

*Board of Education  
Regular Meeting  
October 23, 2018*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

---

Notice is hereby given that on October 23, 2018 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** - Ridglea Hills Elementary School
3. **RECOGNITIONS**
  - A. Recognition of Students Performing and Greeting Prior to the Meeting
  - B. Parent Engagement Recognition
  - C. National Hispanic Institute Leadership Program
  - D. Day of the Girl in Fort Worth ISD
  - E. Blue Zones
4. **REPORTS/PRESENTATIONS**
  - A. Public Private Partnerships
5. **LONE STAR GOVERNANCE**
  - A. Beginning of Year Progress Monitoring
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.)

- A. Board of Education Meeting Minutes
  - 1. September 25, 2018 - Regular Meeting 4
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
  - 1. Approve the Purchase of Cafeteria Equipment 12
  - 2. Approve Interlocal Agreement Between the City of Fort Worth and FWISD for After School Services for the 2018-2019 School Year 22
  - 3. Approve Interlocal Agreement for City Provided After School Services at Leadership Academy at Como Elementary School for the 2018-2019 School Year 52
  - 4. Approve Interlocal Agreement for City Provided After School Services at Greenbriar Elementary School and DeZavala Elementary School for the 2018-2019 School Year 61
- C. Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District 67
- D. Approve Memorandum of Understanding (MOU) with Region 11 for Instructional Services, Materials and Professional Development Training for Middle School Science Teachers in Fort Worth ISD 86
- E. Approve Appraisers for the T-TESS Appraisal System 91
- F. Approve Budget Amendment and Budget Increase for Bid Package 017 Tanglewood Elementary School (RFP 15-036) in the 2013 Capital Improvement Program 102
- G. Approval of Minutes of the August 20, 2018 Citizens' Oversight Committee Meeting for the 2013 Capital Improvement Program 108

## 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 (Section 551.071)
- B. Texas Government Code Section 551.074. 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
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

**12. RECONVENE IN REGULAR SESSION - BOARD ROOM**

**13. ACCEPT CONSENT AGENDA**

**14. ACTION ITEMS**

- A. Item/Items Removed from Consent Agenda

**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 the 2018-2019 Campus Educational Improvement Plans (CEIP) 117
- E. Authorization for Superintendent or Designee to Negotiate and Enter into Contracts for Public Private Partnership (P3) Professional Services and to Approve Resolution to Reimburse the General Fund for P3 Expenditures Incurred from the Proceeds Obtained Through the Financing of Qualified Projects 120
- F. Approve Resolution Recognizing Day of the Girl in Fort Worth ISD 129
- G. Consider the Level III Grievance of Stephanie Ruiz (convene in closed session, if necessary)
  - 1. 10 Minutes - Presentation by Employee and/or Representative
  - 2. 10 Minutes - Presentation by District Representative
  - 3. 10 Minutes - Questions from Board Members
  - 4. 15 Minutes - Board Deliberations (in closed session)
  - 5. Render Decision, if any, on the Level III Grievance (in open session)

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

**17. ADJOURN**

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 23, 2018**

**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 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 Texas Code chapter 551 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 September 25, 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 September 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 September 20, 2018 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING SEPTEMBER 25, 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 September 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 September 20, 2018.

/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 5:33 p.m.

The following Board Members were present:

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

Absent: Christene Moss  
Jacinto Ramos

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  
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 - Leadership Academy at Como Elementary School

3. RECOGNITIONS

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

Greeters were JROTC students from North Side High School.

(Needham arrived at 5:35 p.m.)

B. Hispanic Heritage Month

C. American Indian Heritage Day

moment of silence for Edgar Razo

4. LONE STAR GOVERNANCE

A. System of Great Schools

Dr. Scribner gave opening comments before the presentation was turned over to Sajade Miller.

Dr. Sutherland requested reports be received in advance.

5. PUBLIC COMMENT

Speakers:

Leroy Pena

Robert Franklin

Steven Poole

Cleveland Harris

Jennifer Smith

Dr. Blair Meyer, UT Southwestern

Ed Austin

(Ashley Paz arrived 6:25 p.m.)

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

The meeting was recessed at 6:26 p.m. and reconvened at 6:37 p.m.

7. DISCUSSION OF AGENDA ITEMS
  
8. CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)
  - A. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
    1. Approval of College/Career Exploration System
    2. Approve the Purchase of Nearpod Future Ready License
    3. Approve Annual Renewal of Follett Destiny Library Management Software
    4. Approve Expenditure for Waste Management Services
    5. Approve Ratification of HVAC Chiller Purchase for M. H. Moore Elementary School
    6. Approve Maintenance Agreement for On-Site Technical Services for Automated Logic Energy Management System
    7. Approval to Pay Rainwater Consultant to Coach and Facilitate PK3 Teachers Professional Development
    8. Approve Middle School and Innovation Campuses Coaching Support for Best Practices
  
  - B. Approval of Interlocal Cooperation Agreement for Operation of Haltom City School-Based Health Center
  
  - C. Approve Interlocal Agreement Between Fort Worth ISD and the City of Fort Worth for School Resource Officer Program for the 2018-2019 School Year
  
  - D. Authorization for Superintendent or Designee to Negotiate and Enter into a Contract for Operational Efficiency Study Services
  
  - E. Approval to Offer Tax Foreclosed Properties for Current TAD Land Value Through Sealed Bid Sale
  
  - F. Authorization to Enter into Contracts for JOC Hazmat Abatement Services for the 2017 Capital Improvement Program

- G. Authorization to Enter into Contracts for Surveying Services for the 2017 Capital Improvement Program
9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
  10. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.
    - A. Seek the Advice of Attorneys (Section 551.071)
    - B. Texas Government Code Section 551.074. 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
    - C. Security Implementation (Section 551.076)
    - D. Real Property (Section 551.072)
  11. RECONVENE IN REGULAR SESSION - BOARD ROOM  
The meeting was reconvened at 7:04 p.m.
  12. ACCEPT CONSENT AGENDA  
  
Motion was made by Ann Sutherland, seconded by Anael Luebanos, to approve CONSENT AGENDA.  
  
The motion was unanimously approved.
  13. ACTION ITEMS
    - A. Item/Items Removed from Consent Agenda
  14. ACTION AGENDA ITEMS  
  
There was no action required on items A., B., and C.
    - A. Take Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

- B. Take Action to Approve the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Recommendation to Terminate Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Attendance Boundary for Elementary School #229 - Tanglewood Relief

Motion was made by Ann Sutherland, seconded by T.A. Sims, to approve Attendance Boundary for Elementary School #229 - Tanglewood Relief.

The motion was unanimously approved.

- E. Approve Resolution Honoring American Indian Heritage

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve Resolution Honoring American Indian Heritage.

The motion was unanimously approved.

(Trustees Moss and Ramos were attending conferences on behalf of Fort Worth ISD and also later signed the resolution.)

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

16. ADJOURN

The meeting was adjourned at 7:14 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  
October 23, 2018**

**TOPIC: APPROVE THE PURCHASE OF CAFETERIA EQUIPMENT**

**BACKGROUND:**

The Child Nutrition Service Department is requesting permission for the purchase of cafeteria equipment for several schools. The equipment has either exceeded its life cycle or has experienced repeated maintenance issues that have resulted in inefficient equipment. The cafeteria equipment consists of refrigerators, freezers, heated cabinets, ovens and dishwashers. Through RFCSP 19-017 the vendors were identified for the procurement of the equipment.

**STRATEGIC GOAL:**

**Relates to Strategic Goal 2: Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Purchase Of Cafeteria Equipment
2. Decline to Approve The Purchase Of Cafeteria Equipment
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve The Purchase Of Cafeteria Equipment

**FUNDING SOURCE**

*Additional Details*

Special Revenue

701-35-6398-001-999-99-540-000000

**COST:**

\$1,216,086.91

**VENDOR:**

Acemart Restaurant Supply	\$755,657.41
BHS Food Services	\$ 37,343.70
Mission Restaurant Supply	\$403,085.80

**PURCHASING MECHANISM**

Bid Number: 19-017

Number of Bid/Proposals received: 9

HUB Firms: 1

Compliant Bids: 9

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

#	School Name	#	School Name
002	Arlington Heights High School	141	Meadowbrook Elementary School
005	Dunbar High School	147	Morningside Elementary
006	Eastern Hills High School	150	Oakhurst Elementary School
014	Southwest High School	152	Oaklawn Elementary School
045	Leadership Academy at Forest Oak Middle	153	A.M. Pate Elementary School
047	Handley Middle School	157	Luella Merritt Elementary School
048	William James Middle School	159	Versia Williams Elementary School
050	McLean Middle School	160	Maudrie M. Walton Elementary
051	W.A. Meacham Middle School	161	Sam Rosen Elementary
051	Meacham Middle School	162	Sagamore Hill Elementary School
052	Meadowbrook Middle School	163	Bruce Shulkey ES
053	Monnig Middle School	186	David K Sellars Elementary School
058	Stripling Middle School	187	J.T. Stevens
059	J. Martin Jacquet	190	Riverside Applied Learning Center
060	Wedgwood 6th Grade	206	Bill J. Elliot Elementary School
061	Leonard Middle School	208	T.A. Sims Elementary School
084	World Languages Institute	224	M.G. Ellis Primary
101	Alice Carlson Applied Learning Center	927	WHSE Emergency Stock School Delivery
107	Burton Hill	TCC	Tarrant County College
117	Como Elementary		
122	Diamond Hill		
123	S.S. Dillow Elementary		
124	Maude I Logan ES		
127	C.C. Moss Elementary School		
132	Glenn Park Elementary		
137	Hubbard Heights Elementary		

**RATIONALE:**

Due to lack of a functional equipment at the school premises, the effectiveness of the school cafeteria operation is affected. The necessary requirement of providing hot or cold meals to the students (depending upon the functionality of the equipment) and maintenance of sanitation, is impaired if the food is not served or stored according to the USDA and HACCP guidelines due to equipment malfunction.

**INFORMATION SOURCE:**

Art Cavazos  
Angela Lowe

**Refrigeration Replacement Schools 2018**

School #	
163	Bruce Shulkey ES
127	C.C. Moss Elementary School
045	Leadership Academy at Forest Oak Middle
224	M.G. Ellis Primary
124	Maude I Logan ES
141	Meadowbrook Elementary School
152	Oaklawn ES
208	T.A. Sims Elementary School
051	W.A. Meacham Middle School
153	A.M. Pate Elementary School
101	Alice Carlson Applied Learning Center
002	Arlington Heights High School
206	Bill J. Elliot Elementary School
186	David K Sellars Elementary School
005	Dunbar High School
006	Eastern Hills High School
047	Handley Middle School
160	Maudrie M. Walton Elementary
050	McLean Middle School
053	Monnig Middle School
150	Oakhurst Elementary School
190	Riverside Applied Learning Center
162	Sagamore Hill Elementary School
123	S.S. Dillow Elementary
159	Versia Williams Elementary School
060	Wedgwood 6th Grade
048	William James Middle School
084	World Languages Institute
927	WHSE Stock for emergency school delivery
TCC	



Child Nutrition Services

## Dish Machine Replacement Schools 2018

School #		Current Machine type	Direction
014	Southwest High School	C44	R
045	Forest Oak	C44	R
050	McLean Middle School	C44	R
051	Meacham Middle School	C44	R
052	Meadowbrook Middle School	C44	L
058	Stripling Middle School	C44	R
059	J. Martin Jacquet	C44	L
061	Leonard Middle School	C44	R
107	Burton Hill	C44	L
117	Como Elementary	C44	L
122	Diamond Hill	C44	L
132	Glenn Park Elementary	C44	R
137	Hubbard Heights Elementary	C44	R
141	Meadowbrook Elementary	C44	R
147	Morningside Elementary	C44	R
153	A.M. Pate Elementary	C44	R
157	Luella Merritt	C44	R
161	Sam Rosen Elementary	C44	R
186	David K. Sellars	C44	L
187	J.T. Stevens	C44	L

RFP 19-017 CNS Cafeteria Equipment Price Sheet

Line Item#	Brand/Model	Specifications	Pre-bid Unit Price	Quantity	Total Price of each equipment quoted									Lowest price	Awarded Vendor
					ACE	AUTO	BHS	CHEF	DOUG	MISS	PASC	SAM	SUPF		
1	Traulsen AHF132W-HHS	Traulsen Model AHF132W-HHS REACH-IN HEATED CABINET 83.25(h) x 29.88(w) x 35(d)	\$ 6,020.00	5	28596.05	NB	32987.55	35,074.55	32,654.85	28,795.25	30,700.00	34,581.35	29,800.00	\$ 28,596.05	ACEMART
2	Traulsen AHT232NUT-HHS	Traulsen Model AHT232NUT-HHS REACH-IN REFRIGERATOR 83.25(h) x 52.13(w) x 35(d)	\$ 8,040.00	20	154851.2	NB	178475.6	189766.6	176672.6	155793.6	166100	178475.2	161700	\$ 154,851.20	ACEMART
3	Traulsen AHT232WUT-HHS	Traulsen Model AHT232WUT-HHS REACH-IN REFRIGERATOR 83.25(h) x 58(w) x 35(d)	\$ 8,530.00	19	154179.3	NB	177701.30	188943.22	175906.18	155117.71	165395.00	177700.92	160750.00	\$ 154,179.30	ACEMART
4	Traulsen AHT232NPUT-HHS	Traulsen Model AHT232NPUT-HHS PASS-THRU REFRIGERATOR 83.25(h) x 52.13(w) x 37.94(d)	\$ 11,520.00	3	35312.46	NB	40734.33	43311.42	40323.51	35557.56	37905	42646.89	46950	\$ 35,312.46	ACEMART

17

RFP 19-017 CNS Cafeteria Equipment Price Sheet

Line Item#	Brand/Model	Specifications	Pre-bid Unit Price	Quantity	Total Price of each equipment quoted									Lowest price	Awarded Vendor
					ACE	AUTO	BHS	CHEF	DOUG	MISS	PASC	SAM	SUPP		
5	Traulsen AHT132EUT-HHS	Traulsen Model AHT132EUT-HHS REACH-IN REFRIGERATOR 83.25(h) x 33.25(w) x 35(d)	\$ 7,960.00	1	7618.75	NB	8781.08	9336.6	8692.37	7665.12	8170	8781.07	7990	\$ 7,618.75	AcEMART
6	Traulsen ALT232NUT-HHS	Traulsen Model ALT232NUT-HHS REACH-IN FREEZER 83.25(h) x 52.13(w) x 35(d)	\$ 9,160.00	3	26438.73	NB	30472.29	32406	30164.46	26599.65	28350	30472.23	27672	\$ 26,438.73	ACEMART
7	Traulsen ALT232WUT-HHS	Traulsen Model ALT232WUT-HHS REACH-IN FREEZER 83.25(h) x 58(w) x 35(d)	\$ 9,380.00	2	18035.26	NB	20786.74	22101.8	20576.76	18145.02	19340	20786.72	18750	\$ 18,035.26	ACEMART
8	Traulsen AHF132WP-HHS	Traulsen Model AHF132WP-HHS PASS-THRU HEATED CABINET 83.25(h) x 29.88(w) x 37.94(d)	\$ 7,580.00	12	85100.52	NB	98152.8	104362.44	97162.56	85678.8	91320	101977.8	89150	\$ 85,100.52	ACEMART

RFP 19-017 CNS Cafeteria Equipment Price Sheet

Line Item#	Brand/Model	Specifications	Pre-bid Unit Price	Quantity	Total Price of each equipment quoted									Lowest price	Awarded Vendor
					ACE	AUTO	BHS	CHEF	DOUG	MISS	PASC	SAM	SUPP		
9	Traulsen AHT132WUT-HHS	Traulsen Model AHT132WUT-HHS REACH-IN REFRIGERATOR 83.25(h) x 29.88(w) x 35(d)	\$ 6,290.00	2	11969.8	NB	13795.94	14668.72	13656.58	12042.66	12840	13795.92	12490	\$ 11,969.80	ACEMART
10	Traulsen AHT232WPUT-HHS	Traulsen Model AHT232WPUT-HHS PASS-THRU REFRIGERATOR 83.25(h) x 58(w) x 37.94(d)	\$ 10,850.00	1	11966.39	NB	13803.51	14676.81	13664.3	12049.28	12845	13801.83	12540	\$ 11,966.39	ACEMART
11	Traulsen AHT132WPUT-HHS	Traulsen Model AHT132WPUT-HHS PASS-THRU REFRIGERATOR 83.25(h) x 29.88(w) x 37.94(d)	\$ 8,320.00	9	11966.39	NB	13803.51	14676.81	13664.3	12049.28	12845	13801.83	12540	\$ 11,966.39	ACEMART
12	Traulsen AHT132WUT-HHG	Traulsen Model AHT132WUT-HHG REACH-IN DISPLAY REFRIGERATOR, 1 SECTION 83.25(h) x 29.88(w) x 35(d)	\$ 6,290.00	1	6295.84	NB	7256.35	7715.41	7183.05	6334.16	6755	7256.34	6590	\$ 6,295.84	ACEMART

61

RFP 19-017 CNS Cafeteria Equipment Price Sheet

Line Item#	Brand/Model	Specifications	Pre-bid Unit Price	Quantity	Total Price of each equipment quoted									Lowest price	Awarded Vendor
					ACE	AUTO	BHS	CHEF	DOUG	MISS	PASC	SAM	SUPP		
13	Hobart CL44eN-	<b>Hobart Model CL44EN</b> DISHWASHER, CONVEYOR TYPE 68.5(h) x 44.75(w) x 31.25(d)*  <b>Remove the existing dishwasher at the school facility and install the Hobart CL44eN in its place. Please provide the custody of the old dishwasher to the FWISD CNS department technicians/staff.</b>	\$ 23,300.00	20	373085.8	325900	417050.4	441206.6	476038.6	373085.8	373000	414334.6	444600	\$ 373,085.80	MISSION*
13		DISHWASHER Installation		20	1500	0	3159	3159	0	1450	1600	3159	3222	\$ 30,000.00	MISSION*
14	Crescor Model H-137-UA-12D	<b>Crescor H-137-UA-12D</b> HOLDING CABINET, HEATED	\$ 3,800.00	9	32297.4	NB	31149.81	32789.25	33479.55	34515	34425	36068.22	35800	\$ 31,149.81	BHS FOOD
15	Carter-Hoffman GTH12	<b>Carter-Hoffman GTH12</b> GRIDLESS HEATED TRANSPORT CART	\$ 7,560.00	1	6648.78	NB	6193.89	6631.25	6475.86	6597.22	7130	7250.59	7160	\$ 6,193.89	BHS Food

20

RFP 19-017 CNS Cafeteria Equipment Price Sheet

Line Item#	Brand/Model	Specifications	Pre-bid Unit Price	Quantity	Total Price of each equipment quoted									Lowest price	Awarded Vendor
					ACE	AUTO	BHS	CHEF	DOUG	MISS	PASC	SAM	SUPF		
16	Blodgett Mark V - 100	Blodgett Mark V 100 - Convection Oven, double deck - Remove the existing convection oven at the school facility & install the Blodgett Mark V-100 in its place. Please provide the custody of the old oven to the FWISD CNS department. Installation is to be provided by the dealer or their agents	\$ 16,000.00	18	204426.72	NB	214272	234947.34	257035.5	246176.46	224100	204560.82	255430	\$ 204,426.72	ACEMART
16		Installation		18	18900	-	27000	27000	0	18000	16290	27000	17809.2	\$ 18,900.00	ACEMART*

Ace= Acemart Restaurant Supply, Auto= Auto-Chlor Services, BHS = BHSI Food Services, CHEF= Chef Depot Inc., Doug= Douglas Equipment, Miss= Mission Restaurant, Pasc=Pasco Brokerage, Sam= Sam Tell & Sons, Supf= Supreme Fixture. The purchase of Hobart CL44 dishwasher was not awarded to Auto-Chlor, as they proposed the dishwasher of their brand. Only one school from the entire district, Old World Language on Magnolia St, is the only location with this make/model. The purchase of the dishwasher was awarded to the next

Total Cost Distribution

Acemart	\$ 1,216,086.91
BHS Food Service	\$ 37,343.70
Mission Restaurant	\$ 403,085.80
<b>Total Project cost</b>	<b>\$ 1,656,516.41</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 23, 2018**

**TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT WORTH AND FWISD FOR AFTER SCHOOL SERVICES FOR THE 2018-2019 SCHOOL YEAR**

**BACKGROUND:**

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. An Interlocal Agreement that outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program for the 2018-2019 school year is attached. City Council has authorized its' duly authorized representative, Jesus Chapa, Assistant City Manager, to execute the agreement for the City. This is a renewal agreement.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Interlocal Agreement Between the City of Fort Worth and FWISD for After School Services for the 2018-2019 School Year
2. Decline to Approve Interlocal Agreement Between the City of Fort Worth and FWISD for After School Services for the 2018-2019 School Year
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Interlocal Agreement Between the City of Fort Worth and FWISD for After School Services for the 2018-2019 School Year

**FUNDING SOURCE**

*Additional Details*

General Fund

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

**COST:**

\$1,169,823

**VENDOR:**

City of Fort Worth

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth After School

**RATIONALE:**

The Interlocal Agreement constitutes the District's and the City's collaboration to provide after-school programs and services to Fort Worth students for the 2018-2019 school year.

**INFORMATION SOURCE:**

Raul Pena  
Cherie Washington  
Michael Steinert  
Miguel Garcia, Jr.



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

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

**RECITALS**

**WHEREAS**, City has determined that After School Programs are necessary to support crime prevention in the City during Fiscal Year 2019 to meet one or more of the Crime Control and Prevention District ("CCPD") goals, which are (1) to support efforts to reduce violent crime and gang-related activities through enhanced enforcement activities and crime prevention programs, (2) to support efforts to increase the safety of residents and to decrease crime throughout Fort Worth neighborhoods, and (3) to support efforts to increase the safety of youth and reduce juvenile crime through crime prevention and intervention programs; and

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

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

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

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

**AGREEMENT DOCUMENTS**

The Contract documents shall include the following:

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

5. Exhibit D – Program Activities Report
6. Exhibit E – Program Effectiveness Measurement Report
7. Exhibit F – Request for Budget Modification

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

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

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

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

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

## **1. AGREEMENT**

District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A,” Fort Worth ISD After-School Program Goals, Performance Measures and Outcomes Fiscal Year 2019 attached, and incorporated herein for all purposes incident to this Agreement. District agrees to spend the Program Funds in accordance with its approved Budget Summary and Budget Narrative, described in Exhibit “B,” attached and incorporated herein for all purposes incident to this Agreement. City and District together covenant and agree to fully cooperate in the operation of this project and both parties agree that:

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

### District – Four Positions

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

### City of Fort Worth – Four Positions

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

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

Community Members – Five Positions

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

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

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

The Coordinating Board shall have the following responsibilities;

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

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

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

## **2. ADMINISTRATION AND RECORDS / REPORTS**

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

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

### **B. CITY will:**

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

### **C. DISTRICT will:**

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

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

### **3. RECORDS AND TRAINING**

#### **A. Records to be submitted to CITY by DISTRICT:**

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

- B. Records to be maintained on site:
  - 1. Participant registration
  - 2. Parental consent forms
  - 3. Written Safety Policy and Procedures
  - 4. Disciplinary actions
  - 5. Staff training records
  
- C. Reports that provide a method of evaluation for improvements in Academics, Social Skills, and Recreational Activities.
  - 1. Pre-program
  - 2. Mid-year
  - 3. Post program

**4. Responsibilities of District.** District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A” – Program Scope of Work, attached, and incorporated herein for all purposes incident to this Agreement. District shall be responsible for day-to-day administration of the FWISD After School Program. District agrees to expend the Program Funds in accordance with its FWISD After School Program budget, described in Exhibit “B,” attached. Program activities shall be reported in accordance with Exhibit “D,” attached and effectiveness measurements shall be reported in accordance with Exhibit “E,” attached.

**5. Program Funds.**

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

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

Submit the monthly RFR with an original signature by an authorized representative to the **Financial Management Division – Grant Management Section of the Fort Worth Police Department, ATTENTION: Grant Specialist, 505 West Felix Street Fort Worth, Texas 76115**. Reimbursements will not be made until after receipt of an acceptable and approved RFR and a monthly Program Activities Report. In addition, a quarterly Program Effectiveness Measurement Report from the District will be required as described in section 7.2 and must be

approved prior to reimbursements. Reimbursements shall be made within 30 days receipt of said documents.

5.3 District is authorized to adjust any categories in the budget as outlined in Exhibit “B,” in an amount not to exceed 5% of those particular categories without prior approval of City, as long as the total sum does not exceed the amount of the Program Funds; however, District must notify City in writing of any such adjustments. Any adjustment of more than 5% of any category must have written permission from City prior to any budget adjustment being made which shall be described in Exhibit “F.” If the City gives written approval of the District’s proposed Budget amendment, then the Amended Budget will take effect on the first day of the month following the month in which it was approved by City, unless otherwise specified in the amendment.

Budget adjustments shall be submitted to the **Financial Management Division - Grant Management Section of the Fort Worth Police Department, ATTENTION: Grant Specialist, 505 W. Felix Street, Fort Worth, Texas, 76115.**

**6. Term.** This Agreement shall commence upon October 1, 2018, and shall end on September 30, 2019. All of District’s expenditures under this Agreement must be completed no later than September 30, 2019.

**7. Program Performance.**

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

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

7.3 District agrees that the monthly Request for Reimbursement and Program Activities Report and quarterly Program Effectiveness Measurement Report will be submitted to City no later than the 15<sup>th</sup> day after the end of each month. If District is unable to provide the required reports by the deadline, District agrees to request an extension of time to submit the reports to City. District’s request for an extension must be made in writing. If the City, in its sole discretion, agrees to provide District with an extension, the extension shall not exceed a period of 15 days. Should District fail to timely submit the required reports or request an extension for submission, City will send a non-compliance letter notifying District’s duly authorized

representative of a possible suspension of program funding. If, at the end of this 15-day extension period, District has not submitted the required reports, City will send a non-compliance letter notifying District's duly authorized representative of a possible suspension of program funding.

## **8. Default and Termination.**

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

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

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

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

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

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

**9. Equipment and Maintenance.** All equipment purchased with Program Funds must meet all eligibility requirements of City. District shall maintain all equipment used in the administration and execution of the FWISD After School Program. District shall maintain, replace, or repair any item of equipment used in support of the FWISD After School Program and/or for use under the terms of this Agreement that no longer functions or is lost or stolen.



The cost for maintenance, replacement, or repair of any equipment used in support of the FWISD After School Program and/or for use under the terms of this Agreement is the sole responsibility of District. District shall not use Program Funds or City funds to repair or replace said equipment. District shall use any and all equipment purchased with Program Funds exclusively in support of the FWISD After School Program. Within 10 days following the purchase of equipment, District shall submit to City a detailed inventory of all equipment purchased with Program Funds to the Grant Management Section at the address set forth in paragraph 5.3 above. The equipment inventory shall include an itemized description of each piece of equipment, the date each piece of equipment was purchased, the cost of purchase for each piece of equipment, and the location of each piece of equipment.

## **10. Administrative Requirements.**

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

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

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

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

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

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

**11. Independent Contractor.**

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

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

**12. Liability.**

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

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

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

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

**14. Prohibition Against Interest.**

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

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

**15. Nondiscrimination.**

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

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

**16. Compliance.**

16.1 District, its officers, members, agents, employees, program participants, and subcontractors, shall abide by and comply with all laws, federal, state, and local, including all ordinances, rules, and regulations of City. If City notifies District in writing of any such

violation on the part of District or any of its officers, members, agents, employees, subcontractors, or program participants, then District shall immediately desist from and correct such violation.

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

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

**18. Insurance Requirement.**

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

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

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

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

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

**19. Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

City Attorney's Office

ATTN: Police Contracts  
200 Texas Street  
Fort Worth, TX 76102

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

Office of Legal Services  
100 N. University, Ste. 172  
Fort Worth, 76107

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

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

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

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

19.11 District, District's Employees, Subcontractors, Agents, or Licensees shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, District shall allow City to inspect copies of all I-9 forms and supporting eligibility documentation for each employee of the District, Subcontractors, Agents, or Licensees who performs work under this Agreement. District shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any District, Subcontractor, Agent, or Licensee employee who is not legally eligible to perform such services. TO THE EXTENT PERMITTED BY LAW, DISTRICT, OR DISTRICT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY DISTRICT, DISTRICT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES. City, upon written notice to District, shall have the right to immediately terminate this Agreement for violations of this provision by District.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]**

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

**CITY OF FORT WORTH**

**FORT WORTH INDEPENDENT  
SCHOOL DISTRICT**

Jesus J. Chapa  
Assistant City Manager

Dr. Kent P. Scribner  
Superintendent

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
Chief Joel F. Fitzgerald  
Chief of Police

**APPROVED AS TO FORM AND  
LEGALITY FOR FWISD**

**APPROVED AS TO FORM  
AND LEGALITY:**

\_\_\_\_\_  
FWISD Attorney

\_\_\_\_\_  
Thomas Royce Hansen  
Assistant City Attorney

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

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

\_\_\_\_\_  
Anael Luebanos  
Secretary, Board of Education

**ATTEST:**

\_\_\_\_\_  
Mary Kayser  
City Secretary

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

M&C Number: \_\_\_\_\_  
Form 1295 Certification No: NOT REQUIRED

**Contract Compliance Manager:**

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

\_\_\_\_\_  
Tiffany Moore  
Contract Compliance Specialist



## **EXHIBIT A**

### **SCOPE OF WORK**

The Scope of Work is to be performed and documented in compliance with the monthly program activities and quarterly effectiveness measurement reports outlined in exhibits D and E.

The mission of Fort Worth After School (FWAS) is: To provide quality before and after school programs in a safe environment that result in educational, physical and social development for elementary and middle school students.

Goals of the program include but are not limited to:

#### **A. Educational Competence**

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

#### **B. Physical and Social Development**

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

#### **C. Crime Reduction**

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

Project Base Learning (PBL) will take place at all FWAS campuses. PBLs will align with Texas Essential Knowledge and Skills (TEKS) that support and provide guidelines for successful completion of State of Texas Assessments of Academic Readiness (STAAR) test. Regular participants – defined as participating 45 days or more by Federal Government – will attend school more regularly, will receive fewer school office referrals and will earn improved grades. Well prepared adults will deliver structured afterschool enrichment programming a minimum of four days per week and a minimum of 10 -12 hours per week.

**EXHIBIT B**  
**BUDGET NARRATIVE FY 2019**

Please attach a detailed budget narrative that explains the need for all proposed expenditures by individual item. The budget narrative should clearly explain how funds will be used and why expenditures are necessary for successful implementation of your program. Please explain how costs are calculated.

- A. Program Personnel – Extra Duty pay for teachers at Rosemont Middle School (\$34,132). These teachers will provide all afterschool programming at this Site-based site.**
- B. Supplies and Services – FWAS is proposing to contract with Clayton Youth Services (\$690,924), YMCA (\$420,304), City of Fort Worth (\$115,980) and Camp Fire USA (\$38,660) as Fort Worth After School Providers during the 2018-2019 school year. The total amount required for these providers is \$1,265,868. Specific program dates and cost breakdown for elementary and middle school sites have been included below. These organizations would be responsible for full implementation of the FWAS program at each of their respective assigned campuses. A list of all school sites with respective contracted providers has been submitted to FWPD staff. FWAS/ FWISD would submit RFRs for up to, but not to exceed, \$1,300,000 for the 2018 fiscal year. Reimbursable expenses include compensation for personnel, supplies, field trips, parent events, contracted fine arts and enrichment providers and administrative expenses.**

**BUDGET - SY 2018-2019 ALLOCATION/ JOB DESCRIPTIONS & COMPENSATION RATES**

- Elementary School Totals for the 2018-2019 school year:

Program dates – September 4, 2018 – May 9, 2019 (124 Days/Program Re-start on Jan. 10, 2019)  
 50 Students  
 4 days a week (minimum)  
 School dismissal – 5:30 pm  
 Ratios - 15:1 Elementary School, 20:1 Middle School  
 Sixteen hours of Training with FWAS Staff for each employee

1 FWAS Site-Supervisor –	\$19.00**/hr x 128 days x 4.5 hrs./day =	\$10,944
3 FWAS Specialist -	\$14.00**/hr x 128 days x 3 hrs./day =	\$16,128
1 Teacher -	\$21.00/hr x 128 days x 1 hr/day x 10% fringe=	\$2,957
Supplies –		\$2,000
Fine Arts (Partial Provider or Agency Provided) –		\$2,117
Student Travel, Student Incentives, Parent Activities -		\$1,000
	<b>Total -</b>	<b>\$35,146</b>
	<u>Administrative Fee 10% -</u>	<u>\$ 3,514</u>
	<b>Grand Total -</b>	<b>\$38,660</b>

Middle School Totals for the 2018-2019 school year:

Program dates – September 4, 2018 – May 9, 2019 (124 Days/Program Re-start on Jan. 10, 2019)  
 50 Students  
 4 days a week (minimum)  
 School dismissal – 2.5 hours of out of school programming  
 Ratios - 15:1 Elementary School, 20:1 Middle School  
 Sixteen hours of Training with FWAS Staff for each employee

4 Teachers: \$23.10/hr x 124 days x 2.5 hrs./day x 4 staff =	\$28,644
Supplies:	\$2,000
Fine Arts (Partial Provider or Agency Provided):	\$2,000
Student Travel, Student Incentives, Parent Activities:	\$1,000
<b>Total -</b>	<b>\$33,644</b>
Administrative Fee 10%:	\$ 3,364
<b>Grand Total -</b>	<b>\$37,008</b>

**A cost breakdown per provide and by campus:**

Como ES	CFW	\$38,660	
Greenbriar ES	CFW	\$38,660	
DeZavala ES	CFW (3 Sites)	\$38,660	\$115,980
Diamond Hill ES	Camp Fire (1 Site)	\$38,660	\$38,660
Clarke, George C. ES	Clayton	\$38,660	
Glen Park ES	Clayton	\$38,660	
Howell, Natha ES	Clayton	\$38,660	
Hubbard Heights ES	Clayton	\$38,660	
Merrett, Luella ES	Clayton	\$38,660	
Moore, M.H. ES	Clayton	\$38,660	
John T White ES	Clayton	\$38,660	
Meadowbrook ES	Clayton	\$38,660	
Oakhurst ES	Clayton	\$38,660	
Oaklawn ES	Clayton	\$38,660	
Sagamore Hill ES	Clayton	\$38,660	
Western Hills Primary	Clayton	\$38,660	
Sims, T.A. ES	Clayton	\$38,660	
Worth Heights ES	Clayton	\$38,660	

Riverside MS	Clayton	\$37,008	
YMLA	Clayton	\$37,008	
Handley MS	Clayton	\$37,008	
Wilson, Richard ES	Clayton (18 Sites)	\$38,660	\$690,924

Carroll Peak ES	YMCA	\$38,660	
Kirkpatrick, M.L. ES	YMCA	\$38,660	
Washington Heights ES	YMCA	\$38,660	
Dillow, S.S. ES	YMCA	\$38,660	
W.M. James MS	YMCA	\$37,008	
Lowery Road ES	YMCA	\$38,660	
Logan, Maude I. ES	YMCA	\$38,660	
Mitchell Blvd. ES	YMCA	\$38,660	
Forest Oak MS	YMCA	\$37,008	
Eastern Hills ES	YMCA	\$38,660	
JP Elder MS	YMCA (11 Sites)	\$37,008	\$420,304

The following cost parameters/ guidelines have been established for full service contracted providers. All approved vendors have responded to a posted bid (Bid 15-100 ) through FWISD Purchasing Department.

**Program Costs**

**Percent of Budget\***

Personnel	May not be less than 70% and may not exceed 75%
Fine Arts/ Supplies/ Field Trips	15% -20%
Administrative Costs	Shall not exceed 10%
Certified Teachers	Shall be compensated at \$21.00 per hour

\* Providers not within these percentages must provide additional information to explain the discrepancies (not to exceed one page).

All Full Service/ Site-Based Providers will be required to submit funding reports on a monthly basis.

All Full Service/ Site-Based Providers will be required to utilize the following job titles and descriptions as approved FWAS providers:

**Job Title      FW After School Program Coordinator**

**Minimum Qualifications**

College Degree shall be required; Supervisory experience; Administrative experience; 5 years or more experience with school age children and /or educational equivalent experience

**Job Description**

Enhance goals of FWAS; evaluate sites through visits; administer budget; keep accurate attendance records; ensure program variety remains unique; communicate with principal and/or FWAS Supervisor to ensure goals of program are met; maintain attendance database and submit required paperwork; ensure program adheres to policies and guidelines set forth by FWAS. The program coordinator may be responsible for multiple sites.

**Job Title      FW After School Site Supervisor**

**Minimum Qualifications**

**High School Diploma or equivalent; 21 years of age;  
4 years or more experience with school age children  
and/or educational equivalent; prior supervisory experience**

**Job Description**

**Reports to FWAS Program Coordinator; responsible for on-site program delivery; provide daily administration of programs at school; plans, coordinates and implements high quality program; supervise after school staff; ensure positive working relationship with principal and school staff; maintain attendance database and submit required paperwork; ensure program adheres to policies and guidelines set forth by FWAS.**

**Job Title      FW After School Specialist**

**Minimum Qualifications**

High School Diploma or equivalent; experience working with school age children and/or educational equivalent; 18 years of age or older

**Job Description**

Responsible for delivery of program; closely supervises students; provide constant visual supervision of all students; assist in developing and implementing after school programs; reports to FWAS Site Supervisor

**Job Title      FW After School Specialist-Assistant**

**Minimum Qualifications**

High School student; No unsupervised activities with student participants; currently enrolled in high school; 16 years of age or older

Job Description

Supervises FWAS participants; assists in delivery of program; provide constant visual supervision of all students; reports to FWAS Site Supervisor

- C. Miscellaneous – There are no expenses associated with this category.**
- D. Facility and Utilities – There are no expenses associated with this category.**
- E. Direct Assistance – There are no expenses associated with this category.**
- F. Indirect Costs – Administrative – Expenses charged by contracted providers for support services and various office expenses such as telephones and shared copier services.**
- G. Indirect Costs – Legal, Financial, and Insurance –Insurance certificates for each of the sites.**

**Exhibit B**  
**Budget Summary**  
**Fiscal Year 2019**

<b>DIRECT PROGRAM COSTS (90% Minimum)</b>		<b>Total</b>
		<b>\$1,300,000.00</b>
<b>A. PERSONNEL</b>		
Extra Duty pay for Teachers at Rosemont MS		<b>\$34,132</b>
<b>PERSONNEL TOTAL:</b>		<b>\$0.00</b>
<b>B. FRINGE BENEFITS</b>		
None		
<b>FRINGE BENEFITS TOTAL</b>		<b>\$0.00</b>
<b>C. TRAVEL AND TRAINING</b>		
None		
<b>TRAVEL AND TRAINING TOTAL</b>		<b>\$0.00</b>
<b>D. EQUIPMENT</b>		
None		
<b>EQUIPMENT TOTAL</b>		<b>\$0.00</b>
<b>E. SUPPLIES</b>		
None		
<b>SUPPLIES TOTAL</b>		<b>\$0.00</b>
<b>F. CONTRACTS/CONSULTANTS</b>		
Contracts and Consultants; contracted providers at various sites (see budget narrative)		\$1,265,868
<b>CONTRACTS/CONSULTANTS TOTAL</b>		<b>\$1,300,000.00</b>
<b>G. OTHER APPROVED</b>		
None		
<b>OTHER APPROVED TOTAL</b>		<b>\$0.00</b>

<b>INDIRECT PROGRAM COSTS (10% Maximum)</b>		<b>Total</b>
		<b>\$0.00</b>
<b>A. PERSONNEL</b>		
None		
<b>PERSONNEL TOTAL:</b>		<b>\$0.00</b>
<b>B. FRINGE BENEFITS</b>		
None		
<b>FRINGE BENEFITS TOTAL</b>		<b>\$0.00</b>

<b>C. TRAVEL AND TRAINING</b>	
None	
<b>TRAVEL AND TRAINING TOTAL</b>	<b>\$0.00</b>
<b>D. EQUIPMENT</b>	
None	
<b>EQUIPMENT TOTAL</b>	<b>\$0.00</b>
<b>E. SUPPLIES</b>	
None	
<b>SUPPLIES TOTAL</b>	<b>\$0.00</b>
<b>F. CONTRACTS/CONSULTANTS</b>	
None	
<b>CONTRACTS/CONSULTANTS TOTAL</b>	<b>\$0.00</b>
<b>G. OTHER APPROVED</b>	
None	
<b>OTHER APPROVED TOTAL</b>	<b>\$0.00</b>
<b>GRAND TOTAL</b>	<b>\$1,300,000.00</b>





**Exhibit C  
Request for Reimbursement (RFR)  
FY 2019**

<b>Submit To:</b> Bob Bolen Public Safety Complex Attn: Alma Ibarra Financial Management Division 505 West Felix St. Fort Worth, TX 76115	<b>Submitting Agency:</b> FWISD/ FWAS
	<b>Contact Name:</b> Miguel Garcia, Jr.
	<b>Phone Number:</b> 817.871.3192
	<b>Email:</b> <a href="mailto:miquel.garcia24@fwisd.org">miquel.garcia24@fwisd.org</a>
	<b>Remit Address:</b> 2901 Shotts Street, FW, 76107
	<b>Invoice Number:</b> _____
	<b>Month of Request:</b> _____

DIRECT COSTS (90% Minimum)					
Budget Category	A	B	C	D	E
	Budget Amount	Total of Previous Reimbursements Requested	This Month's Request	(B+C) Total Requested To-Date	(A-D) Remaining Balance Available
A Personnel	\$ 34,132.00			\$ -	\$ 34,132.00
B Fringe Benefits				\$ -	
C Travel & Training				\$ -	
D Equipment				\$ -	
E Supplies					
F Contracts/Consultants	\$ 1,265,868.00				\$ 1,265,868.00
<b>Total Direct Costs</b>	\$ 1,300,000.00	\$ -	\$ -	\$ -	\$ 1,300,000.00

INDIRECT COSTS (10% Maximum)					
Budget Category	A	B	C	D	E
	Budget Amount	Total of Previous Reimbursements Requested	This Month's Request	(B+C) Total Requested To-Date	(A-D) Remaining Balance Available
A Personnel	\$ -			\$ -	\$ -
B Fringe Benefits	\$ -			\$ -	\$ -
C Travel & Training	\$ -			\$ -	\$ -
D Equipment	\$ -			\$ -	\$ -
E Supplies	\$ -			\$ -	\$ -
F Contracts/Consultants				\$ -	\$ -
G Other Approved					\$ -
<b>Total Indirect Costs</b>		\$ -	\$ -	\$ -	\$ -

Supporting documents required with monthly requests. This includes, timesheets depicting CCPD funded activities, copy of paychecks, invoices and receipts detailing all CCPD funded expenditures.

<b>Summary:</b>	
Total Budget:	\$ 1,300,000.00
Previous Requests:	\$ -
This Request:	\$ -
Total Requested To-Date:	\$ -
Remaining Funds:	\$ 1,300,000.00

*I have reviewed this request and certify that these listed expenses and support documentation are accurate.*

Authorized Signatory	Signatory Title	Date
----------------------	-----------------	------

Fiscal Agent Use Only			
Purchase Order #	Fund	Dept ID	Account

*RFR Approved For Payment*

Grant Staff Signature	Date
-----------------------	------

Finance Received Stamp Placed Below

***Exhibit D***  
 Fiscal Year 2019  
 Monthly Program Activities Report

Current Reporting Month	
Submitting Agency	Fort Worth ISD
Contact Name	Miguel Garcia
Phone Number and Email	817-871-3192 miguel.garcia24@fwisd.org
Remit Address	2901 Shotts Street Fort Worth, TX 76107

	Activity	Current Month Total	To Date Total	Year End Goal
1	Number of unduplicated participants at 34 CCPD funded sites:			
2	Number of regular participants at 34 CCPD funded sites. Regular participants attend the program 45 or more days of possible programming days.			2,650
3	Number of Homework Assistance/ Tutoring hours provided to students at 34 CCPD funded sites. Each site will provide, at a minimum, one hour of homework assistance at each site.			10,835
4	Percent of CCPD funded sites (34 sites) that will meet required ADA of 50 students per site at end of program year - May 2019.			100
5	Number of school office referrals for regular participants with 120 days of program participation (ES,MS)			92
6	Number of College Dream Plans created by regular students at 34 CCPD funded sites. Each Regular Student will be required to complete and manage/ update portfolio.			2,012
7	Number of Parent Activities at 34 CCPD funded sites (Each site is required to host a minimum of 4 programs each year).			325
8				

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

**Authorized Signatory**

**Signatory Title**

**Date**

FY 2019 Interlocal Agreement FWISD After School Program  
 CFW & FWISD – Exhibit D

***Exhibit E***  
 Fiscal Year 2019  
**Quarterly Program Effectiveness Measurement Report**

Current Reporting Quarter	
Submitting Agency	Fort Worth ISD
Contact Name	Miguel Garcia
Phone Number and Email	817-871-3192 <a href="mailto:miguel.garcia24@fwisd.org">miguel.garcia24@fwisd.org</a>
Remit Address	2901 Shotts Street Fort Worth, TX 76107

**Please include outcome narrative that describes how measure was accomplished for each quarter.**

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

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

**Authorized Signatory**

**Signatory Title**

**Date**

Report due each quarter: \*1<sup>st</sup> Quarter (Oct-Dec) due January 15  
 \*3<sup>rd</sup> Quarter (Apr-June) due July 15

\*2<sup>nd</sup> Quarter (Jan-Mar) due April 1  
 \*4<sup>th</sup> Quarter (Jul-Sep) due October 15



- Up to 5% of any budgeted line-item does not need prior approval but form must be sent to City with monthly RFR
- More than 5% of any budgeted line-item must have prior City approval
- An increase in a zero line-item must have prior City approval
- Modifications cannot be made between Direct and Indirect costs

**Exhibit F**  
**Request for Budget Modification**  
**Fiscal Year 2019**

Date	
Submitting Agency	
Contact Name	
Phone Number and Email	
Remit Address	

<b>DIRECT COSTS (90% minimum)</b>			
<b>Budget Category</b>	<b>Approved Budget</b>	<b>Change Requested</b>	<b>Revised Budget</b>
Personnel			
Fringe Benefits			
Travel and Training			
Equipment			
Supplies			
Contracts/Consultants			
Other Approved			
<b>Total Direct Costs</b>			

<b>INDIRECT COSTS (10% maximum)</b>			
<b>Budget Category</b>	<b>Approved Budget</b>	<b>Change Requested</b>	<b>Revised Budget</b>
Personnel			
Fringe Benefits			
Travel and Training			
Equipment			
Supplies			
Contracts/Consultants			
Other Approved			
<b>Total Indirect Costs</b>			

Modification Narrative (describe in detail what change is for)

*I have reviewed this request and certify that the listed modifications are correct.*

<b>Authorized Signatory</b>	<b>Signatory Title</b>	<b>Date</b>

<b>FYPD STAFF USE ONLY</b>	
<input type="checkbox"/> <b>Modification Approved</b>	<input type="checkbox"/> <b>Modification NOT Approved</b>

<b>FYPD Staff Signature</b>	<b>Date</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 23, 2018**

**TOPIC: APPROVE INTERLOCAL AGREEMENT FOR CITY PROVIDED AFTER SCHOOL SERVICES AT LEADERSHIP ACADEMY AT COMO ELEMENTARY SCHOOL FOR THE 2018 - 2019 SCHOOL YEAR**

**BACKGROUND:**

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

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Interlocal Agreement for City Provided After School Services at Leadership Academy at Como Elementary School for the 2018 - 2019 School Year
2. Decline to Approve Interlocal Agreement for City Provided After School Services at Leadership Academy at Como Elementary School for the 2018 - 2019 School Year
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Interlocal Agreement for City Provided After School Services at Leadership Academy at Como Elementary School for the 2018 - 2019 School Year

**FUNDING SOURCE**

*Additional Details*

General Fund  
Special Revenue

199-61-6299-0FN-999-30-395-000000 - \$38,660  
498-61-6299-LDA-117-24-409-000000-19L89 - \$136,934

**COST:**

\$175,595

There are no additional costs associated to the General Fund with this agreement. Funds have been approved through General Fund and Special Revenue Grant (Rainwater Charitable Foundation).

**VENDOR:**

City of Fort Worth - Neighborhood Services

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Leadership Academy at Como ES

**RATIONALE:**

This agreement establishes a service provision agreement between the District and the City to provide an after school program and services to students at Como ES for the 2018-2019 school year.

**INFORMATION SOURCE:**

Raul Pena  
Cherie Washington  
Michael Steinert  
Miguel Garcia, Jr.

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

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

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

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

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

WHEREAS, for more than a decade, the FWISD and City have entered into a series of Interlocal Agreements for the creation and operation of a Coordinating Board to oversee and operate after-school programs at selected FWISD schools as a juvenile crime prevention measure, with the most recent agreement being 49864 approved by the Fort Worth City Council on August 15, 2017 as Mayor and Council Communication C-28320 (the “Coordinating Board Agreement”);

WHEREAS, FWISD and City anticipate executing a new Coordinating Board Agreement to continue funding and operating the coordinating board and the after-school program for the 2018-2019 school year;

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

WHEREAS, the FWISD, on behalf of the Coordinating Board, and the City wish to enter into a new agreement so that the City, through its Neighborhood Services Department, may continue to provide the after-school program at Como Elementary School for the 2018-2019 school year.

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

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

1. SCOPE OF SERVICES. The City will implement and operate the after-school program at Como Elementary School pursuant to the terms of the Coordinating Board Agreement governing the 2018-2019 school year. The Coordinating Board, as authorized under the Coordinating Board Agreement, shall oversee the implementation and operation of said programs.
2. GOALS AND MISSION STATEMENT. The mission of the After-School Program at Como Elementary School shall be: “To enable needs-based after-school programs in a safe environment that result in educational, physical, and social development for elementary and middle school aged children.”

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

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

(b) Operational Imperatives are:

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

### 3. FUNDING.

(a) FWISD agrees to pay the City up to **One Hundred Seventy-Five Thousand, Five Hundred Ninety-Four Dollars and 00/100 (\$175,594.00)** to fund the operation of the After-School Program at Como Elementary School. The allocations by funding source are from Fort Worth After-School Full Service Provider General Fund \$38,660.00, and from Rainwater Charitable Foundation \$136,934.00. FWISD covenants and agrees that the funding for this Agreement shall not include any money originating from the City, including, but not limited to, funds from the City’s Crime Control and Prevention District.



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

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

4. TERM. The term of this Agreement is for a one-year period, effective beginning on July 1, 2018, and ending on June 30, 2019 and shall cover the entire 2018-2019 school year.

5. NON-APPROPRIATION OF FUNDS. It is expressly understood and agreed between the parties that this Agreement is wholly conditioned upon the actual receipt by the City of funds from the Fort Worth Crime Control and Prevention District. If, for any reason, at any time during any term of this Agreement, the City Council fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, the City may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery by the City to FWISD of written notice of the City's intention to terminate or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

6. TERMINATION OF AGREEMENT.

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

(b) This Agreement may be terminated by either party, in whole or in part, at any time with or without a reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the Agreement is being terminated and the effective date of termination. *If the Agreement is terminated, City will only be reimbursed for allowable expenses incurred by City up to the point of termination.*

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

If to City  
Fernando Costa  
Assistant City Manager  
City of Fort Worth

If to FWISD  
Dr. Kent Paredes Scribner  
Superintendent  
Fort Worth Independent School District

200 Texas Street  
Fort Worth, Texas 76102  
(817) 392-8180

100 N. University Dr.  
Fort Worth, Texas 76107  
(817) 871-2000

With a copy to:  
City Attorney's Office  
City of Fort Worth  
200 Texas Street  
Fort Worth, Texas 76102

With a copy to:  
General Counsel's Office  
Fort Worth Independent School District  
100 N. University Dr. **50172**  
Fort Worth, Texas 76107

8. INDEPENDENT CONTRACTOR. FWISD shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. FWISD shall have 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 omissions of its officers, members, agents, servants, and employees. Neither City nor FWISD shall be responsible under the doctrine of respondeat superior for the acts or omissions of officers, members, agents, servants, employees of the other. Nothing herein shall be construed as creating a partnership or joint enterprise between City and FWISD.
  
9. NONDISCRIMINATION.
  - (a) Neither the City nor FWISD nor any of their respective officers, members, agents, servants, employees, program participants, or subcontractors, while engaged in performing this Agreement, shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.
  
  - (b) The City and FWISD agree that, in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation or national origin, nor will FWISD permit its officers, agents, servants, employees, subcontractors, or program participants to engage in such discrimination.
  
10. SEVERABILITY. The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court 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.
  
11. WAIVER OF DEFAULT. No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provision, or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

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

13. EFFECT ON THIRD PARTIES.

(a) Nothing herein shall be deemed to constitute a waiver of any immunity or affirmative defense, which may be asserted by FWISD or the City as to any claim of any third party.

(b) Nothing herein shall be construed in any manner, to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.

14. INSURANCE. FWISD agrees to require its contractors to furnish the City with certificates of insurance, acceptable to the City, as proof that they secured and paid for a policy of commercial liability insurance covering all public risks related to work performed under this Agreement.

*The City is providing the service. Without contractors is this referring to?*

15. FORCE MAJEURE. If either Party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the Party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event. If a Force Majeure Event occurs, the City may, in its sole discretion, close or postpone the opening of its community centers, parks, or other City-owned and operated properties and facilities in the interest of public safety and operate them as the City sees fit.

16. APPLICABLE LAW AND VENUE.

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

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

- 17. HEADINGS. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
- 18. ENTIRE AGREEMENT. This written instrument constitutes the entire understanding of the parties hereto concerning the work and services to be performed. Any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void.
- 19. AMENDMENT. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples in Fort Worth, Tarrant County, Texas this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FORT WORTH**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Fernando Costa  
Assistant City Manager

By: \_\_\_\_\_  
Dr. Kent Paredes Scribner  
Superintendent

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Attorney for Fort Worth Independent School District

**ATTEST:**

\_\_\_\_\_  
Mary J. Kayser  
City Secretary

\_\_\_\_\_  
Anael Luebanos  
Secretary, Board of Education

**Contract Authorization**  
M&C: C-28320  
Date: August 15, 2017

STATE OF TEXAS

COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**Contract Compliance Manager:**

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

\_\_\_\_\_  
Sonia Singleton  
Assistant Director

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 23, 2018**

**TOPIC: APPROVE INTERLOCAL AGREEMENT FOR CITY PROVIDED AFTER SCHOOL SERVICES AT GREENBRIAR ELEMENTARY SCHOOL AND DEZAVALA ELEMENTARY SCHOOL FOR THE 2018 - 2019 SCHOOL YEAR**

**BACKGROUND:**

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

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Interlocal Agreement for City Provided After School Services at Greenbriar Elementary School and DeZavala Elementary School for the 2018 - 2019 School Year
2. Decline to Approve Interlocal Agreement for City Provided After School Services at Greenbriar Elementary School and DeZavala Elementary School for the 2018- 2019 School Year
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Interlocal Agreement for City Provided After School Services at Greenbriar Elementary School and DeZavala Elementary School for the 2018 - 2019 School Year

**FUNDING SOURCE**

*Additional Details*

General Fund

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

**COST:**

\$77,320

**VENDOR:**

City of Fort Worth - Park and Recreation

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Greenbriar ES and DeZavla ES

**RATIONALE:**

This agreement establishes a service provision agreement between the District and the City to provide an after school program and services to students at Greenbriar ES and DeZavla ES for the 2018-2019 school year.

**INFORMATION SOURCE:**

Raul Pena  
Cherie Washington  
Michael Steinert  
Miguel Garcia, Jr.



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

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

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

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

**WHEREAS**, the parties wish to continue their relationship by exercising the first renewal option.

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

**I.**

The City and FWISD hereby agree to renew and extend the Agreement for a one additional one-year period, effective beginning on August, 1, 2018 and expiring on July 31, 2019.

**II.**

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

2.1 FWISD agrees to pay the City annually Thirty-Eight Thousand, Six Hundred Sixty Dollars and No Cents (\$38,660.00) to fund the operation of the Program at Greenbriar Elementary School, and Thirty-Eight Thousand, Six Hundred Sixty Dollars and No Cents (\$38,660.00) to fund the operation of the Program at De Zavala Elementary School. FWISD and the City agree that these amounts fairly compensate the City for the operation of the Program. FWISD covenants and agrees that the funding for this Agreement shall not include any money originating from the City, including, but not limited to, funds from the City’s Crime Control and Prevention District.

**III.**

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

**IV.**

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

IN WITNESS WHEREOF, the parties hereto have executed this First Renewal and Amendment in multiples in Fort Worth, Tarrant County, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FORT WORTH**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Fernando Costa  
Assistant City Manager

By: \_\_\_\_\_  
Dr. Kent Paredes Scribner  
Superintendent

*Recommended by:*

\_\_\_\_\_  
Richard Zavala  
Director, Park & Recreation Department

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Paige Mebane  
Assistant City Attorney

ATTEST:

\_\_\_\_\_  
Mary J. Kayser  
City Secretary

M&C: C-28781  
Form 1295: N/A

**Contract Compliance Manager:**

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

By: \_\_\_\_\_  
Sandra Medina  
Program Coordinator

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 23, 2018**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN TCU COLLEGE ADVISING CORPS AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**BACKGROUND:**

The TCU College Advising Corps is housed in the Center for Public Education at the TCU College of Education. The program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, college and career readiness coaches and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the schools they eventually choose. The College Advising Corps has three main aims: to increase the college-going rate at partner schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, teachers and college and career readiness coaches foster a college-going culture.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District
2. Decline to Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District

**FUNDING SOURCE**

***Additional Details***

General Fund

199-31-6299-001-999-99-152-000000

**COST:**

140,000.00

**VENDOR:**

TCU

**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**

ACADEMIC ADVISEMENT DEPARTMENT  
GRANTS AND DEVELOPMENT

**RATIONALE:**

The reason for this MOU is for The Advising Corps, the District, and the Schools to work collaboratively to develop and implement programs and services that foster access to postsecondary education, include all students who wish to participate and who work in good faith to do so, outline current school-based efforts to foster access to postsecondary education; review Advising Corps programs and services to ensure that they complement and do not duplicate these existing efforts, and to establish clear and mutually agreeable for the implementation of Advising Corps programs and services. The District agrees to provide matching funds, in the amount of \$140,000 to support the costs associated with providing one full-time Advising Corps college adviser at each of the following District High Schools: Arlington Heights, Amon Carter-Riverside, Benbrook, Diamond Hill-Jarvis, Paul Laurence Dunbar, Eastern Hills, North Side, R.L. Paschal, Polytechnic, South Hills, Southwest, Green B. Trimble Technical, Western Hills, and O.D. Wyatt High Schools during the term of this agreement.

**INFORMATION SOURCE:**

Charles Carroll  
David Saenz  
Anita Perry  
Tracy Marshall

**Memorandum of Understanding**  
**TCU College Advising Corps & Fort Worth Independent School District**

The TCU College Advising Corps (formerly referred to as Advise TX) is housed in the Center for Public Education at the TCU College of Education. The program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, college and career readiness coaches and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the schools they eventually choose. The College Advising Corps has three main aims: to increase the college-going rate at partner schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, teachers and college and career readiness coaches foster a college-going culture.

To achieve the goals of the program, the TCU College Advising Corps seeks to foster strong and mutually rewarding partnerships with school districts, high schools, and their administrators, faculty, and staff. This memorandum of understanding has been developed to foster such a partnership by clarifying the expectations and responsibility of the TCU College Advising Corps (“the Advising Corps”), the **Fort Worth Independent School District** (“the District”), and the **following District High Schools** (“the School”):

**Arlington Heights, Amon Carter-Riverside, Benbrook, Diamond Hill-Jarvis, Paul Laurence Dunbar, Eastern Hills, North Side, R.L. Paschal, Polytechnic, South Hills, Southwest, Green B. Trimble Technical, Western Hills, and O.D. Wyatt High Schools.**

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

**The Advising Corps, the District, and the School agree to:**

- Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
- Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advising Corps programs and services to ensure that they complement and do not duplicate these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advising Corps programs and services.
- See the adviser as a professional, well-trained resource for students regarding college access.
- To meet with the adviser and project director before the 2018-2019 academic year to discuss the program expectations.

**The Advising Corps agrees to:**

- Identify, recruit, and hire a full-time adviser to serve the School for an average of 40 hours per week during the school year.
- Provide necessary and ongoing training, support, and professional development that will allow the adviser to fulfill his or her responsibilities to the School and its students including to ensure that the adviser complies with the FERPA provisions in this MOU.
- Provide assurance that all employees of the Advising Corps who have contact with students have passed a criminal history background check current within the last year.
- Employ a program director who will (a) supervise the adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the on-site liaison assigned by the School to ensure that the relationship between the adviser and the School remains strong and that the adviser is effectively serving students and advancing the three main aims of the Advising Corps; (c) meet with school-level post-secondary leadership teams; (d) engage in frequent dialogue with school teams around strategic collaboration and to assess progress towards the goals; (e) re-evaluate the work plan and make

adjustments as needed, but at least on an annual basis; (f) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the partnership and ensure that its goals are being met; (g) work with the on-site supervisor to establish a mutually agreeable work schedule for the adviser; (h) visit the school at least twice per academic year and (i) will remain open and available to address any issues or concerns that may arise.

- Require the advisor to utilize District programs (for example: FOCUS, Career Cruising, GO Center Kiosk Sign-in and the data collection College and Career Readiness Programs)
- Share monthly reports, relevant data and research with the District and School officials.
- Manage the program's administration and pay the full salary and benefits of each adviser assigned to the District.
- Work in good faith to develop funding that will sustain the partnership between the Advising Corps and the District beyond the current term
- Keep any and all student-level data provided by the School strictly confidential, in accordance with applicable local, state, and federal law, including as FERPA regulations except as may be required by law or regulation or under subpoena.
- Require the participation of the adviser in Advising Corps activities (for example: ongoing training, the development of funding, or programming activities at other schools) for no more than 10 days that the School is in session during the term of service specified above.
- Obtain the approval from the Grants, Compliance & Monitoring Department of FWISD to survey students for the College Advising Corps.

#### **The District and School agree to:**

- Welcome the adviser, work actively to facilitate their entry into the school community by treating them as a professional member of the school and facilitate the collaboration among the Advising Corps and any other college access, admissions, or financial-aid advising already present at the School.
- Provide a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
- Establish and maintain clear lines of communication with the adviser and project director in regards to staff policies, procedures, and expectations with which the adviser is expected to comply.
- Designate a school administrator/staff member to serve as the adviser's onsite liaison who will (a) serves as the adviser's primary resource and advocate within the school, facilitating the adviser's integration into the life of the school and providing appropriate advice and counsel; (b) work closely with the project director to ensure that the relationship between the adviser and the school remains strong and that the adviser is effectively serving students and advancing the three main aims of the College Advising Corps; ~~and~~ (c) work with the project director to establish a mutually agreeable work schedule for the adviser; (d) participate in the adviser's evaluation process; (e) meet with and engage in frequent dialogue with the Advising Corps project director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least annually; (g) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the collaboration and ensure that its goals are being met; and (h) report all issues concerning the adviser's performance to the Advising Corps project director.
- Supply access (within a reasonable amount of time) to student-level data (name, date of birth, year of graduation) for the purposes of advising, grant reporting, and program evaluation. The data collected falls within FERPA regulations and will be treated as confidential, except as may be required by law or regulation or under subpoena.
- Provide access (within a reasonable amount of time) to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA regulations. Adviser access to the District or School's mainframe to retrieve such information is preferred.



- Provide access to student data from the College Board's K12 Educator portal (K12 score reporting portal) to adviser, for the purpose of targeted college and career planning inclusive of PSAT/SAT scores, exam registration history, and AP potential.
- Ensure that the adviser is not arbitrarily assigned duties unrelated to their work plan such as clerical or manual labor or expected to fill temporary voids in your school's workload or assume ad hoc assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
- Ensure that the adviser does not serve as a facilitator or proctor of TSI or college-readiness testing.
- Provide the adviser with a reasonable working/meeting space with a computer, internet access, and daily access to phone and voicemail, including access to a photocopier/scanner, printer, and fax machine.
- Allow the adviser to disseminate and collect the annual College Advising Corps student surveys as approved by the Grants, Compliance and Monitoring Department of FWISD. (if applicable).
- Ensure that the adviser has access to and can utilize the program's web-based data collection tool, email, and a wireless internet connection on the adviser's laptop (if necessary).
- Provide the adviser with a comprehensive orientation to the School, with introductions to key administrators, teachers, and staff, an overview of the mission and culture of the School, and assist the adviser with obtaining a parking pass and School/District badge/identification.
- Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with a college adviser.
- Ensure that the adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the District or School.

#### **Local Match**

- The District agrees to provide matching funds, in the amount of \$140,000, to support the costs associated with providing one (1) full-time Advising Corps college adviser at each of the following District High Schools: **Arlington Heights, Amon Carter-Riverside, Benbrook, Diamond Hill-Jarvis, Paul Laurence Dunbar, Eastern Hills, North Side, R.L. Paschal, Polytechnic, South Hills, Southwest, Green B. Trimble Technical, Western Hills, and O.D. Wyatt** during the term of this agreement.
- The District agrees to submit payment in full to Texas Christian University, on behalf of the TCU College Advising Corps, in monthly installments of \$15,555 per month, starting with the first paying due and payable before October, 1, 2018, and by the first month thereafter for a period of nine months with the final payment of \$15,560 due and payable on or before June 1, 2019.

#### **Program Evaluation**

- External funding for the TCU College Advising Corps program is provided by both the National College Advising Corps (CAC) and the Texas Higher Education Coordinating Board (THECB). As a condition of external funding, the program will be evaluated on an ongoing basis.
- Data will be collected and managed through an evaluation team affiliated with Stanford University and contracted by the CAC. The District/School is expected to provide all necessary data requested by the evaluation team and CAC with the governance of FWISD Grants, Compliance and Monitoring Department. Data will be used for program evaluation and educational purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will be identified. A final copy of any report identifying FWISD whether written or in presentation form should be submitted to the Academic Advisement Department.
- Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information, intermediary goals, and college enrollment; and information on services provided to students. At the school level, the adviser will collect data to help target and track services and evaluate the program's success.

- The Advising Corps will comply with applicable Family Educational Rights and Privacy Act (FERPA) provisions and agrees to protect any confidential student information it receives or accesses that could make a student's identity traceable.

#### **Duration of Agreement**

- This agreement applies exclusively to the 2018-2019 academic school year and shall commence on August 1, 2018, and shall terminate on July 31, 2019 unless earlier termination or extension shall occur pursuant to any provision hereof.
- Costs associated with District/School participation in future years will be determined annually.

#### **Sovereign Immunity**

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

#### **Applicable Law**

This MOU shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Tarrant County, Texas, and all payments under the Contract shall be due and payable in Tarrant County, Texas.

#### **Dispute Resolution**

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

#### **Amendments**

- Modifications to the MOU shall only be made by written amendment and executed by the Advising Corps and the District. Fully executed amendments will then become part of the MOU agreement.

#### **Termination**

- This MOU will automatically terminate at the end of the agreement on July 31, 2019, as noted above.
- Any party may terminate this MOU (for cause) by giving ninety days' written notice to the other party.
- The Advising Corps may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that the Advising Corps is unable to obtain additional funds for such purpose.

By signing, I certify that I have read and agree with the terms of the Memorandum of Understanding and officially authorized to sign and execute on behalf of my institution:


**Fort Worth Independent School District**

\_\_\_\_\_  
Signature Date

Tobi Jackson, Board President, Fort Worth ISD  
Print Name and Title

\_\_\_\_\_  
Signature Date

Dr. Kent Paredes Scribner, Superintendent, Fort Worth, ISD  
Print Name and Title

  
\_\_\_\_\_  
Charles Carroll  
Chief Academic Officer

**Texas Christian University**

\_\_\_\_\_  
Signature Date

Dr. Mary M. Patton, Dean, TCU College of Education  
Print Name and Title

\_\_\_\_\_  
Signature Date

Dr. Tim Barth, Interim Associate Provost for Research, Texas Christian University  
Print Name and Title

**DISTRICT CONTACTS:**

**School District Central Point of Contact (Superintendent, District Administrator, or Principal)**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

**Additional: School District Central Point of Contact (Superintendent, District Administrator, or Principal)**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

**Data Contact**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

**Human Resources Contact**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

**TCU COLLEGE ADVISING CORPS CONTACTS:**

ADDRESS : TCU College of Education  
J.E. & L.E. Mabee Foundation Education Complex  
Bailey Building & Palko Hall  
3000 Bellaire Drive N.  
Fort Worth, TX 76109

TCU Contact :

NAME : Dr. Mary Martin Patton  
TITLE : Dean, TCU College of Education  
PHONE : (827) 257-7663  
EMAIL : m.patton@tcu.edu

Program Contact :

NAME : Matt Burckhalter  
TITLE : Director, TCU College Advising Corps  
PHONE : (817) 257-4746  
EMAIL : m.burckhalter@tcu.edu

**Appendix A:** Approval from the Fort Worth ISD Grants, Compliance & Monitoring Department to survey District students for the College Advising Corps.

Texas Christian University (TCU) is required annually by the Texas Higher Education Coordinating Board (THECB) and the National College Advising Corps (CAC) to survey participants at randomly selected high schools to evaluate program services.

Attached is an example of the survey used by program evaluators in 2018.

Fort Worth ISD's Grants, Compliance & Monitoring Department provides approval for the Advising Corps to survey district students using a modified version of the 2017-18 survey at randomly selected high schools as determined by program evaluators. The 2019 survey should not significantly differ from the 2018 survey without additional review and approval from the District. District approval must be obtained before this agreement can be fully-executed by the University.

**Fort Worth Independent School District**

---

Signature

Date

---

Print Name and Title

**Texas Christian University**

---

Signature

Date

---

Dr. Tim Barth, Interim Associate Provost for Research, Texas Christian University

Print Name and Title

**MARKING DIRECTIONS**

- Use a black or blue pen.
- Fill in your response completely. Mark out any answers you wish to change with an "X".

**HOW TO MAKE A CORRECTION:** 

- What is your gender?**  
 Male     Female     Non-binary
- What is your race/ethnicity?**  
 (Select all that apply)  
 American Indian/Alaska Native  
 Asian  
 Black or African American  
 Hispanic/Latino  
 Native Hawaiian or Other Pacific Islander  
 White
- What is your overall grade point average (GPA)? (for example 3.25)**  
  .
- Is your GPA weighted or unweighted?**  
 weighted     unweighted
- What math class are you currently taking or have most recently taken? (Mark one)**  
 Algebra I     Algebra II/Trig  
 Geometry     Pre-Calculus  
 Calculus     Probability/Statistics  
 Other \_\_\_\_\_  
 (Please specify)
- How many Advanced Placement (AP) courses have you taken in high school? (Mark one)**  
 None     1-2     3-4     5+
- Did either one of your parents graduate from a 4-year college or university?**  
 Yes     No     I don't know
- Have any of your siblings attended or graduated from a 4-year college?**  
 Yes     I don't have siblings  
 No     I don't know
- What is the highest academic degree that you intend to obtain?**  
 High school diploma (or G.E.D.)  
 Vocational certificate or 2-year degree (AA, AS, etc.)  
 Bachelor's degree (BA, BS, etc.)  
 Master's degree (MA, MS, MBA)  
 Doctorate/professional degree (PhD, MD, JD, DDS, etc.)
- What do you plan to do next year after high school? (Mark all that apply)**  
 Work full-time     Work part-time  
 College full-time     College part-time  
 Join the military     I'm undecided  
 Trade/Vocational program

- For you personally, how important are each of the following reasons to go to college? (Mark one for each)**  

	Not Important	Somewhat Important	Very Important
My parent(s) expect me to go .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My teacher(s) expect me to go.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My school counselor(s) expect me to go	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My CAC adviser (Mr. Garcia) expects me to go .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I've learned college can be affordable .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I've learned I can do college-level work.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can likely get into my 1st-choice college	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My friends are going to college .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I've learned the career I'm interested in requires a college degree .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I've learned that a college degree will increase my earning potential.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
- For you personally, how important are each of the following reasons to not attend college right after high school? (Mark one for each)**  

	Not Important	Somewhat Important	Very Important
My parent(s) expect me to work .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I need to earn money to help family .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am not prepared for college-level work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can start my career without college .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My friends are working .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can't afford to go to college .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I do not believe that I belong for social reasons .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Colleges are too far away .....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
- In what grade did you first start thinking about attending college?**  
 Never     9th     11th  
 Before 9th grade     10th     12th
- Thinking back to the fall of your junior year, what were your plans following high school graduation? (Mark all that apply)**  
 Work full-time     Work part-time  
 College full-time     College part-time  
 Join the military     I was undecided  
 Trade/Vocational program
- Since entering high school, how many times have you....**  
 (Mark one for each item)  

	None	1-2 times	3-4 times	5-10 times	More than 10 times
Visited a college or university	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Attended a college information workshop and/or met with college representative	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Attended a career information session or event	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Taken an ACT/SAT prep course	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Participated in Khan Academy's SAT Test Prep	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Attended a financial aid workshop or info session	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Applied for a scholarship	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Taken a class for college-level credit (AP, IB, Dual Enroll)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Taken a vocational class leading to a certificate (cosmetology, automotive, etc)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
- Please indicate the extent to which you agree or disagree with the following statements about your school. (Mark one for each item.)**  

	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree
There are <u>a lot</u> of posters and other college-related information displayed throughout my school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
People at my school do <u>not</u> talk much about preparing students for college.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Many students at my school do <u>not</u> expect to go to college.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My school is <u>very</u> focused on getting students to attend college.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u>Most</u> teachers talk about college in class.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Many students receive <u>little or no</u> college counseling.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

- How many times have you taken the following tests?**  

	None	1-2 times	3-4 times	5-10 times	>10 times
PSAT	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ACT PLAN	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ACT	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
SAT I	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
SAT II	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ACCUPLACER/COMPASS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
AP subject test	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
- When was the first time you took a college entrance exam such as the ACT or SAT? (Mark one)**  
 never took either     10<sup>th</sup> grade  
 8<sup>th</sup> grade     11<sup>th</sup> grade  
 9<sup>th</sup> grade     12<sup>th</sup> grade
- How many colleges did you submit an application and transcript to? (If you submitted a common application for multiple schools, count each school individually.)**  
 None     4  
 1     5  
 2     6 or more  
 3
- Did you apply to your first-choice school? (Mark one)**  
 Yes, and I was accepted  
 Yes, and I was not accepted  
 Yes, but have not heard yet  
 No, I did not apply to my first-choice school  
 Not applicable- I did not apply to any schools

*Please continue on the next side...*

**21. How often have you discussed the admission requirements to get into college (any institution) with each of the following people?**

None 1-2 times >3 times

Your parent(s)/guardian(s).....

Mr. Garcia (CAC adviser) .....

School counselor .....

A teacher at your school.....

Current college students .....

Your brother or sister.....

Another relative/family friend/mentor

A college representative or recruiter

A high school sports coach .....

A private college counselor .....

**22. What kinds of colleges have you considered, applied to, and been accepted to? (Mark all that apply)**

Considered Applied Accepted

4-year public college in your state .....

4-year private college in your state .....

4-year public college out of state .....

4-year private college out of state .....

2-year public college .....

Technical or vocational school .....

A US military academy.....

Other .....

**23. How many colleges have you been accepted to? (Mark one)**

Not applicable- I did not apply to college

I'm waiting to hear  none

1  3  5

2  4  6 or more

**24. Approximately how many times this year did you meet with or speak to the CAC adviser, Mr. Garcia?**

None  2-3 times  6-10 times

1 time  4-5 times  more than 10 times

**25. Did Mr. Garcia help you complete a college application?**

Yes  No

**26. Approximately how many times has Mr. Garcia presented in one of your classes this year?**

None  2-3 times  6-10 times

1 time  4-5 times  more than 10 times

**27. Did Mr. Garcia (CAC adviser) ever speak to, text or email your parent(s)?**

Yes  No  I don't know

**28. Are you eligible for free or reduced price lunch?**

Yes  No  I don't know

**29. How much support, advising, and preparation for college does each group receive at your school? (Mark one for each item.)**

None Very Little Some Quite a bit Very Much

Students with mostly high grades

Students with mostly average grades

Students with mostly low grades

12th graders

9th graders

Students taking advanced placement (AP) or honors classes

Students NOT taking advanced placement (AP) or honors classes

Underrepresented minority students

**30. How often does Mr. Garcia (CAC adviser) exhibit the following characteristics? (Please mark n/a if you have not dealt with the adviser enough to know).**

Never Rarely 1/2 the time Very Often Always n/a

Approachable.....

Knowledgeable about college information & processes

Encouraging .....

Enthusiastic .....

Relatable (understands students' lives & circumstances) .....

Accessible (available to meet with me).....

Engaged in school activities or the community .....

**31. How familiar are you with the Free Application for Federal Student Aid (FAFSA) and/or Texas Application for State Financial Aid (TASFA) ?**

Very familiar

Heard of it

Unfamiliar

**32. Did you complete the FAFSA/TASFA?**

Yes  No

**33. Was your FAFSA/TASFA selected for verification?**

Yes

No

I don't know  I did not complete the FAFSA/TASFA

**34. When did you submit the FAFSA/TASFA?**

Oct  Jan  April  May

Nov  Feb  Still plan to apply

Dec  March  Did not apply

**35. Did Mr. Garcia (CAC adviser) help you complete the FAFSA/TASFA?**

Yes  No

**36. How often have you discussed how you and your family might pay for college with each of the following?**

None 1-2 times >3 times

Your parent(s)/guardian(s) .....

Mr. Garcia (CAC adviser) .....

School counselor .....

A teacher at your school .....

Current college students .....

Your brother or sister .....

Another relative/family friend/mentor

A college representative or recruiter

A high school sports coach .....

A private college counselor .....

**37. How do you plan to pay for college? Rank from 1-5 in order from most to least (write 1 beside the primary source, 2 beside the next source, etc.)**

\_\_\_\_\_ Parents, relatives, family friends

\_\_\_\_\_ My resources (e.g., savings from work, work study, other income)

\_\_\_\_\_ Grants

\_\_\_\_\_ Scholarships

\_\_\_\_\_ Loans

Not applicable- I am not going to college

**38. How concerned are you about how you and your family will pay for your college education?**

Not concerned

A little concerned

Somewhat concerned

Very concerned

Not applicable- I am not going to college

**39. Are you more knowledgeable now about the college and financial aid processes than you were at the beginning of the school year?**

Yes  No

**40. To what extent was Mr. Garcia influential in helping you... (mark N/A if you never met the adviser)**

Not Influential Somewhat Influential Very Influential N/A

Learn about college.....

Aspire to go to college

Apply to college.....

Apply for financial aid.....

Choose which college to attend .....

**41. Which of the following goals is emphasized the most at your school? (Mark one)**

Improving student attendance

Raising state test scores

Making sure students graduate high school

Preparing students for a job

Preparing students for college

**42. Have you submitted a deposit to a college or university?**

yes  no  not yet

**43. If you have decided to attend college next year with 1 being not important and 5 being very important, how important were the following in your decision about where to attend? (skip if not going to college)**

	Not Important	1	2	3	4	5	Very Important
Financial aid package	1	2	3	4	5		
Parental preference	1	2	3	4	5		
College is close to home	1	2	3	4	5		
School's social reputation	1	2	3	4	5		
School's academic reputation	1	2	3	4	5		
School is academic match	1	2	3	4	5		
School is a cultural fit	1	2	3	4	5		
My friends are going there	1	2	3	4	5		

Thank you for completing the survey!



## EXHIBIT A

### DATA SHARING AGREEMENT AND PROCESS

#### 1. PURPOSE

1.1 The purpose of this Agreement is to outline the responsibilities and commitments of each organization in providing the Data outlined in Table 1 and 2 of this Agreement. The Data Sharing Process will be, as follows:

A. FWISD will de-identify all student data by removing names and birthdates prior to sending the files to TCU for the external evaluator.

B. TCU will comply with the district's policies and requirements regarding data collection, as outlined in the CERR 2018-2019 Guidelines. TCU will administer the *College Advising Corps Student Survey* during the Spring semester in May, which will be conducted after the district's Senior Exit survey. During the data collection process, TCU is required to keep all surveys as well as other data formats secure.

C. At the completion of the analysis of the data, TCU is required to send the Academic Advisement department an executive summary of the findings and a copy of any publication resulting from the study to Academic.Advisement@fwisd.org or 100 N. University Drive, Ste. NW 249, Fort Worth, TX 76107.

#### 2. STUDENT INFORMATION

2.1 Student Information– TCU will only access and utilize FWISD student information as authorized and detailed in this Agreement. Data will be accessed using FWISD assigned student identification numbers.

2.2 Personally Identifiable Information. As used in this Agreement, “Personally Identifiable Information” or “PII” means that student information identified as such in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C., Sec 1232g and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3;

2.3 De-identified Information. As used in this Agreement, “De-identified Information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who TCU reasonably believes knows the identity of the student to whom the education record relates; and

2.4 The Parties understand that PII from educational records is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. Any publication or dissemination of data by Parties needs to be converted to De-identified Information. The Parties shall not re-disclose PII in any way that causes a breach

in confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

### 3. METHOD OF DATA ACCESS OR TRANSFER

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

### 4. CONFIDENTIALITY

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

### 5. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

5.1 With the exception of the terms and conditions of paragraph 10 to this Agreement and to the extent permitted under Texas law, TCU shall be responsible for damages caused by the improper disclosure of PII to the extent caused by the conduct of TCU, its board members, officers, employees, or agents. TCU agrees to indemnify FWISD and hold FWISD harmless for any damages caused by the improper disclosure of PII, to the extent caused by the conduct of TCU, its board members, officer, employees, or agents, and to defend FWISD against such claims for damages.

5.2 The Parties agree that the terms and requirement in this Section survive the expiration of the term of this Agreement.

### 6. ASSURANCES AND NOTIFICATIONS

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

6.2 TCU shall notify FWISD immediately if TCU determines or knows that PII has been improperly disclosed to TCU personnel who do not have a legitimate interest in the PII or to any third party. This requirement applies to PII provided by any source.

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

### 7. GENERAL CONDITIONS

- 7.1 To affect the transfer of data and information that is subject to federal and local confidentiality laws, and to ensure that the required confidentiality of personally identifiable information shall always be maintained, both Parties agree:
- 7.1.1. To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. Parties will notify each other in the event of a breach of any measures to keep confidential the data received pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform *each other* of such efforts. Nothing in this agreement shall be construed to allow Parties to maintain, use, disclose, or share student record information received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. As may be applicable, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).
  - 7.1.2. That for purposes of this Agreement and for ensuring Parties’ compliance with the terms of this Agreement and all applicable local and federal laws, Parties shall designate an official to act as temporary custodian of the data received by Parties pursuant to this Agreement and the contact person for all matters related to this Agreement. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing. Each agency or its agents may upon request review the records required to be kept by the other agency under this Agreement.
  - 7.1.3 To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws. Parties shall require all employees, contractors, and agents of any kind to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the data and information shared under this Agreement.
  - 7.1.4 That personally identifiable information collected and shared is confidential. TCU will not disclose data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors and agents of the Parties. Parties and persons participating on behalf of TCU shall neither disclose nor otherwise release data and reports relating to any student, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of these data and information related to them, including preliminary project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any individual student.
  - 7.1.5 To not provide any data obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv).

- 7.1.6 TCU is not authorized to continue research using the data obtained under this Agreement upon the termination of this agreement. TCU will destroy all data obtained under this Agreement and amendments to it when no longer needed.
- 7.1.7 That Parties have the right, to present, publish, or use the data that they have gained in the course of the research under this Agreement, but the TCU may only present, publish and use the data in an aggregated form, converted to De-Identified Information, with no Personally Identifiable Information. TCU may share such information with the other Party's partners who have executed a written confidentiality agreement with the other Party agreeing not to share or disseminate such information provided by the other Party. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for and all state and federal laws have been complied with;
- 7.1.8 TCU agrees to provide to FWISD any proposed publications or presentations, which are to make public any findings, data, or results for FWISD's review, comment, and approval at least fourteen (14) days prior to submission of a manuscript, or abstract for publication, or the date of the presentation. Lack of response by FWISD to TCU by the proposed publication date will be considered approval of the publication as presented.
- 7.1.9 That TCU will provide FWISD with one electronic and at least one paper copy of the final versions of all reports and other documents associated with this Agreement. Each agency reserves the right to use the information in the research findings for educational programming or services, planning, solicitation of grants, staff development, and any other purpose to improve instruction or services to students.
- 7.1.10 That TCU will use Personally Identifiable Information shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement. Non-Personally Identifiable Information provided to TCU will only be used by TCU for purposes defined in this Agreement;
- 7.1.11 TCU will destroy or return all data files and hard copy records to FWISD that contain Personally Identifiable Information and purge any copies for such data from its computer system:
- (1) Immediately upon termination of this Agreement, either by expiration or as provided herein or;
  - (2) Within five (5) business days after Personally Identifiable Information is no longer needed for the purposes stated in this Agreement.
  - (3) If requested, a Party shall provide to the other Party an affidavit confirming the destruction and/or return of PII within 5 business days of such request.
- 7.2 TCU understands that this Agreement does not convey ownership of FWISD's data to TCU. Any and all data shared by FWISD pursuant to this Agreement and/or any Project Authorization is, and always will remain, the sole property of FWISD.
- 7.3 The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by each Party pursuant to this Agreement:

- 7.3.1 Access to the information provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in this Agreement;
- 7.3.2 The Parties will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
- 7.3.3 The Parties will protect information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.

**Table 1: Data Overview**

<b>School Years of Data Requested</b>	
<b>Students Included</b>	High school students participating in the College Advising Corp program
<b>Timeframe for Collection</b>	Spring semester, after receiving approval for surveying timeframe, that is after the district's surveys specific to high school students.

**Table 2: 2018 College Advising Corp Student Survey**

*See Attachment*

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 23, 2018**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH REGION 11 FOR INSTRUCTIONAL SERVICES, MATERIALS AND PROFESSIONAL DEVELOPMENT TRAINING FOR MIDDLE SCHOOL SCIENCE TEACHERS IN FORT WORTH ISD**

**BACKGROUND:**

In an effort to increase the College, Career, and Military Readiness in our middle schools, we are building capacity in our teachers to provide the certification needed to teach additional high school credit courses. There is an organizational need to offer high school courses in our middle schools to serve the advanced population. This certification allows us to move Integrated Physics & Chemistry and Biology to every middle school in the 2019/2020 school year. This certification proposal will be for one teacher from each middle school campus to be trained, in the 2018/2019 school year, for the Science 7-12 certification (previously composite) for this initial planning period.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Memorandum of Understanding (MOU) with Region 11 for Instructional Services, Materials and Professional Development Training for Middle School Science Teachers in Fort Worth ISD.
2. Decline to Approve Memorandum of Understanding (MOU) with Region 11 for Instructional Services, Materials and Professional Development Training for Middle School Science Teachers in Fort Worth ISD.
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding (MOU) with Region 11 for Instructional Services, Materials and Professional Development Training for Middle School Science Teachers in Fort Worth ISD.

**FUNDING SOURCE**

***Additional Details***

General Fund

199-13-6299-021-999-11-139-000000

**COST:**

\$2,500

**VENDOR:**

Education Service Center - Region 11

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth ISD middle school campuses

**RATIONALE:**

The Education Service Center - Region 11 will provide participating school's personnel specialized training to prepare them to earn an additional teaching certification.

Approval of this request will:

1. Improve the educational offerings at each middle school in the district.
2. Allow for more student choice in the development of their graduation plan.
3. Improve the College, Career, and Military Readiness (CCMR) for every campus that obtains the certification.



**INFORMATION SOURCE:**

Charles Carroll  
Khechara Bradford  
Herman Jackson



*Preparing today's learners for tomorrow's opportunities*

MEMORANDUM OF UNDERSTANDING

BETWEEN

EDUCATION SERVICE CENTER REGION 11

AND THE

Fort Worth ISD

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into by and between the Fort Worth ISD, (hereinafter referred to as "Fort Worth ISD") and Education Service Center Region 11, (hereinafter referred to as "ESC Region 11"), **WHEREAS**, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes;

**WHEREAS**, the parties to this Agreement desire to establish a partnership for the purpose of customized professional development for Fort Worth ISD

**WHEREAS**, under this Agreement, the parties agree to follow the agreed upon guidelines of Fort Worth ISD and ESC Region 11 in providing Customized Professional Development for Science teachers, grades 7-12

**WHEREAS**, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each party finds that the performance of this Agreement is in the common interest of the parties, that the understanding will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

**NOW, THEREFORE**, the parties to this Agreement mutually agree to the following:

1. **Purpose.**

Customized Professional Development for Science teachers, grades 7-12

- a. **Role of** Fort Worth ISD
  - i. provide a location and technology assistance if needed

- b. **Role of ESC Region 11**
  - i. Customized professional development related to Science, grades 7-12 registration and materials

**2. TERM OF THE MOU**

The term of this MOU shall be from the date of authorized signatures of both parties to completion of service.

**3. TERMINATION OF THE MOU**

Either party to this MOU may terminate this MOU for any reason by notifying the other party in with thirty (30) days written notice. N/A party shall be responsible for all obligations to make payments to ESC Region 11 for all services rendered until termination of services.

**4. BASIS FOR ALLOCATION OF COST**

Fort Worth ISD party agrees to pay ESC Region 11 the following costs:

- a. \$2,500.00 (\$950.00 x 2 full days professional development = \$1,900.00, plus \$600.00 x 1 half day professional development = \$2,500.00)  
February 2019, dates to be determined, consultant: Thais Mitchell

By signing this Agreement, both parties acknowledge they will actively abide by its terms.

Fort Worth ISD

EDUCATION SERVICE CENTER REGION 11

\_\_\_\_\_

\_\_\_\_\_

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

Clyde W. Steelman, Jr. Date

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

Executive Director

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 23, 2018**

**TOPIC: APPROVE APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM**

**BACKGROUND:**

19 TAC §150.1001 (b) states the Commissioner’s recommended teacher appraisal system, the Texas Teacher Evaluation and Support System (T-TESS), was developed in accordance with the Texas Education Code (TEC), §21.351 (c). This section states under the recommended appraisal process, an appraiser must be the teacher’s supervisor or a person approved by the Board of Trustees.

19 TAC §150.1005 (c) states, “Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed the state-approved T-TESS certification examination, and must have received Instructional Leadership Training (ILT), Instructional Leadership Development (ILD), or Advancing Educational Leadership (AEL) certification.”

Administration is recommending the Board approves all Fort Worth ISD Campus Administrators who meet the above requirements to be able to serve as an appraiser on any campus. The selection criteria for second appraisers is as follows:

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

The District makes every effort to ensure the teacher appraisers are their supervisor. Under extenuating circumstances, or when a second appraiser is requested, someone other than the teacher’s supervisor will be the appraiser.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Appraisers For The T-TESS Appraisal System
2. Decline to Approve Appraisers For The T-TESS Appraisal System
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Appraisers For The T-TESS Appraisal System

**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**

See attached list of elementary and secondary administrators with current TTESS Certification  
School Leadership Division  
Academics Division

**RATIONALE:**

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

**INFORMATION SOURCE:**

Charles Carroll  
Lezley Lewis  
Cherie Washington  
Raúl Peña

Fort Worth ISD 2018-2019 T-TESS Appraisers  
Elementary Campus List

<b>Campus</b>	<b>2018-19 Principal</b>	<b>Assistant Principal(s)</b>
Beal, Harlean ES	Jodie Adair	Delltra Sipho-Lewis
Benbrook ES	Shelly Mayer	Kristin Hood
Boulevard Heights	Terry Guthrie	Amelia McMillan
Brae, Bonnie ES	Samantha Gonzalez	Lorena Perez
Briscoe, Edward J. ES	Octavia Gray	Tamiko Daniels
Burton Hill ES	Terrance Bigley	Michelle Ballais
Carlson, Alice ES	Janis Harris	Alethia Brown
Carter Park ES	Howard Robinson	Beatrice Rivera
Chavez, Cesar ES	Monica Ordaz	Olivia Keener
Clarke, George C. ES	Kimberly Benavides	Brenda Fouse
Clayton, Lily B. ES	Stephanie Hughes	Roberto Amaya
Como ES	Valencia Rhines	Drew Farr
Como Montessori	Ronnita Carridine	Daniel McAlister
Contreras, Alice D. ES	Amelia Cortes-Rangel	Pamela Carrick
Daggett Montessori	Veronica Delgado	Mary Jackson
Daggett, E.M. ES	Kendal Miller	Debora Fuentes
Davis, Clifford ES	Pamela Henderson	Augustina Madu-Odidika Vanessa Williams
De Zavala ES	Victorius Eugenio	Marlette Martinez
		Ravin Brown-Mckinney
Diamond Hill ES	Marlyn Martinez	Hilda Herrera
Dillow, S.S. ES	Erika Moody	Ylana Rhynes
East Handley ES	Alleia Hobbs	Robbin Crowell
Eastern Hills ES	Whitney Scott	Tiffany Hayes
Elliott, Bill J. ES	LaTonya Ordaz	Lakita Fields
Ellis, M.G. Primary	Leticia Sparks	Stephanie Midkiff
Glen Park ES	Ellen Verrault	Silvia Valencia
Green, W.M. ES	Edra Bailey	Veleria Brown Nanendra Golding
Greenbriar ES	Nicole Montalvo	Lindsay Staros
Helbing, H.V. ES	Ana Morales	Drew Lowen
Howell, Natha ES	Monica Granados	Christy Balraj
Hubbard Heights ES	Amparo Martinez	Felicia Moody
Huerta, Dolores ES	Carla Coscia	Lasandra Stroman
Jara, Manuel ES	Marta Plata	Adrienne Collins
Kirkpatrick, Milton L. ES	Christine Renteria	Ritu Balial
Logan, Maude I. ES	Steven Moore	Nikita Moye Jaqueline Walters
Lowery Road ES	Debra Williamson	Amelia Harden Wilson

Fort Worth ISD 2018-2019 T-TESS Appraisers  
Elementary Campus List

<b>Campus</b>	<b>2018-19 Principal</b>	<b>Assistant Principal(s)</b>
McDonald, Atwood ES	Nkosi Geary-Smith	Angela Richard
McRae, D. ES	Julia Yost	Swymeala Lampkins
Meadowbrook ES	Suzelle Birkmire	Nyva Levine
Mendoza, Rufino ES	Jennifer Sanchez	Jose Mendez-Monge
Merrett, Luella ES	Karelyn Foley	Juan Hernandez
Mitchell Blvd ES	Aileen Martina-Quinones	Vanessa Cuarenta
Moore, M.H. ES	Elizabeth Yoder	Joyce Cruz
Morningside ES	Misty Rothermund	Nealie Kinchion
Moss, Christene C. ES	Charla Staten	Tivia Devonish
Nash, Charles E. ES	Blanca Galindo	Christine Hooser Kelley
North Hi Mount ES	Myrna Blanchard	Elizabeth Kelz
Oakhurst ES	Guadalupe Cortez	Aura Angel
Oaklawn ES	Maria Anguiano	Patricia Garcia
Pate, A.M. ES	Rochelle Horton	Lajoy McCoy
Peace, Hazel Harvey ES	Sharon Schultze	Melonee Harris
Peak, Carroll ES	Keith Christmas	Jerri Brown
Phillips, Mary Louise ES	Whitney Clark	Brian Renteria
Ridglea Hills ES	Crenesha Cotton	Ellen Starr
Riverside ALC	JoAnn Dickerson	Jennifer Kennedy
Rosemont ES	Rodolfo Valdez	Nakita Brewer
Rosen, Sam ES	Alberto Herrera	Carrie Rodriguez-Flores
Sagamore Hill ES	Dirrick Butler	Eugene Elizondo
Sellars, David K. ES	Steven Mattic	Jentessa Williams
Seminary Hills Park ES	Lorena Delgado	Rebecca Putney
Shulkey, Bruce ES	Vanessa Tritten	Priscilla Shackelford
Sims, T.A. ES	Andrea Harper	Angelica Castaneda Delain Sandifer
South Hi Mount ES	Melissa Bryan	Ramon Munguia
South Hills ES	Melissa Russell	Mireya Mata Michelle Dean
Springdale ES	LeAnn Moreno	Ronald Ivy
Stevens, J.T. ES	Jessica McNeal Johnson	Eric Montoya
Sunrise-McMillan ES	LaTres Cole	Shayla Sharp
Tanglewood ES	Constance Smith	Dana McKenzie Douglas Mocek
Turner, W.J. ES	Elida Gonzalez	Timothy Johnson
Van Zandt-Guinn ES	Keith Besses	Joyce Bowens Thomas
Walton, Maudrie M. ES	Christina Turner Hanson	Aminah Geary
Washington Heights ES	Mary Jane Cantu	Fernando Rodriguez Rivera



Fort Worth ISD 2018-2019 T-TESS Appraisers  
Elementary Campus List

<b>Campus</b>	<b>2018-19 Principal</b>	<b>Assistant Principal(s)</b>
Waverly Park ES	Robero Baeta-Gutierrez	Callie Thompson Jamie Morrison
West Handley ES	Julie Moynihan	Christina Nandayapa
Westcliff ES	Sara Gillaspie	Jose Diaz
Westcreek ES	Julia Cortina	Tiffanie Ruffin
Western Hills ES (2-5)	Alexandra Montes	<del>Varenie Barton</del> <del>Anal Saldinas</del>
Western Hills Primary	Sonya Kelly	Panzia Pullam-Brown
Westpark ES	Susan Hill	Kendall Condit
White, John T. ES	Tamera Dugan	Angela Hall Caroline James
Williams, Versia L. ES	Angela Wright	Juanita White
Wilson, Richard J. ES	Maria Angeles Gonzalez	Carolyn Blackwell
Woodway ES	Bryan Johnson	Danette Kirvin
Worth Heights ES	Andrea Lange	Irma Ayala

Fort Worth ISD 2018-2019 T-TESS Appraisers  
Elementary Campus List

<b>Elementary Campus</b>	<b>Dean of Instruction</b>
Van Zandt-Guinn ES	Devona Burgess
<b>Elementary Directors</b>	
Hilda Caballero	
Priscila Dilley	
Todd Koppes	
Marion Mouton	
Xavier Sanchez	
Sonja Starr-Malone	

Fort Worth ISD 2018-2019 T-TESS Appraisers  
Secondary Campuses, Alternative Campuses, and Special Education

**2018-2019**

<b>High School Campus</b>	<b>Principal</b>	<b>Assistant Principal(s)</b>
Arlington Heights HS	Sarah Weeks	Edgar Gonatice Stanley Johnson Scott Runyan Wendy Teer
Benbrook MHS	Richard Penland	Phillip Adams Crystal Deaver Glorianne Mason Michelle Schwalls
Carter-Riverside, Amon HS	Greg Ruthart	Stephen Jones Jennifer Orona Irma Natoli
Diamond Hill-Jarvis HS	James Garcia	Jose Luna Elsie Wartelle Andrew Zachry
Dunbar, Paul Laurence HS	Oscar Adams	Claire Anderson Artis Royal
Eastern Hills HS	Katrina Smith	Marcus Benton Darlene Ford Laticha Manning Eric Poullard
Marine Creek Collegiate	Thomas Fraire	
North Side HS	Antonio Martinez	Gloria Menchaca Paula Pederson Melissa Rincon David Trimble
Paschal HS	Troy Langston	Ronnie Garcia Michelle Guerra Ryan Hoyler Theresa Smith Benjamin Swanson
Polytechnic HS	Nick Torres	Nichole Burkhardt Darryl Gentry Precious Poullard James Sparrow
South Hills HS	Rodrigo Durbin	Amanda Bradley Dale Daniel Meesha Jones Jennifer Kleiber Michael Mihalik

Fort Worth ISD 2018-2019 T-TESS Appraisers  
Secondary Campuses, Alternative Campuses, and Special Education

Southwest HS	John Engel	Willie Cormier Mandi Jarchow Marty Marion
TABS		Jack Henson
TCC South-FWISD Collegiate	Lisa Castillo	Ronald Rhone
Trimble Technical, Green B. HS	Eudoxio O. Ramos	Douglas Dehn Amber Miller Robyn Rogers Deonda Wilson
Western Hills HS	Keri Flores	Richard Brown Josh Jenkins Ehrica Martin
World Languages Institute	Guadalupe Barreto	Marie-Lise Mosbeux
Wyatt, O.D. HS	Mario Layne	Antionette Jackson Kimberly Jenkins Corey Shepard
Young Men's LA	Rodney White	Nelson Walker
Young Women's LA	Tamara Albury	Laura Bennett Alexandra Channell
IM Terrell VPA/STEM Academy	Baldwin Brown	Lynsey Charles Kathy Scherler

<b>Middle School Campus</b>	<b>Principal</b>	<b>Assistant Principal(s)</b>
Applied Learning Academy	Alice Buckley	Elodia Escamilla
Como Montessori (K-8)	Janna Bennett	David Sprinkle
Daggett, E.M. MS	Monica Garrett	Tyrethia Smith
Daggett Montessori (K-8)	Veronica Delgado	Mary Jackson
Elder, J.P. MS	Ronald Schultze	Kerri Marshall Stephanie Ruiz David Sharp
Forest Oak MS	Seretha Lofton	Michael Conner Danny Fracassi Khristina Goady
Glencrest 6th	Cassandra McAlister	Christina McCloud
Handley	Reginald Terrell	Frances Newton Shane Woods
Jacquet, J. Martin MS	Cheryl Johnson	Michael Beaupre Imelda Dunlap Aundrae Hall
James, William MS	Joycelyn Barnett	Terrance Branch Jacques Robinson Kathy Tucker

Fort Worth ISD 2018-2019 T-TESS Appraisers  
Secondary Campuses, Alternative Campuses, and Special Education

Kirkpatrick MS	Jeffrey Bartolotta	Frieda Lee
Leonard MS	Catherine Williams-Ridley	Deborah Aspegren Ryan Catala Keith Haliburton
McClung, Jean	Norbert Whitaker	Samuel Blocklyn Rhonda McGuire Olawale Rotimi
McLean, W.P. MS	Barbara Ozuna	Deandrea Bivens Jessica Leavitt Tim Nors
McLean, W.P. 6th Grade	Karen Brown	Courtney Wait
Meacham, W.A . MS	Oscar Martinez	Gilbert Escamilla Deleceia McGee
Meadowbrook MS	Marron McWilliams	Christi Stinson Jacques Robinson
Monnig, William MS	Kellye Kirkpatrick	Rick Iloff Topaz Thornton
Morningside MS	Justin Edwards	Damon Sumner Tanaya Pierson-Webb
Riverside MS	Victor Alfaro	Aaron Levy Crystal Love-Culton
Rosemont MS	Miguel Del Toro	Ronald Anderson
		April Beltran
Rosemont 6th Grade	Kathrina Andersen	Karen Peysen
Stripling, W.C. MS	Amy Chritian	Brandy Sachs Sandy Winsett
Wedgwood MS	Robert Burrell	Eian Preston Kendra Peyton
Wedgwood 6th Grade	Tremanya Thomas	Susan Bowers

<b>Alternative Campus</b>	<b>Principal</b>	<b>Assistant Principal(s)</b>
International Newcomer Academy (M/H)	Angelia Ross	Kerwin Cormier
Jo Kelly School (all)	Leslie Riddell	
Metro Opportunity (H)	Gerald Magin	Randy Young
Mid-Level Learning (M)	Audra Bohanon	Tiffany Sheppard
JJAEP	Kelli Taulton	
Success High School (H)	Ingrid Williams	Phillip Anderson Jose Saldivar
All Star Teacher	Carlos Antoline	
PK Satelite Centers	Cassandra Morris-Surles	
Detention Center	Mark Cerja	Tracy Cass

Fort Worth ISD 2018-2019 T-TESS Appraisers  
 Secondary Campuses, Alternative Campuses, and Special Education

<b>Special Education</b>	<b>Administrator</b>	
Auditory and Visually Impaired	Darenda Kirby	
Childrens Medical	Bolivia Mason-Loeb	

<b>Secondary Campuses</b>	<b>Dean of Instruction</b>
Dunbar, Paul Laurence HS	Sonia Fortson
Dunbar, Paul Laurence HS	Tiara Brown
Marine Creek Collegiate	Trey Vanderhule
OD Wyatt	Quanda Collins
<b>Secondary Directors</b>	<b>Director Dyslexia</b>
Steven Johnson	Patty Cote
Rian Townsend	
Deborah Traylor	

**CONSENT AGENDA ITEM  
BOARD MEETING  
OCTOBER 23, 2018**

**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: relocation of mechanical, electrical and plumbing (MEP), design changes, fire sealing, and temporary serving line work. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$70,000 and the transfer of \$70,000 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	\$2,770,126	\$365,000	\$3,135,126
Budget Increase	08/07/18	\$3,135,126	\$75,000	\$3,210,126
Budget Increase	08/21/18	\$3,335,126	\$40,000	\$3,375,126
Budget Increase	10/23/18	\$3,210,126	\$70,000	\$3,280,126
Total:			\$1,050,770	

**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

**COST:**

Not To Exceed \$70,000

**VENDOR:**

Bartlett Cocke General Contractors, LLC

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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



**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 171 Tanglewood Elementary School

**RATIONALE:**

A budget amendment and budget increase is needed to a fund change orders in a not-to-exceed amount of \$70,000 which cannot be covered with the available funds within the General Contractor's Agreement.

**INFORMATION SOURCE:**

Vicki Burris  
Elsie Schiro  
Randy Cofer  
Danielle Aery

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 09/11/18	BP 017	Revised 10/23/18
001	Amon Carter - Riverside High School	\$ 11,381,062		\$ 11,381,062
002	Arlington Heights High School	\$ 9,087,306		\$ 9,087,306
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	\$ 2,538,348		\$ 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	\$ 3,201,821		\$ 3,151,821
044	Elder Middle School	\$ 3,588,045		\$ 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	\$ 4,934,552		\$ 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	\$ 2,284,747		\$ 2,234,747
056	Riverside Middle School	\$ 185,582		\$ 193,511
057	Rosemont Middle School	\$ 366,077		\$ 471,521
058	W.C. Stripling Middle School	\$ 359,089		\$ 360,880
059	J. Martin Jacquet MS	\$ 381,412		\$ 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	\$ 199,908		\$ 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	\$ 192,300		\$ 194,101
083	Young Men's Leadership Academy	\$ 5,560,933		\$ 5,564,231
084	World Language Academy	\$ 3,895		\$ 3,895
087	VPA/STEM	\$ 53,262,571		\$ 53,262,571
101	Alice Carlson Applied Learning Center	\$ 122,520		\$ 122,520
103	Benbrook Elementary School	\$ 2,627,551		\$ 2,628,356
104	Boulevard Heights Elementary School	\$ 397,505		\$ 462,801
105	West Handley Elementary School	\$ 6,174,608		\$ 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	\$ 2,187,103		\$ 2,197,638
114	Manuel Jara Elementary School	\$ 111,064		\$ 111,064
115	George C. Clarke Elementary School	\$ 1,709,911		\$ 1,714,841
116	Lily B. Clayton Elementary School	\$ 152,911		\$ 152,911
117	Como Elementary School	\$ 178,666		\$ 178,666

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 09/11/18	BP 017	Revised 10/23/18
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	\$ 2,375,451		\$ 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	\$ 168,340		\$ 208,715
124	Maude I. Logan Elementary School	\$ 256,898		\$ 256,898
125	Eastern Hills Elementary School	\$ 173,216		\$ 191,230
126	East Handley Elementary School	\$ 2,375,315		\$ 2,375,315
127	Christene C. Moss Elementary School	\$ 1,864,568		\$ 1,876,709
129	John T. White Elementary School	\$ 84,752		\$ 84,752
130	Harlean Beal Elementary School	\$ 159,848		\$ 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	\$ 4,638,859		\$ 4,668,103
134	Greenbriar Elementary School	\$ 1,857,656		\$ 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	\$ 307,331		\$ 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	\$ 134,752		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,573,360		\$ 2,573,360
146	M.H. Moore Elementary School	\$ 188,120		\$ 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
154	M.L. Phillips Elementary School	\$ 159,223		\$ 159,223
156	Ridglea Hills Elementary School	\$ 2,226,573		\$ 2,233,018
157	Luella Merrett Elementary School	\$ 3,129,900		\$ 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	\$ 1,402,064		\$ 1,405,234
166	South Hi Mount Elementary School	\$ 214,189		\$ 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	\$ 2,383,350		\$ 2,431,493
171	Tanglewood Elementary School	\$ 7,158,771	\$70,000	\$ 7,228,771
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	\$ 4,480,568		\$ 4,494,411
187	J.T. Stevens Elementary School	\$ 181,599		\$ 181,599
188	Atwood McDonald Elementary School	\$ 2,279,250		\$ 2,292,271
190	Riverside Applied Learning Center	\$ 115,369		\$ 115,415
194	Daggett Montessori	\$ 274,532		\$ 301,897

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 09/11/18	BP 017	Revised 10/23/18
206	Bill Elliott Elementary School	\$ 112,414		\$ 112,414
208	T.A. Sims Elementary School	\$ 138,417		\$ 140,477
209	Edward J. Briscoe Elementary	\$ 81,784		\$ 81,784
216	Woodway Elementary School	\$ 1,523,410		\$ 1,543,184
217	I.M. Terrell Elementary School	\$ 137,810		\$ 137,810
219	Lowery Road Elementary School	\$ 5,945,151		\$ 6,001,478
220	Alice Contreras Elementary School	\$ 1,570,568		\$ 1,583,669
221	Western Hills Primary	\$ 376,647		\$ 376,647
222	L. Clifford Davis Elementary School	\$ 292,880		\$ 306,763
223	Cesar Chavez Primary	\$ 131,236		\$ 131,996
224	M. G. Ellis Primary	\$ 267,096		\$ 267,096
225	Bonnie Brae Elementary School	\$ 123,787		\$ 124,486
226	Seminary Hills Park Elementary School	\$ 181,382		\$ 181,382
227	Dolores Huerta Elementary School	\$ 176,145		\$ 176,145
241	Westpark Elementary School (New)	\$ 18,991,232		\$ 18,991,232
259	Van Zandt-Guinn Elementary School	\$ 12,277,573		\$ 12,277,573
350	Adult Education Center	\$ -		\$ 16,043
834	Wilkerson-Greines Athletic Fields	\$ 141,340		\$ 164,282
835	Farrington Athletic Field	\$ 140,138		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,673,826		\$ 1,673,826
BP 028	Final amounts per school to be finalized upon contract execution	\$ 2,180,560		\$ 2,180,560
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537		\$ 4,453,537
B44	Other Program Costs	\$ 300,000		\$ 300,000
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	\$ 510,000		\$ 510,000
B47	Owner's Program Contingency - Prop 1	\$ 3,528,837	(\$70,000)	\$ 2,665,618
B47	Owner's Program Contingency - Prop 2	\$ 523,992		\$ 523,992
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	\$ -	\$ 362,217,788
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	<b>2013 CIP Grand Total</b>	<b>\$ 492,208,623</b>		<b>\$ 492,208,623</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
OCTOBER 23, 2018**

**TOPIC: APPROVAL OF MINUTES OF THE AUGUST 20, 2018 CITIZENS' OVERSIGHT COMMITTEE MEETING FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

The Board of Education established a Citizens' Oversight Committee (COC) to monitor the District's 2013 Capital Improvement Program and to advise the Superintendent and the Board on any Program issues. The minutes from the August 20, 2018, have been reviewed and approved by the COC members.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Approval Of 3 Capital Improvement Program
2. Decline to Approve Minutes Of The August 20, 2018 Citizens' Oversight Committee Meeting For The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Minutes Of The August 20, 2018 Citizens' Oversight Committee Meeting For The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

Approval of the Citizens' Oversight Committee meeting minutes allows the District to provide the public with an official record of any given meeting

**INFORMATION SOURCE:**

Vicki Burris

## Citizens' Oversight Committee Meeting Notes

<b>Date:</b>	August 20, 2018	<b>Location:</b>	FWISD Board Complex Conference Room
<b>Prepared by:</b>	Ana Perez	<b>Project Name:</b>	2013 Capital Improvement Program
<b>Purpose:</b>	2013 Capital Improvement Program Citizens' Oversight Committee – Quarterly Update	<b>Meeting Start:</b>	6:00 P.M.
		<b>Meeting End:</b>	7:10 P.M.

**Attendees:**

**COC Members**

- Tammi Cauthen
- Molly Hyry
- Paul Johnson
- Isaac Manning – Chair
- Rosalinda Martinez
- Jonathan Morrison
- Mike Schroeder
- Bert Williams

**Absent:**

- Bob Benda
- Jason Brown
- Jennifer Frank
- Tim McKinney
- Travis Parmer
- Steven Poole
- Veronica Villegas

**FWISD**

- Carl Alfred – FWISD
- Vicki Burris – FWISD
- Art Cavazos – FWISD
- Dick Clardy – FWISD
- Courtney Garrett – FWISD
- Debra George – FWISD
- William Giron – FWISD
- Gary Griffith – FWISD
- Ana Perez – FWISD
- Elsie Schiro – FWISD
- Kent P. Scribner – FWISD
- Aaron Stone – FWISD
- Christina Walk – FWISD

**AECOM / Staff**

- Cynthia Armendariz
- Luis Delgado
- Donnie Pham
- Kristin McElroy
- Lakeisha Fields
- Armando Longoria

The following items were discussed:

## **1. CALL TO ORDER**

COC member, Isaac Manning called the meeting to order at 6:00 p.m.

### **Approval of the Meeting Minutes**

The April 16, 2018, Meeting Minutes were unanimously approved by the committee.

## **2. DISCUSSION OF COMMITTEE REQUESTS FOR INFORMATION AND DISTRIBUTION OF WRITTEN RESPONSES**

## **3. 2013 CAPITAL IMPROVEMENT PROGRAM UPDATES**

### **CIP Update (Dashboard)**

Luis Delgado provided handouts on the status of 2013 CIP. See Program-At-A-Glance handout for detailed information. Below are highlights of the report from July 31, 2018:

#### **Overview**

All campuses were open and ready for the first day of school. To date, 90 % of the projects in the 2013 bond program have been substantially completed. Closeout of GC's, A/E's, and 3rd Party Consultants is ongoing.

#### **Scope/Progress**

Every project is under construction with the exception of the following six (6) projects:

BP 113

- Amon Carter-Riverside HS (TDLR)
- Trimble Tech HS (TDLR)
- Daggett MS (TDLR)

BP 126

- Glen Park ES (TDLR)

BP 130

- Morningside ES
- D. McRae ES



## Construction Progress

### Schedule

See Schedule on pages 2 - 10 of the Program at-a-Glance for details. Attached is the CIP Construction Progress photos for 20 projects, presented during the meeting.

Revised schedule has extended through Summer 2018.

<b>BP #</b>	<b>Campus</b>	<b>Update</b>
<b>BP 013</b>	Charles E. Nash ES (Kitchen, Life Safety)	Remaining work in Riser Room
	Versia Williams ES (Kitchen, Life Safety)	Final installation and testing for kitchen equipment.  Cafeteria was ready for first day of school
<b>BP 015</b>	DeZavala ES (New Gym, Kitchen, Life Safety)	Project Complete
	Tanglewood ES	Final installation and testing for kitchen equipment.  Cafeteria was ready for first day of school
<b>BP 018</b>	Southwest HS (Athletic Improvements, Life Safety)	Project Complete
	Wedgwood 6 <sup>th</sup> Grade	Project Complete
	South Hills HS (Kitchen, Life Safety, Athletic Renovations)	Final installation and testing for kitchen equipment.  Cafeteria was ready for first day of school, temporary serving line provided
<b>BP 028</b>	Morningside MS (Kitchen, Life Safety)	Cafeteria space was ready, permanent serving line. Hot catering provided for first day of school.  Unforeseen structural issues were found when expanding kitchen
	Wedgwood 6 <sup>th</sup> Grade	Project Complete
	South Hills HS (Kitchen, Life Safety, Athletic Renovations)	Final installation and testing for kitchen equipment.  Cafeteria was ready for first day of school, temporary serving line provided
<b>BP 043</b>	I.M. Terrell Academy for STEM and VPA (New)	Kitchen work is near completion, serving line was used for the first day of school

<b>BP 059</b>	Rosemont 6 <sup>th</sup> Grade (Kitchen)	Project Complete, adding Public Address scope of work to the portable buildings
<b>BP 060</b>	Eastern Hills HS (Athletic Improvements, Life Safety)	Project Complete
	Scarborough Handley Athletic Field (Athletic Improvements)	Ready for football games, Community Facility Agreement (CFA) work is pending
<b>BP 061</b>	Trimble Tech HS (CTE Auto Shop, Athletic Improvements)	Project with most work pending, ongoing work in the auto shop and locker area.
	Daggett ES (Kitchen, Life Safety)	Dining Complete, working on kitchen/cafeteria expansion
<b>BP 065</b>	Diamond Hill-Jarvis HS (Athletic Improvements)	Project complete, Field house completed
<b>BP 066A</b>	Polytechnic HS (12 Classroom Addition, Life Safety Athletic Improvements)	Sidewalk Certification of Occupancy
<b>BP 066B</b>	Arlington Heights HS (Kitchen, Athletic Improvements, Classroom Conversion)	New Kitchen/Cafeteria complete. Eight (8) classrooms pending to complete, abatement request done in the summer.
<b>BP 067</b>	Como Montessori (Kitchen, Life Safety)	Cafeteria ready for use on the first day of school.

### Safety and Risk Management

- No incidents or no loss time.

### Procurement

- Every major project in the CSP program has been completed

### Budget Update

The Program budget reported for July 2018 is \$362.2 M

- Commitments to date are \$344,160,918 (95.0%)
- Amount paid 85.0%
- Cost to date is \$307,603,255
- Available budget \$18,056,869

### HUB Utilization

The combined utilization is at 37.75%. See Program-at-a-Glance page 13 for detailed information. The percentage is above the 25% that was established by the district.

- Prime HUB Contracts 9.54%
- Sub HUB Contracts 28.21%

### Look Ahead

- Projects will be fully transitioned to the CIP staff for final completion after August 31, 2018. Transition process well underway since August 1, 2018.

## Contingency Report

*\*\*Amounts are not exact, please see attached Contingency Report for accurate numbers. The amounts listed are based on the meeting discussion.*

- Current Total Contingency Balance as of August 20, 2018 is \$4,935,222
- Prop 1 balance is about \$3,901,230
- Prop 2 balance is about \$1,033,992 (VPA/STEM)  
(Balance has increased to complete additional items)

## Division of Technology

Art Cavazos provided an update on the status of Technology with regards to the 2013 CIP. See Technology handout for additional information. Below are the highlights:

### Update

- Moving forward Technology will be funded through TRE, no longer through the bond program.
- 86% funds will be spent in this bond program to bring the one-one for 6<sup>th</sup> grade
- The \$30 use fee will be removed to allow for more participation
- Moving to browser based technology

## Budget Utilization Report

Aaron Stone will present report, this report includes all the project budgets. See page 1 of 3 for financial details. Items in green are complete and will be preparing for closeout.

(2) Open Project Balance:	\$	988,167.47
(16) Completed Project Balance:	\$	<u>8,154,654.98</u>
(18) Total Project Balance:	\$	9,142,822.45

- Expenditures include one-to-one Chromebooks
- \$1M available, leaving funds for continuation for Middle School (MS) project
- Additional funding will remain after closeout, funds will be used for MS one-to-one to keep the high school refreshed to maintain a program that has been implemented
- Contingency has not been used

### **Maintenance and Operations**

Carl Alfred and Yvonne Garcia-Huizar, provided an update on the status of Prop 3 with regards to the 2013 CIP. See the handout for additional information. Below are the highlights:

Prop 3 is on schedule.

#### **Yellow Fleet**

- 220 buses have been purchased to date
- 22 additional buses will be received by the end of August
- Total fleet will remain at 433

#### **White Fleet**

Below are the number of white fleet vehicles that have been purchased, a total of 130 vehicles.

- 14 cars
- 6 SUV's
- 69 trucks
- 41 vans

#### **Furniture**

- In the Summer of 2015 a District-wide furniture refresh, which encumbered the bulk of the \$5M
- Child Nutrition Services (CNS) assisted with 72 campuses, about 50%

### **Uniform/Instrumental Music**

Dick Clardy, Instrument Music Director, provided an update on the status of Uniforms and Instrumental Music with regards to the 2013 CIP. See the handout for additional information. Below are the highlights:

Since the last COC meeting two additional sets of uniforms have been purchased for Arlington Heights HS and Western Hills HS, purchased was approved May 8, 2018.

In the last 4 years, 10 sets of uniforms have been purchased for the campuses as listed on the report.

Additional students at the following campuses that will require equipment:

- I.M. Terrell Academy for STEM and VPA
- Benbrook

Budget Total - \$13,611 available

**4. GENERAL DISCUSSION / ANNOUNCEMENTS**

Upcoming COC Final Report to the Board of Education will be in October

Last event for the committee is anticipated to be at the Building Dedication for I. M. Terrell Academy for STEM and VPA

**5. FUTURE MEETING CONFIRMATION**

This meeting concludes the 2013 COC meetings.

**6. ADJOURNMENT**

The meeting adjourned at 7:10 p.m.

---

**Chair**

**Date**

**ACTION AGENDA ITEM  
BOARD MEETING  
October 23, 2018**

**TOPIC: APPROVE THE 2018-2019 CAMPUS EDUCATIONAL IMPROVEMENT PLANS (CEIP)**

**BACKGROUND:**

The Texas Education Code (TEC) §11.253 requires each principal and campus decision-making team to develop, review, and revise the Campus Educational Improvement Plan (CEIP). The CEIP directs and supports the improvement of student performance for all student populations. These plans are essential to meet the District's and campuses' achievement goals.

Each CEIP must:

Include a review of the academic achievement for each student in the school;

- Set the campus performance objectives based on the student achievement indicator system and projections;
- Identify how the campus goals will be met for each student;
- Determine the resources needed to implement the plan;
- Identify staff needed to implement the plan;
- Set timelines for reaching these goals;
- Measure progress toward the performance objectives periodically to ensure that the plan is resulting in academic achievement;
- Include goals and methods for violence prevention, intervention, and increased attendance, and;
- Provide for a program to encourage parental involvement at the campus.

Texas Education Code 11.253 requires that the Board of Trustees ensure that Campus Educational Improvement Plans (CEIP) for each campus are developed, reviewed, and revised annually for improving the performance of all students.

Links to each Campus Educational Improvement Plan (CEIP) will be available on the District's Intranet at the following web address:

<https://fwisd.sharepoint.com/sites/FWISDActionPlanning/Pages/APHome.aspx#>

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the 2018-2019 Campus Educational Improvement Plans (CEIP).
2. Decline to Approve the 2018-2019 Campus Educational Improvement Plans (CEIP).
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the 2018-2019 Campus Educational Improvement Plans (CEIP).

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Fort Worth ISD campuses; Elementary School Leadership; Secondary School Leadership;  
Office of Innovation and Transformation

**RATIONALE:**

These plans are critically important in our effort to meet the District's as well as the campuses' achievement imperatives. Board approval is necessary in order to meet the requirements of the Texas Education Code and to demonstrate a singularity of intent and purpose between the District's Strategic Plan and the Campus Educational Improvement Plans.

**INFORMATION SOURCE:**

Raul Pena  
Cherie Washington  
Charles Carroll  
Karen Molinar  
Jerry Moore  
SaJade Miller



**ACTION AGENDA ITEM  
BOARD MEETING  
October 23, 2018**

**TOPIC: AUTHORIZATION FOR SUPERINTENDENT OR DESIGNEE TO NEGOTIATE AND ENTER INTO CONTRACTS FOR PUBLIC PRIVATE PARTNERSHIP (P3) PROFESSIONAL SERVICES AND TO APPROVE RESOLUTION TO REIMBURSE THE GENERAL FUND FOR P3 EXPENDITURES INCURRED FROM THE PROCEEDS OBTAINED THROUGH THE FINANCING OF QUALIFIED PROJECTS**

**BACKGROUND:**

**Public Private Partnerships:**

In order to assist local governmental entities like Fort Worth Independent School District (District) to meet their growing needs for facilities and infrastructure, the State of Texas (State) enacted the Public and Private Facilities and Infrastructure Act codified as Chapter 2267 of the Texas Government Code (Act) in 2011. The Texas Legislature found that:

- (1) There is a public need for timely acquisition, design, construction, improvement, renovation, and expansion of government facilities that serve a public need and purpose;
- (2) The public need may not be wholly satisfied by existing methods of procurement;
- (3) There are inadequate resources to develop new education facilities, technology and other public infrastructure and that there is evidence that partnerships between public entities and private entities or other persons can meet these needs by improving the schedule for delivery, lowering the cost and providing other benefits to the public;
- (4) Financial incentives exist under state and federal tax provisions that encourage public entities like the District to enter into partnerships with private entities or other persons to develop qualifying projects; and
- (5) Authorizing private entities or other persons to develop or operate one or more qualifying projects may serve the public safety, benefit and welfare by making the projects available to the public in a timelier or less costly fashion.

The Fort Worth Independent School District Board of Education (BOE), recognizing the benefit of this statutory authority, approved Public-Private Partnership Guidelines (Guidelines) as allowed by the Act and Board Policy CDH (Legal), on March 25, 2014. The Guidelines were amended by the BOE on July 18, 2017, in order to conform the Guidelines to amendments made to the Act subsequent to its enactment in 2011. The adopted Guidelines allow the District to initiate, develop and deliver qualified District capital projects in a transparent, timely and cost efficient method in accordance with State law and Board Policy.

**Legal Services:**

The District published a Request for Qualifications for Legal Services (RFQ 18-044), which incorporated a section for firms to additionally provide information regarding their expertise in providing legal services in the area of Public Private Partnerships (P3). This provided to the District the opportunity to interview firms for the sole purpose of selecting the most qualified firm to provide P3 legal services. Four firms were identified with expertise in the area of P3. The District's evaluation committee interviewed these four firms based on the following criteria:

1. Display to the evaluation committee the firm's previous work expertise in P3 that would qualify the firm to act in the capacity of the District's legal counsel;
2. The firm's fee for services rendered;
3. Knowledge about what other experts the District would need to develop, review, and finalize a P3 project; and
4. Overall ability to provide P3 services for the District.

The persons below reviewed the statements of qualifications and were present in the interviews:

- Elsie Schiro, Chief Financial Officer
- Art Cavazos, Chief of Operations
- Ramona Soto, General Counsel
- Lori Boswell, Senior Officer of Budget and Finance

Based upon this review and oral presentations, it was determined by the interview committee that the law firm of Greenberg Traurig, LLP had the most extensive knowledge in the area of P3 based upon the above criteria.

**Financial Advisory Services:**

The District published a Request for Qualifications for Financial Advisory Services (RFG 18-043), which incorporated a section for firms to additionally provide information regarding their expertise in the financing of P3 projects. This provided to the District the opportunity to interview firms for the sole purpose of selecting the most qualified firm to provide P3 financial advisory services. Four firms were identified with expertise in the area of P3. The District's evaluation committee interviewed these four firms based on the following criteria:

1. Display to the evaluation committee the firm's previous work expertise in P3 that would qualify the firm to act in the capacity of the District's financial advisor;
2. The firm's fee for services rendered;
3. Knowledge about what other experts the District would need to develop, review, and finalize a P3 Project; and
4. Overall ability to provide P3 services for the District.

The persons below reviewed the statements of qualifications and were present in the interviews:

- Elsie Schiro, Chief Financial Officer
- Gloria Bey, Comptroller
- Alexander Athanason, Interim General Counsel

Based upon this review and oral presentations, it was determined by the interview committee that PFM Financial Advisors LLC had the most extensive knowledge in the area of P3 based upon the above criteria.

### **Real Estate Development Services**

On September 13, 2018, the District issued a Request for Qualifications (RFQ 19-026) for P3 Real Estate Development Services. On October 3, 2018, the District received one response to its solicitation. The evaluation followed the criteria published in RFQ 19-026, all in accordance with the Act:

1. Company Profile;
2. Demonstrated Competence (Experience) and Personnel (Qualifications);
3. Public Private Partnership (P3) Experience;
4. References; and
5. HUB (Historically Underutilized Business) Utilization

The persons below reviewed the Response to the RFQ 10-026:

- Elsie Schiro, Chief Financial Officer
- Art Cavazos, Chief of Operations
- Karen Molinar, Chief of Staff

Based upon the evaluation of the above criteria, an interview with the respondent, and discussions with references, the interview committee believes that the development firm of Jones Lang LaSalle (JLL) America, Inc. is well qualified and has the experience necessary in working on previous P3 projects to act in the capacity of the District's Real Estate Development consultant.

### **Authorization for Superintendent or Designee to Negotiate and Enter Into P3 Professional Services Contracts**

Administration has published the required Requests for Qualifications as outlined above. All due diligence has been performed to select the most qualified firms to perform P3 services for the District. The Administration recommends the law firm of Greenberg Traurig, LLP, the financial advisor firm of PFM Financial Advisors LLC and the real estate development firm of Jones Lang LaSalle (JLL) Americas, Inc. be selected to provide the District with the legal, financial, and real estate development expertise necessary to guide the BOE and Administration through the P3

process in order to develop and deliver Qualified Projects (as described by the Act) and to authorize the Superintendent or Designee to negotiate and entered into a contract with each firm.

**Approve Resolution to Reimburse the Disitriect for P3 Expenditures Incurred in the General Fund from the Proceeds Obtained Through the Financing of Qualified Projects**

Recognizing that the District will incur out-of-pocket and up-front start-up costs associated with engaging the legal, financial, and real estate development professionals described above (Professional Service Contracts), together with other costs associated with procurement proposal development, evaluation of proposals, the preparation of interim, comprehensive and/or final contractual agreements, and in-depth financial review of any Qualified Project under the Act, the Administration requests that the BOE execute the attached Resolution authorizing all out of pocket expenses incurred by the District to be reimbursed from the financing of a finalized project and/or by the successful proposer(s) of a project(s) when, if any, come to fruition.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization for Superintendent or Designee to Negotiate and Enter into Contracts for Public Private Partnership (P3) Professional Services and to Approve Resolution to Reimburse the General Fund for P3 Expenditures Incurred from the Proceeds Obtained Through the Financing of Qualified Projects
2. Decline to Approve Authorization for Superintendent or Designee to Negotiate and Enter into Contracts for Public Private Partnership (P3) Professional Services and to Approve Resolution to Reimburse the General Fund for P3 Expenditures Incurred from the Proceeds Obtained Through the Financing of Qualified Projects
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization for Superintendent or Designee to Negotiate and Enter into Contracts for Public Private Partnership (P3) Professional Services and to Approve Resolution to Reimburse the General Fund for P3 Expenditures Incurred from the Proceeds Obtained Through the Financing of Qualified Projects

**FUNDING SOURCE**

***Additional Details***

General Fund

199.41.6211.001.750.99.405.000000 - \$400,000\*\*

199.41.6219.001.750.99.405.000000 - \$175,000

199.41.6291.001.750.99.405.000000 - \$350,000

**COST:**

Not to Exceed Amounts Stated Below:

\$400,000 - (Legal Services - Greenberg Traurig, LLP)\*\*

\$350,000 (Financial Services - PFM Financial Advisors LLC

\$175,000 (Real Estate Develop. Serv. - Jones Lang LaSalle (JLL) Americas, Inc

\*\* Incorporated in the fee agreement is a reduced rate/fee to the District. In the event of a successfully completed P3 project, the firm's contract provides for a "catch-up" fee equal to 80% of the discount provided to the District payable by the successful proposer(s) of the Project.

**VENDOR:**

Greenberg Traurig, LLP

PFM Financial Advisors LLC

Jones Lang LaSalle (JLL) Americas, Inc.

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 18-044 (Legal Services RFQ)  
Number of Bid/Proposal Received: 26 ((9 P3 Firms)  
HUB Firms: 6 (1 P3 Firm)  
Compliant Bids: 26 (9 P3 Firms)

**Bid/Proposal Statistics**

Bid Number: 18-043 (Financial Advisor Services RFQ)  
Number of Bid/Proposal Received: 7 (5 P3 Firms)  
HUB Firms: 1 (1P3 Firm)  
Compliant Bids: 7 (5 P3 Firms)

**Bid/Proposal Statistics**

Bid Number: 19-026 (P3 Real Estate Development Services RFQ)  
Number of Bid/Proposal Received: 1  
HUB Firms: 0  
Compliant Bids: 1

The above bid/proposal has been evaluated in accordance with the Act concerning qualifications to perform identified services. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

**RATIONALE:**

The approval of this agenda item will allow the Superintendent, or designee, the authority to negotiate and enter into contracts for P3 Professional Services. This will provide the District with the expertise needed to utilize its P3 Guidelines as an additional tool for developing capital improvement projects by entering into contractual agreements where the skills and assets of each sector (public and private) are shared in delivering a service or facility. In addition, by the execution of the Resolution attached, the District preserves the right to seek reimbursement for out-of-pocket expenditures incurred by the general fund for P3 related services from the proceeds obtained through the financing of Qualified Projects.

**INFORMATION SOURCE:**

Kent P. Scribner, Ph.D.  
Elsie Schiro

**RESOLUTION TO APPROVE THE REIMBURSEMENT TO THE GENERAL  
FUND FOR PUBLIC PRIVATE PARTNERSHIP (P3) EXPENDITURES  
INCURRED FROM THE PROCEEDS OBTAINED THROUGH THE  
FINANCING OF QUALIFIED PROJECTS**

**BOARD OF EDUCATION  
BOARD MEETING: OCTOBER 23, 2018  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this the 23rd day of October, 2018, the Board of Education for the Fort Worth Independent School District (District) convened in regular session with a quorum of its members present, and;

**WHEREAS;** The Board of Education (BOE) approved Public-Private Partnership Guidelines (Guidelines) as allowed by Chapter 2267 of the Texas Government Code (Act) and Board Policy CDH (Legal), on March 25, 2014 and amended the Guidelines on July 18, 2017;

**AND WHEREAS,** the BOE is desirous of exploring the possibility of utilizing the Guidelines to initiate, develop and deliver qualified District capital projects in a transparent, timely and cost-efficient method in accordance with state law and Board Policy.

**AND WHEREAS,** it is recognized that certain agreements , including, but not limited to, Legal Services, Financial Advisory Services, and Real Estate Development Services (Professional Service Contracts), will be required to assist the District in this endeavor;

**AND WHEREAS,** it is further recognized that the District will incur costs to be initially paid from District funds (General Fund) for Professional Service Contracts and other costs associated with procurement proposal development, evaluation of proposals, the preparation of interim, comprehensive and/or final contractual agreements, and in-depth financial review of proposals in order to develop and deliver Qualified Projects as defined under the Act;

**AND WHEREAS,** Administration requests that the BOE execute this Resolution authorizing all out-of-pocket expenses incurred by the General Fund to be reimbursed from the financing of a finalized project and/or from the successful proposer(s) of a project, if any come to fruition.

**NOW, THEREFORE, BE IT, RESOLVED,** that the Board of Education of the Fort Worth Independent School District, in accordance with all applicable state and federal laws and Board Policy, does hereby authorize that all out-of-pocket expenses incurred by the General Fund in order to initiate, develop and deliver qualified District capital projects initiated in accordance with the Guidelines in a transparent, timely and cost efficient



method be reimbursed from the financing of a finalized project and/or from the successful proposer(s) of a project, if any come to fruition.

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

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

The above Resolution was voted on and adopted at a regular meeting that the Board of Education held on the 23rd day of October 2018.

\_\_\_\_\_  
Tobi Jackson, President  
Board of Education  
Fort Worth Independent School District

**ATTEST:**

\_\_\_\_\_  
Anael Luebanos, Secretary  
Board of Education  
Fort Worth Independent School District

**ACTION AGENDA ITEM  
BOARD MEETING  
OCTOBER 23, 2018**

**TOPIC: APPROVE RESOLUTION RECOGNIZING DAY OF THE GIRL IN FORT WORTH ISD**

**BACKGROUND:**

In 2011, as the result of youth advocacy around the world, the United Nations declared October 11th as the International Day of the Girl. The mission is to help galvanize worldwide enthusiasm for goals to better girls' lives, providing an opportunity for them to show leadership, and reach their full potential. It is a day for individuals to come together under the same goal to highlight, discuss, and take action to advance rights and opportunities for girls everywhere.

The Day of the Girl in the United States is a branch of this global movement. It is a youth-led movement advocating for gender justice and youth rights.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Resolution Recognizing Day of the Girl in Fort Worth ISD
2. Decline to Approve Resolution Recognizing Day of the Girl in Fort Worth ISD
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Resolution Recognizing Day of the Girl in Fort Worth ISD

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth ISD

**RATIONALE:**

Girls Inc. is dedicated to addressing issues in Tarrant County that will not only improve the lives of girls, but will also bring positive change to the community. The Day of the Girl is a response to an urgent problem facing our world today: the neglect and devaluation of girls around the world. The Day of the Girl celebration helps to highlight, discuss, celebrate and ultimately advance girls' lives and opportunities across the globe. The City of Fort Worth, Girls Inc. of Tarrant County, and the Fort Worth ISD will hereby proclaim October 12th, 2018 as Day of the Girl.

**INFORMATION SOURCE:**

Tobi Jackson

**RESOLUTION**

**Fort Worth Independent School District Board of Trustees  
Resolution to Recognize Day of the Girl in Fort Worth ISD**

**WHEREAS**, In 2011, the United Nations declared October 11 as the International Day of the Girl Child to raise awareness about all issues concerning gender inequality around the world; and,

**WHEREAS**, Girls Inc. is dedicated to addressing issues in Tarrant County that will not only improve the lives of girls, but that will bring positive change to the community; and,

**WHEREAS**, The Day of the Girl is a response to an urgent problem facing our world today: the neglect and devaluation of girls around the world. The Day of the Girl celebration helps to highlight, discuss, celebrate and ultimately advance girls’ lives and opportunities across the globe; and,

**WHEREAS**, Fort Worth ISD is proud to join the City of Fort Worth and Girls Inc. of Tarrant County in recognizing Day of the Girl, and to show our appreciation to all women in Fort Worth for their contributions that help make our city the great place that it is today.

**NOW, BE IT RESOLVED** that the Fort Worth Independent School District Board of Trustees does hereby recognize and honor October 12<sup>th</sup>, 2018 as Day of the Girl.

**APPROVED** on the 23<sup>rd</sup> day of October 2018 by the Fort Worth ISD Board of Trustees.

\_\_\_\_\_  
Tobi Jackson, School Board President  
District 2

\_\_\_\_\_  
T.A. Sims, Sr., First Vice-President  
District 4

\_\_\_\_\_  
Ann Sutherland, Second Vice-President  
District 6

\_\_\_\_\_  
Anael Luebanos, Board Secretary  
District 8

\_\_\_\_\_  
Jacinto “Cinto” Ramos, Jr.  
District 1

\_\_\_\_\_  
Christene C. Moss  
District 3

\_\_\_\_\_  
Judy Needham  
District 5

\_\_\_\_\_  
Norman Robbins  
District 7

\_\_\_\_\_  
Ashley Paz  
District 9