that the proposed site does not present the best option for the construction of a new YMLA facility.

A study of the existing YMLA facility confirmed that this site provides an excellent opportunity for the continuation of this successful program at the original location. Through expansion and modernization, this 1952 building can continue to be a cornerstone in the historic Stop Six neighborhood. Planning and design of these improvements will be sensitive to the architecture of the existing building while capturing the culturally rich history of the surrounding community.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Scope Adjustment For TEA #083 Young Men's Leadership Academy In The 2017 Capital Improvement Program
2. Decline to Approve Scope Adjustment For TEA #083 Young Men's Leadership Academy In The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Scope Adjustment For TEA #083 Young Men's Leadership Academy In The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

RATIONALE:

Utilizing the existing YMLA campus, a ten acre site, allows for the construction of a new gymnasium as well as a classroom addition to address the vigorous programming needs. This can be accomplished by taking a holistic approach, an all-inclusive look at the current facility and its amenities. Through effective planning and creative design the new scheme will give the campus a more collegiate atmosphere, one more conducive to support the rich educational opportunities of the single gender school known as the Young Men's Leadership Academy.

INFORMATION SOURCE:

Vicki Burris