

*Board of Education
Regular Meeting
October 9, 2018*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on October 9, 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** - Alice Carlson Elementary School
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Parent Volunteer Recognition - Paschal High School
 - C. Family Engagement and School Support
 - D. Council of Urban Boards of Education Annual Award for Urban School Board Excellence
4. **REPORTS/PRESENTATIONS**
 - A. 2017 Capital Improvement Program Update
 - B. 2019-2020 Budget Planning Calendar
5. **LONE STAR GOVERNANCE**
 - A. Campus Educational Improvement Plan Process
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 11, 2018 - Regular Meeting 4
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 - 1. Approval to Purchase Industry Certification Examination License and Prep Material 14
 - 2. Approve Musical Instrument Purchases for FWISD Secondary Instrumental Orchestra Programs 27
 - 3. Approve Ratification of Purchase of Computer Equipment and Services for Trimble Tech High School 33
 - 4. Approve Purchase of Backstop Netting for Baseball Field at Trimble Technical High School 38
- C. Approve Interlocal Agreement Between Fort Worth ISD and the City of Forest Hill for School Security Services 45
- D. Approval of the Application for the Waiver of the 2018-2019 Request for Maximum Class Size Exemption 57
- E. Approval of Budget Amendment for the Period Ended September 30, 2018 59
- F. Approve the 2019-2020 Budget Development Calendar 64
- G. Closeout of the Contract with Sedalco, Inc. for Bid Package 027 (RFCSP #17-002) and Authorization of Final Payment in the 2013 Capital Improvement Program 67
- H. Closeout of the Contract with Basecom, Inc. for Bid Package 063 (RFCSP #17-067) and Authorization of Final Payment in the 2013 Capital Improvement Program 70

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. Waive First Reading and Approve Board Policy ELA (LOCAL) 73
- B. Consider the Level III Grievance of Ryan Barnes (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 9, 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
Jerry Moore

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 11, 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 6, 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 6, 2018 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING SEPTEMBER 11, 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 6, 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 6, 2018.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

Mrs. Jackson called the meeting to order at 5:33 p.m.

The following Board Members were present:

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

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Charles Carroll, Chief Academic Officer
Art Cavazos, Chief of District Operations
Karen Molinar, Chief of Staff
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Human Capital Management
Elsie Schiro, Chief of Business & Finance

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

2. PLEDGES -Â Morningside Elementary School

Fifth grade students lead in the pledges. Principal Misty Rothermund recognized parents and staff that were present.

3. RECOGNITIONS

A. Recognition of Students Greeting Prior to the Meeting

Clint Bond introduced JROTC cadet corps leadership team.

B. Patriot Day

Clint Bond made comments in commemoration of the terrorist attacks on America 17 years ago.

4. REPORTS/PRESENTATIONS

A. Student Discipline Update

Mrs. Sherry Breed and Michael Steinert gave this presentation.

Questions and comments from the Board were received.

(Judy Needham arrived at 5:40 p.m.)

(T. A. Sims arrived at 5:44 p.m.)

(Ashley Paz arrived at 5:58 p.m.)

5. LONE STAR GOVERNANCE

A. College, Career, and Military Readiness

Mr. Charles Carroll made opening comments before David Saenz gave the presentation.

6. PUBLIC COMMENT

Speakers:

Cleveland Harris

Malikk Austin

Andrew Brinker

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

The meeting was recessed at 7:02 p.m. and reconvened at 7:12 p.m.

8. DISCUSSION OF AGENDA ITEMS

Mr. Robbins commented regarding item 9.B.1., concerning the purchase of paper. He asked if the Board could receive a report of usage of the past several years and any steps being taken to reduce usage.

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. August 7, 2018 - Regular Meeting
2. August 21, 2018 - Regular Meeting

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

1. Approve Purchase of Xerox Copy Paper
2. Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System
3. Approve VST Services Contract for E-Rate Consulting Services for 2018-2019 School Year
4. Approve Amendment of Wide Area Network Services (E-Rate Eligible)
5. Approve Renewal Services for Wireless Cellular Voice and Data Services for the 2018-2019 School Year
6. Approve Renewal of Session Initiation Protocol (SIP) Trunking and Long Distance Services for the 2018-2019 School Year
7. Approve Renewal of Internet Access Service (E-Rate Eligible)

C. Approval to Recognize Texas A&M Agrilife Extension Service Staff as Fort Worth

ISD Adjunct Staff Members when Pertaining to and Participating in 4-H Related Educational Activities with Fort Worth ISD Students and Approval to Allow 4-H Organization to be Sanctioned as an Extracurricular Activity

- D. Approval of Technical Assistance for TEA Community Partnership Grant Related to Early Childhood and After School Learning Opportunities
 - E. Approval of the Annual Investment Report for the Period: July 1, 2017 - June 30, 2018
 - F. Approve Amendment of Lease Between Fort Worth ISD and the Fort Worth Stock Show & Rodeo to Improve Farrington Field Parking Facilities and to Extend Term of Lease
 - G. Approve Interlocal Agreement to Access Trinity Park
 - H. Approve Budget Amendment Transferring Funds to Program Contingency for the 2013 Capital Improvement Program
 - I. Approve Budget Amendment and Budget Increase for Bid Package 018 Wedgwood 6th Grade (RFP 15-036) in the 2013 Capital Improvement Program
 - J. Approve Budget Amendment and Budget Increase for Bid Package 028 Morningside Middle School (RFP 18-019) in the 2013 Capital Improvement Program
 - K. Authorization to Enter into Contracts for Moving Services for the 2017 Capital Improvement Program
 - L. Approval of Minutes of the April 16, 2018 Citizens' Oversight Committee Meeting for the 2013 Capital Improvement Program
 - M. Approval of Minutes of the May 21, 2018 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program
10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

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

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

A. Seek the Advice of Attorneys (Section 551.071), including:

- 1. TEA Mediation, Docket No. 269-SE-0618

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

1. District Teaching Permit for Non-Core CTE Courses

C. Security Implementation (Section 551.076)

D. Real Property (Section 551.072)

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 8:50 p.m.

13. ACCEPT CONSENT AGENDA

Motion was made by Christene Moss, seconded by Anael Luebanos, to approve CONSENT AGENDA.

The motion was unanimously approved.

14. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

15. ACTION AGENDA ITEMS

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

Motion was made by Norman Robbins, seconded by Anael Luebanos, to approve Recommendation to Terminate Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code.

The motion was unanimously approved.

No action was required on items B. and C.

B. Take Action to Approve the Recommendation to Terminate Certain Probationary

Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

- C. Take Action to Approve the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Authorization to Award a Contract for Latino/a American History and Culture Consultant Services

Motion was made by Norman Robbins, seconded by Christene Moss, to approve Authorization to Award a Contract for Latino/a American History and Culture Consultant Services.

The motion was unanimously approved.

6 voting yes
1 abstention by Jacinto Ramos

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

Motion was made by Christene Moss, seconded by T.A. Sims, to approve the Issuance of a District Teaching Permit for Non-Core CTE Course of aircraft Technology to Rickey Hestilow.

The motion was unanimously approved.

Motion was made by Jacinto Ramos, seconded by T.A. Sims, to approve Issuance of District Teaching Permit for the Non-Core CTE Course of Health Science to Hogan Hammond.

The motion was unanimously approved.

- F. Approve Terms of Mediation Agreement in Regard to TEA Docket No. 269-SE-0618

Motion was made by Judy Needham, seconded by Christene Moss, to approve the Mediation Breach, TEA Docket No. 269-SE-0618, As Discussed in Closed Session.

The motion was unanimously approved.

- G. Consider the Level III Grievance of Shauna Woody (convene in closed session, if necessary).

1. 10 Minutes - Presentation by Employee and/or Representative
2. 10 Minutes - Presentation by District Representative
3. 10 Minutes - Questions from Board Members

4. 15 Minutes - Board Deliberations (in closed session)
5. Render Decision, if any, on the Level III Grievance (in open session)

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve to Uphold the Administration's Level II Decision and Deny All Requested Relief.

The motion was unanimously approved.

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

Jacinto Ramos

17. ADJOURN

The meeting was adjourned at 9:39 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 9, 2018**

**TOPIC: APPROVAL TO PURCHASE INDUSTRY CERTIFICATION
EXAMINATION LICENSE AND PREP MATERIAL**

BACKGROUND:

The number of CTE students taking an industry certification exam has increased significantly in the past year. In an effort to make industry certifications more accessible to students and to fully prepare students for the exams, we have increased the number of exam licenses and preparation materials that we normally purchase. This purchase provides access to exams as well as extensive study and preparation materials for students.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase Industry Certification Examination License and Prep Material
2. Decline to Approve Purchase Industry Certification Examination License and Prep Material
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase Industry Certification Examination License and Prep Material

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-027-XXX-22-221-000000-

COST:

\$188,944

VENDOR:

Certiport

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 18-065

Number of Bid/Proposals received: 48

HUB Firms: 4

Compliant Bids: 48

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

- Carter Riverside High School
- Arlington Heights High School
- South Hills High School
- Diamond Hill High School
- Dunbar High School
- Eastern Hills High School
- North Side High School
- Polytechnic High School
- Paschal High School
- Trimble Tech High School
- Southwest High School
- Western Hills High School
- OD Wyatt High School
- Young Women's Leadership Academy
- Young Men's Leadership Academy
- World Languages Institute
- TCC South – FWISD Collegiate

RATIONALE:

The purpose of this purchase is to provide students access to industry recognized certification exams as well as study material to pass the exams. The total number of exams administered has increased from 1349 to 3943 and the total number of exams passed has increased from 836 to 1611 in the previous school year. Our goal is to continue to increase the number of students earning a certification and to provide students with additional resources to prepare for the exam. Industry certification exams are part of the compliance measures for House Bill 5, the federal Perkins grant as it relates to data reporting on academic standards in the CTE courses, and state accountability. As part of our planning process, we have:

- Identified campuses with career foci ending with certifications
- Identified and trained proctors
- Provided "Interpreting the Data" workshop for proctors/teachers
- Determined cost per campus
- Researched service providers for certifications
- Determined Certiport was sole provider of testing for these particular certifications

Our monitoring processes will include:

- Proctors will report data to the CTE office
- CTE Instructional Coaches will monitor the number of coherent sequence takers (eligible students) that are taking the industry certification exams and strive to attain a 100% participation rate
- Instructional Coaches will also work with teachers to help them analyze the exam results to determine which concepts may need to be reinforced

INFORMATION SOURCE:

Charles Carroll
David Saenz

CERTIPORT

A PEARSON VUE BUSINESS

Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 9/7/2018
 Expiration This quote is valid until 11/17/2018
 Quote Number 00048604
 Certiport ID 90070929

Mailing Address (Send POs here)
 Certiport, a business of NCS Pearson, Inc.
 1276 South 820 East, Suite 200
 American Fork UT 84003
 USA

Remit by Check to:
 NCS PEARSON INC
 13036 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

Corporate Address
 5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Remit by Wire or ACH to:
 Bank of America - Account Name: NCS Pearson Inc.
 ACH # 071-000-039 WIRE # 0260-0959-3
 Account No 81881-05388 SWIFT: BOFAUS3N
 (Include invoice number in transmission)

Sales (888) 222-7890 Fax (801) 492-4118

Federal Tax ID Number 41-0850527

Bill To Name Fort Worth ISD CTE
Bill To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Ship To Name Fort Worth ISD CTE
Ship To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Product	Quantity	Sales Price	Total Price
QuickBooks Certified User Exam Voucher + Retake + GMetrix Practice Test	5.00	\$99.00	\$495.00
QuickBooks Certified User Exam Voucher + Retake + GMetrix Practice Test	15.00	\$99.00	\$1,485.00
QuickBooks Certified User Exam Voucher + Retake + GMetrix Practice Test	18.00	\$99.00	\$1,782.00
QuickBooks License with Gmetrix Practice Tests - K-12	5.00	\$3,400.00	\$17,000.00

**** All Certification exams and licenses expire one year from purchase date and no extensions. No refunds or exchanges on any products.**

Grand Total \$20,762.00

Grand Total does not include applicable taxes which may be charged

1105095: Intuit QuickBooks exam and practice test licenses for Carter-Riverside, Paschal, Trimble, Polytechnic and Eastern Hills High Schools.

1105156 Intuit QuickBooks Vouchers+Retake+Practice Tests. Five for North Side High School, 15 for D. D. Wyatt High School and 18 for Southwest High School.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. (" Seller ") and the organization listed on this Quote Sheet (" Buyer ") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the " Agreement ") Seller ' s agreement to provide the goods and/or services is expressly conditional on Buyer ' s assent to this Agreement. If Buyer objects to any terms herein, such



Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 9/7/2018
 Expiration This quote is valid until 11/17/2018
 Quote Number 00048614
 Certiport ID 90070929

Mailing Address (Send POs here)
 Certiport, a business of NCS Pearson, Inc
 1276 South 820 East, Suite 200
 American Fork UT 84003
 USA

Remit by Check to:
 NCS PEARSON INC
 13036 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

Corporate Address
 5601 Green Valley Drive
 Bloomington MN 55437
 USA

Remit by Wire or ACH to:
 Bank of America - Account Name NCS Pearson Inc
 ACH # 071-000-039 WIRE # 0260-0959-3
 Account No 81881-05388 SWIFT BOFAUS3N
 (Include invoice number in transmission)

Sales (888) 222-7890 Fax (801) 492-4118

Federal Tax ID Number 41-0850527

Bill To Name Fort Worth ISD CTE
Bill To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Ship To Name Fort Worth ISD CTE
Ship To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Product	Quantity	Sales Price	Total Price
(LearnKey) QuickBooks 2017 10 seat License - 100 user K12/WFD (GMetrix platform)	1.00	\$595.00	\$595.00
(LearnKey) QuickBooks 2017 30 seat License - 300 user K12/WFD (GMetrix platform)	4.00	\$1,250.00	\$5,000.00
(LearnKey) QuickBooks 2017 Site License - 500 user K12/WFD (GMetrix platform)	3.00	\$1,800.00	\$5,400.00

**** All Certification exams and licenses expire one year from purchase date and no extensions. No refunds or exchanges on any products.**

Grand Total \$10,995.00

Grand Total does not include applicable taxes which may be charged.

- North Side High School--10 Seat License
- Carter Riverside High School--30 Seat License
- Paschal High School--30 Seat License
- O. D. Wyatt High School--30 Seat License
- Southwest High School--30 Seat License
- Trimble Tech High School--Site License
- Polytechnic High School--Site License
- Eastern Hills High School--Site License

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms here in, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely objection or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

CERTIPOINT

A PEARSON VUE BUSINESS

Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972 637 4604
 Fax 801.492.4118
 Created Date 9/7/2018
 Expiration This quote is valid until 11/17/2018
 Quote Number 00048620
 Certiport ID 90070929

Mailing Address (Send POs here)
 Certiport a business of NCS Pearson, Inc
 1276 South 820 East Suite 200
 American Fork, UT 84003
 USA

Remit by Check to:
 NCS PEARSON, INC.
 13036 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

Corporate Address
 5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Remit by Wire or ACH to:
 Bank of America - Account Name: NCS Pearson Inc.
 ACH # 071-000-039 WIRE # 0260-0959-3
 Account No 81881-05388 SWIFT BOFAUS3N
 (Include invoice number in transmission)

Sales (888) 222-7890 Fax (801) 492-4118

Federal Tax ID Number: 41-0850527

Bill To Name Fort Worth ISD CTE
Bill To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Ship To Name Fort Worth ISD CTE
Ship To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Product Code	Product	Quantity	Sales Price	Total Price
1102103	ACU Campus License with Site License Practice Test - K12 (NOAM)	2.00	\$4,800.00	\$9,600.00
1102098	ACU Classroom License with 30 Seat Practice Test - K12 (NOAM)	3.00	\$3,600.00	\$10,800.00

**** All Certification exams and licenses expire one year from purchase date and no extensions. No refunds or exchanges on any products.**

Grand Total \$20,400.00

Grand Total does not include applicable taxes which may be charged.

1102103: Autodesk Campus Licenses for South Hills and Western Hills High Schools.

1102098: Autodesk Classroom Licenses for North Side, O. D. Wyatt and Diamond Hill Jarvis High Schools.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 9/7/2018
 Expiration This quote is valid until 10/26/2018
 Quote Number 00048579
 Certiport ID 90070929

Mailing Address (Send POs here)
 Certiport, a business of NCS Pearson, Inc.
 1276 South 820 East, Suite 200
 American Fork, UT 84003
 USA

Remit by Check to:
 NCS PEARSON, INC
 13036 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

Corporate Address
 5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Remit by Wire or ACH to:
 Bank of America - Account Name: NCS Pearson Inc
 ACH # 071-000-039 WIRE: # 0260-0959-3
 Account No 81881-05388 SWIFT: BOFAUS3N
 (Include invoice number in transmission)

Sales (888) 222-7890 Fax (801) 492-4118

Federal Tax ID Number 41-0850527

Bill To Name Fort Worth ISD CTE
 Bill To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Ship To Name Fort Worth ISD CTE
 Ship To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Product	Quantity	Sales Price	Total Price
(CADLearning) ACU E-learning 100 User License	2.00	\$1,200.00	\$2,400.00
(CADLearning) ACU E-learning Unlimited Campus License	2.00	\$1,800.00	\$3,600.00

**** All Certification exams and licenses expire one year from purchase date and no extensions. No refunds or exchanges on any products.**

Grand Total: \$6,000.00

Grand Total does not include applicable taxes which may be charged

This quote includes CADLearning Campus Licenses for South Hills and Green B. Trimble Tech High Schools and CADLearning 100 User Licenses for Western Hills and Oscar Wyatt High Schools.

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CERTIPOINT

A PEARSON VUE BUSINESS

Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 9/7/2018
 Expiration This quote is valid until 11/17/2018
 Quote Number 00048623
 Certipoint ID 90070929

Mailing Address (Send POs here)
 Certipoint, a business of NCS Pearson, Inc.
 1276 South 820 East, Suite 200
 American Fork, UT 84003
 USA

Remit by Check to:
 NCS PEARSON, INC
 13036 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

Corporate Address
 5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Remit by Wire or ACH to:
 Bank of America - Account Name NCS Pearson Inc.
 ACH: # 071-000-039 WIRE # 0260-0959-3
 Account No 81881-05388 SWIFT BOFAUS3N
 (Include invoice number in transmission)

Sales (888) 222-7890 Fax (801) 492-4118

Federal Tax ID Number 41-0850527

Bill To Name Fort Worth ISD CTE
Bill To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Ship To Name Fort Worth ISD CTE
Ship To 100 N. University Dr
 Suite SW180
 Fort Worth TX 76107
 USA

Product Code	Product	Quantity	Sales Price	Total Price
1102126	ACA Campus License Bundle - Full Suite - K12	5.00	\$5,700.00	\$28,500.00

**** All Certification exams and licenses expire one year from purchase date and no extensions. No refunds or exchanges on any products.**

Grand Total \$28,500.00

Grand Total does not include applicable taxes which may be charged.

1102126 These licenses are for South Hills,
 Polytechnic, Pascal Trimble Tech and
 Southwest High Schools.

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Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 9/7/2018
 Expiration This quote is valid until 10/26/2018
 Quote Number 00048588
 Certiport ID 90070929

Mailing Address (Send POs here)
 Certiport, a business of NCS Pearson, Inc
 1276 South 820 East, Suite 200
 American Fork, UT 84003
 USA

Remit by Check to:
 NCS PEARSON, INC.
 13036 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

Corporate Address
 5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Remit by Wire or ACH to:
 Bank of America - Account Name: NCS Pearson Inc.
 ACH # 071-000-039 WIRE # 0260-0959-3
 Account No 81881-05388 SWIFT: BOFAUS3N
 (Include invoice number in transmission)

Sales (888) 222-7890 Fax (801) 492-4118

Federal Tax ID Number: 41-0850527

Bill To Name Fort Worth ISD CTE
Bill To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Ship To Name Fort Worth ISD CTE
Ship To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Product Code	Product	Quantity	Sales Price	Total Price
1102125	ACA Classroom License Bundle - Full Suite - K12	1.00	\$4,275.00	\$4,275.00

**** All Certification exams and licenses expire one year from purchase date and no extensions. No refunds or exchanges on any products.**

Grand Total \$4,275.00

Grand Total does not include applicable taxes which may be charged.

This license is for North Side High School.

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2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

CERTIPOINT

A PEARSON VUE BUSINESS

Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 9/11/2018
 Expiration This quote is valid until 10/26/2018
 Quote Number 00048818
 Certiport ID 90070929

Mailing Address (Send POs here)
 Certiport, a business of NCS Pearson, Inc.
 1276 South B20 East, Suite 200
 American Fork, UT 84003
 USA

Remit by Check to:
 NCS PEARSON, INC.
 13036 COLLECTION CENTER DRIVE
 CHICAGO IL 60693

Corporate Address
 5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Remit by Wire or ACH to:
 Bank of America - Account Name NCS Pearson Inc
 ACH # 071-000-039 WIRE # 0260-0959-3
 Account No: 81881-05388 SWIFT: BOFAUS3N
 (Include invoice number in transmission)

Sales (888) 222-7890 Fax (801) 492-4118

Federal Tax ID Number 41-0850527

Bill To Name Fort Worth ISD CTE
Bill To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Ship To Name Fort Worth ISD CTE
Ship To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Product	Quantity	Sales Price	Total Price
(LearnKey) ACA 30 Seat License -300 User K12/WFD (GMetrix Platform)	8.00	\$1,575.00	\$12,600.00
(LearnKey) ACA Site License K12/WFD (GMetrix Platform)	5.00	\$2,250.00	\$11,250.00

**** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$23,850.00

Grand Total does not include applicable taxes which may be charged

Terms and Conditions of Sale

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2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges.

CERTIPORT

A PEARSON VUE BUSINESS

Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 9/11/2018
 Expiration This quote is valid until 11/16/2018
 Quote Number 00048830
 Certiport ID 90070929

Mailing Address (Send POs here)
 Certiport a business of NCS Pearson, Inc.
 1276 South 820 East, Suite 200
 American Fork, UT 84003
 USA

Remit by Check to:
 NCS PEARSON, INC
 13036 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

Corporate Address
 5601 Green Valley Drive
 Bloomington MN 55437
 USA

Remit by Wire or ACH to:
 Bank of America - Account Name NCS Pearson inc
 ACH # 071-000-039 WIRE # 0260-0959-3
 Account No B1881-05388 SWIFT: BOFAUS3N
 (Include invoice number in transmission)

Sales (888) 222-7890 Fax (801) 492-4118

Federal Tax ID Number: 41-0850527

Bill To Name Fort Worth ISD CTE
 Bill To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Ship To Name Fort Worth ISD CTE
 Ship To 100 N. University Dr
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 Fort Worth, TX 76107
 USA

Product	Quantity	Sales Price	Total Price
MOS Bundle Jasperactive, GMetrix, Exam Site Licenses - K12	6.00	\$7,799.00	\$46,794.00

**** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$46,794.00

Grand Total does not include applicable taxes which may be charged.

These Jasperactive licenses are for South Hills,
 Eastern Hills, Polytechnic, Southwest, Trimble
 Tech and O. D. Wyatt High Schools.

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By April Spencer
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 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 9/11/2018
 Expiration This quote is valid until 11/09/2018
 Quote Number 00048831
 Certiport ID 90070929

Mailing Address (Send POs here)
 Certiport, a business of NCS Pearson, Inc
 1276 South 820 East Suite 200
 American Fork UT 84003
 USA

Remit by Check to:
 NCS PEARSON, INC.
 13036 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

Corporate Address
 5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Remit by Wire or ACH to:
 Bank of America - Account Name: NCS Pearson Inc
 ACH: # 071-000-039 WIRE: # 0260-0959-3
 Account No 81881-05388 SWIFT: BOFAUS3N
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Sales (888) 222-7890 Fax (801) 492-4118

Federal Tax ID Number 41-0850527

Bill To Name Fort Worth ISD CTE
Bill To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Ship To Name Fort Worth ISD CTE
Ship To 100 N. University Dr
 Suite SW180
 Fort Worth, TX 76107
 USA

Product Code	Product	Quantity	Sales Price	Total Price
1102221	MTA Campus License - 250 Exams (Tier 1)	1.00	\$2,975.00	\$2,975.00

**** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$2,975.00

Grand Total does not include applicable taxes which may be charged

This license is for TCC South

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CERTIPORT

A PEARSON VUE BUSINESS

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 Created Date 9/11/2018
 Expiration This quote is valid until 11/09/2018
 Quote Number 00048833
 Certiport ID 90070929

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 1276 South 820 East, Suite 200
 American Fork UT 84003
 USA

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 NCS PEARSON, INC
 13036 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

Corporate Address
 5601 Green Valley Drive
 Bloomington, MN 55437
 USA

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 Bank of America - Account Name NCS Pearson Inc.
 ACH # 071-000-039 WIRE # 0260-0959-3
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Federal Tax ID Number 41-0850527

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Ship To Name Fort Worth ISD CTE
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 USA

Product	Quantity	Sales Price	Total Price
(CCI) MOS Jasperactive 30 Seat License 1 Year K12/WFD	5.00	\$3,199.00	\$15,995.00
(CCI) MOS Jasperactive Site License (Full Suite) 1 Year K12	2.00	\$4,199.00	\$8,398.00

**** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$24,393.00

Grand Total does not include applicable taxes which may be charged

This quote includes Jasperactive 30 seat licenses for Amon Carter-Riverside, Arlington Heights Diamond Hill-Jarvis, Western Hills and North Side High Schools.

This quote also includes Jasperactive site licenses for Paul Laurence Dunbar High School/YMLA and Pascal High School.

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**ACTION AGENDA ITEM
BOARD MEETING
October 9, 2018**

**TOPIC: APPROVE MUSICAL INSTRUMENT PURCHASES FOR FWISD
SECONDARY INSTRUMENTAL ORCHESTRA PROGRAMS**

BACKGROUND:

Consistent with Board Policy, Interlocal Agreement quotes were requested to purchase musical instruments for the secondary FWISD campuses for orchestra programs. Instrumental Music conducted a survey of instrument needs from faculty for their campus to accommodate their student needs. Instrumental Music determined the significant need to purchase instruments to supplement current inventory to accommodate elevated student interest and student enrollment at most of our campuses. The requested purchases also reflect the need to supply students with high quality string instruments. The vendor is local and has been recommended based on previous purchases. They have met specifications and are the lowest bid. The recommended purchase is included in the supporting documents.

In addition, as previously outlined to the BOE, it is in the best interest of the District to use monies remaining in previous CIP funded projects, as all the projects outlined and published in those programs have been fully completed and the amounts remaining in those funds should be expended. The purchase of secondary instrumental instruments would qualify for the usage of Fund 685, as it was common practice for the District to purchase musical instruments out of bond proceeds during this time frame.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Music Instrument Purchases for all FWISD Secondary Instrumental Orchestra Programs
2. Decline to Approve Music Instrument Purchases for all FWISD Secondary Instrumental Orchestra Programs
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Music Instrument Purchases for all FWISD Secondary Instrumental Orchestra Programs

FUNDING SOURCE

Additional Details

CIP Fund

685-11-6397-081-XXX-11-XXX-000000

COST:

\$200,593.00

VENDOR:

Dallas Strings

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas – Lewisville Contract 2426-15. Supporting documentation is attached. Actual quotes are on file in the purchasing department.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

FWISD Secondary Instrumental Orchestra Programs Instrumental Music Programs - Attached List

RATIONALE:

Additional instruments to support increased student enrollment and the need to purchase additional quality instruments to support higher artistic achievement in the string music programs.

INFORMATION SOURCE:

Charles Carroll
Christina Walk
Dick Clardy

Instrument	Size	Totals	Applied Learning Academy	Benbrook	Glencrest	Heights/ Stripling	Kirkpatrick	McLean 6	McLean MS	Meacham	Monnig	Paschial	TABS	YWLA	Jacquet	Morningside
Violin	4/4	38	2	2	17						4	3	4			12
Violin	3/4	46			26					5	5					11
Violin	1/2	9		3	1		5			4				2		3
Viola	15"	10	2	4	5							5			5	
Viola	14"	17	5	2	4					2					5	10
Viola	13"	16					4	3	1	4				1		10
Viola	12"	0					1									
Cello	4/4	11			1	5	2				2		5	1		3
Cello	3/4	24	5			6	4	6	10			3			5	6
Cello	1/2	5					4							3		2
Bass	3/4	1		2					1							
Bass	1/2	8	3	2			5	2	2						1	5

\$ 200,593.00 \$ 14,674.00 \$ 11,157.00 \$ 18,650.00 \$ 13,200.00 \$ 24,665.00 \$ 8,250.00 \$ 17,924.00 \$ 6,325.00 \$ 6,975.00 \$ 9,050.00 \$ 1,200.00 \$ 4,600.00 \$ 18,833.00 \$ 45,090.00

LEWISVILLE INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
PO BOX 217
LEWISVILLE, TX 75067

NOTICE TO BIDDERS
CSP #2426-15

SCOPE OF WORK: Lewisville Independent School District is requesting proposals for **Musical Instruments, Supplies and Repairs.**

Firm Name Dallas Strings, Inc. Date 7/18/15
Firm Address 20 E. McDermott rd. Allen, Tx 75002 Phone 469-675-0085
Authorized Company
Contact Representative Name Ron Gilbert Direct Phone 214-392-6092
Address 20 E. McDermott rd. Allen Tx 75002 Direct Email Rongilbert@Dallasstrings.com

Sealed proposals will be received by the Purchasing Department of the Lewisville Independent School District until **August 6, 2015 at 2:00pm CST** for:

MUSICAL INSTRUMENTS, SUPPLIES AND REPAIRS

Proposals will be opened at this time. Proposals received after this time and date will not be considered. The District is not responsible for unmarked or improperly marked proposals. The District is not responsible for proposals delivered after the scheduled deadline due to the external or internal mail system. The time and date recorded in the Purchasing Office shall be the official time of receipt.

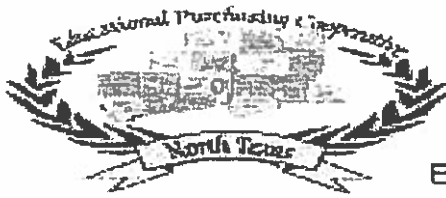
Sealed proposals must be properly labeled on the OUTSIDE of the envelope as follows:

S. David Lyons, Director of Purchasing
William T Bolin Administrative Center
Purchasing Department
1565 W. Main Street, Room 220
Lewisville, TX 75067

"Competitive Sealed Proposal #2426-15 - Musical Instruments, Supplies and Repairs"

1. If due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.
2. Any requests for additional information pertaining to these specifications, should be directed in writing by fax or email to S. David Lyons at fax number - 214/222-2450 or email - lyonsd@lisd.net by dates listed in the timetable.

Publish: July 17 and 24, 2015



Educational Purchasing Cooperative of North Texas

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Lewisville Independent School District have indicated an interest in participating under any resulting contract. Should these governmental entities decide to under any resulting contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing contained herein would apply?

Yes ~~_____~~

No _____

If you (the Vendor) checked yes, the following will apply:

Governmental entities utilizing interlocal agreements with the Lewisville Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Lewisville Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Lewisville Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com/INDEX.htm>.

Company Name:

Dallas Strings, Inc.
(Typed or printed)

Title of Authorized Representative:

Ron Gilbert
(Typed or printed)

Signature of Authorized Company Official:

Ron Gilbert

Date Signed:

2/18/15

**CONSENT AGENDA ITEM
BOARD MEETING
October 9, 2018**

TOPIC: APPROVE RATIFICATION OF PURCHASE OF COMPUTER EQUIPMENT AND SERVICES FOR TRIMBLE TECH HIGH SCHOOL

BACKGROUND:

DiG iN is the District’s digital integration, one-to-one student laptop initiative. The refresh of the one-to-one student device will transition from a student laptop to a student Chromebook. The District will pilot this refresh initiative at one high school during the 18-19 school year. Chromebooks were evaluated by Curriculum and Instruction and were selected as the new student device standard; the Chromebooks will meet the needs of students, are easier to manage, and cost less.

In order to begin the one-to-one student device refresh initiative and the pilot at Trimble Tech High School, Chromebooks needed to be ordered and prepared immediately. Administration recommends the usage of a part of the remaining funds from the 2013 CIP Technology Fund (Fund 682). The usage of this Fund to purchase student Chromebooks squarely falls within the guidelines for which this fund was created after the 2013 Bond Election.

Project	Amount Transferred	Transferred To Budget
12C	\$693,460.00	682-11-6396-12C-011-11-000-000000

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Purchase of Computer Equipment and Services for Trimble Tech High School
2. Decline to Approve Ratification of Purchase of Computer Equipment and Services for Trimble Tech High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Computer Equipment and Services for Trimble Tech High School

FUNDING SOURCE

Additional Details

CIP 2013

682-11-6396-12C-011-11-000-000000

COST:

\$693,460.00

VENDOR:

CDW-G

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 17-091

Number of Bid/Proposals received: 7

HUB Firms: 1

Compliant Bids: 7

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

011-Trimble Tech High School

RATIONALE:

Purchasing the Chromebooks for immediate distribution was necessary for the pilot refresh initiative for Trimble Tech High School.

INFORMATION SOURCE:

Art Cavazos
Charles Carroll
Elsie Schiro
Becky Navarre

QUOTE CONFIRMATION



DEAR MCDENY MOJICA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KCGD951	9/13/2018	2K.ACER.C731.CHROME.BA G	0926086	\$693,460.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Acer Chromebook 11 N7 C731-CBVE - 11.6" - Celeron N3060 - 4 GB RAM - 16 GB Mfg. Part#: NX.GMBAA.001 UNSPSC: 43211503 Contract: Fort Worth ISD RFP# 17-091 (17-091)	2000	4436075	\$346.73	\$693,460.00
Acer Paperless Warranty Educare - extended service agreement - 2 years - 2n Mfg. Part#: 146.EE406.001 UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: Fort Worth ISD RFP# 17-091 (17-091)	2000	3267411	\$0.00	\$0.00
Google Chrome Management Console License Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Fort Worth ISD RFP# 17-091 (17-091)	2000	3577022	\$0.00	\$0.00
Absolute for Chromebooks - Premium - subscription license (3 years) - 1 lic Mfg. Part#: MTMPRMC-GD-PROMO-36 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Fort Worth ISD RFP# 17-091 (17-091)	2000	4406824	\$0.00	\$0.00
Max Cases MAX Zip Sleeve 11" Bag - notebook sleeve Mfg. Part#: MC-ZS-GEN-11-BLK UNSPSC: 53121706 Contract: Fort Worth ISD RFP# 17-091 (17-091)	2000	4149260	\$0.00	\$0.00
FORTWORTH CB BLENDED - BAG Mfg. Part#: EBR-34086-2-SLA Electronic distribution - NO MEDIA Contract: Fort Worth ISD RFP# 17-091 (17-091)	2000	5192204	\$0.00	\$0.00

PURCHASER BILLING INFO	SUBTOTAL	\$693,460.00
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$693,460.00

DELIVER TO	Please remit payments to:
Shipping Address: FORT WORTH ISD C/O EBRYIT INC 4711-B #64 HWY 36 SOUTH ROSENBERG, TX 77471 Phone: (817) 814-2120 Shipping Method: UPS Ground	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW+G SALES CONTACT INFORMATION

	Mike Chiesa	(866) 301-5739	mikechl@cdw.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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**CONSENT AGENDA ITEM
BOARD MEETING
October 9, 2018**

TOPIC: APPROVE PURCHASE OF BACKSTOP NETTING FOR BASEBALL FIELD AT TRIMBLE TECHNICAL HIGH SCHOOL

BACKGROUND:

Trimble Technical High School baseball field is in need of backstop netting. The home plate is located at the intersection of the 900 block of South Henderson Street and the 1100 block of West Dashwood Street. It is very common for foul balls to go into the street or across the street. Student athletes or others have to retrieve the foul balls. The backstop netting will reduce the chances of balls going into the street, thereby creating a safer environment for the student athletes. Tax Increment Reinvestment Zone Number Four (TIF-4) funds will be used for the procurement of the backstop netting. Hellas Construction, Inc. will install the backstop netting for \$103,816.00, is a member of BuyBoard for Indoor/Outdoor Flooring Products, Sports Surfaces, Wood/Concrete Floor Refinish Contract #560-18.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Backstop Netting for Baseball Field at Trimble Technical High School
2. Decline to Approve Purchase of Backstop Netting for Baseball Field at Trimble Technical High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Backstop Netting for Baseball Field at Trimble Technical High School

FUNDING SOURCE

Additional Details

TIF #4

499-36-6299-0SM-011-91-475-000000-49906

COST:

\$103,816.

VENDOR:

Hellas Construction, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 560-18. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Trimble Technical High School
Operations Department

RATIONALE:

Installation of backstop netting for home plate at Trimble Technical High School is necessary to provide a safe environment for our student athletes.

INFORMATION SOURCE:

Art Cavazos
Cherie Washington
Todd Vesely
Gil Griffin



September 7, 2018

Gil Griffin
General Manager of Maintenance & Operations
FWISD
2808 Tiller Street
Fort Worth, TX 76107
gilbert.griffin@fwisd.org

RE: Tribble Technical High School
Backstop Netting Proposal
Purchase via "The Local Government Purchasing Cooperative", the Buy Board,
effective 4/1/2015, for Indoor/Outdoor Flooring Products, Sports Surfaces,
Wood/Concrete Floor Refinish #560-18.

Hellas Construction, Inc. is pleased to provide this Proposal to provide and install a
backstop netting system at the Trimble Tech High School baseball field.

Backstop Netting Proposal

Hellas proposes to supply and install approximately a 60' x 250' suspension backstop
system at the Trimble Tech High School baseball field. The newly proposed system will
stretch from dugout to dugout and continue over both 1st and 3rd base dugouts (refer
to drawing). The netting will be supported by five (5) structurally engineered black
painted steel poles supplied and installed. All netting will be a #36 DuPont knotted nylon
net that has been double UF-treated for superior strength and durability. The netting is
to be attached to the concrete at ground level and be custom fitted creating minimal
sag. This proposal includes all necessary poles, netting, hardware, equipment, and
labor to complete the project as well as the removal of the existing chain link backstop.

It is the purchaser's responsibility to obtain soil investigation to avoid unusual or hidden
conditions (such as rocks, concealed utility lines, etc.) that may affect this turn-key
price. All extra costs due to such unusual or hidden conditions will be paid by the
purchaser. In addition, and possibly most important, it is the responsibility of the
purchaser to obtain permits or any other legality necessary for the completion of this
work.

12710 Research Boulevard
Suite 240
Austin, Texas 78759



Phone (512) 250-2910
Fax (512) 250-1960
info@hellasconstruction.com

WWW.HELLASCONSTRUCTION.COM



Hellas shall not be liable for any defect of or damage to the property in this proposal. Any changes to this proposal are an addendum or separate to this proposal with the additional costs to be determined.

Bid prices are effective for 15 days from the date hereof.

<i>Proposal Price</i>	<i>\$88,816.00</i>
<i>Contingency</i>	<i><u>\$15,000.00</u></i>
<i>Total Proposal</i>	<i>\$103,816.00</i>

12710 Research Boulevard
Suite 240
Austin, Texas 78759



Phone (512) 250-2910
Fax (512) 250-1960
info@hellasconstruction.com

WWW.HELLASCONSTRUCTION.COM




EXCLUSIONS

1. Geotechnical Investigation.
2. Rock excavation or haul off
3. Any embankment or processing of imported soils.
4. Any concrete work outside the scope of this proposal.
5. Any concrete coring.
6. Any electrical work.
7. Any fence work.
8. Engineering.
9. Supply or installation of perimeter safety fencing
10. Site security
11. Any Allowances or Contingencies.
12. Taxes.
13. Permits.
14. Prevailing wages.
14. Any permits or fees, including any utility impact fees generated by construction improvements.
15. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
16. Bonds (*if bonds are required, add 1.5% to contract amount*).

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Please contact this office should you have any questions regarding this quotation. Hellas Construction, Inc. looks forward to the award of this project, and is eager to work with you.


Jack Adams
VP Estimating
Hellas Construction, Inc.

12710 Research Boulevard
Suite 240
Austin, Texas 78759



Phone (512) 250-2910
Fax (512) 250-1960
info@hellasconstruction.com

WWW.HELLASCONSTRUCTION.COM



PROJECT: BACKSTOP WALL NETTING SYSTEM

PROJECT LOCATION: FORT WORTH, TEXAS

DATE: SEPTEMBER 7, 2018

NETTING SYSTEM

NETTING SYSTEM

NETTING SYSTEM

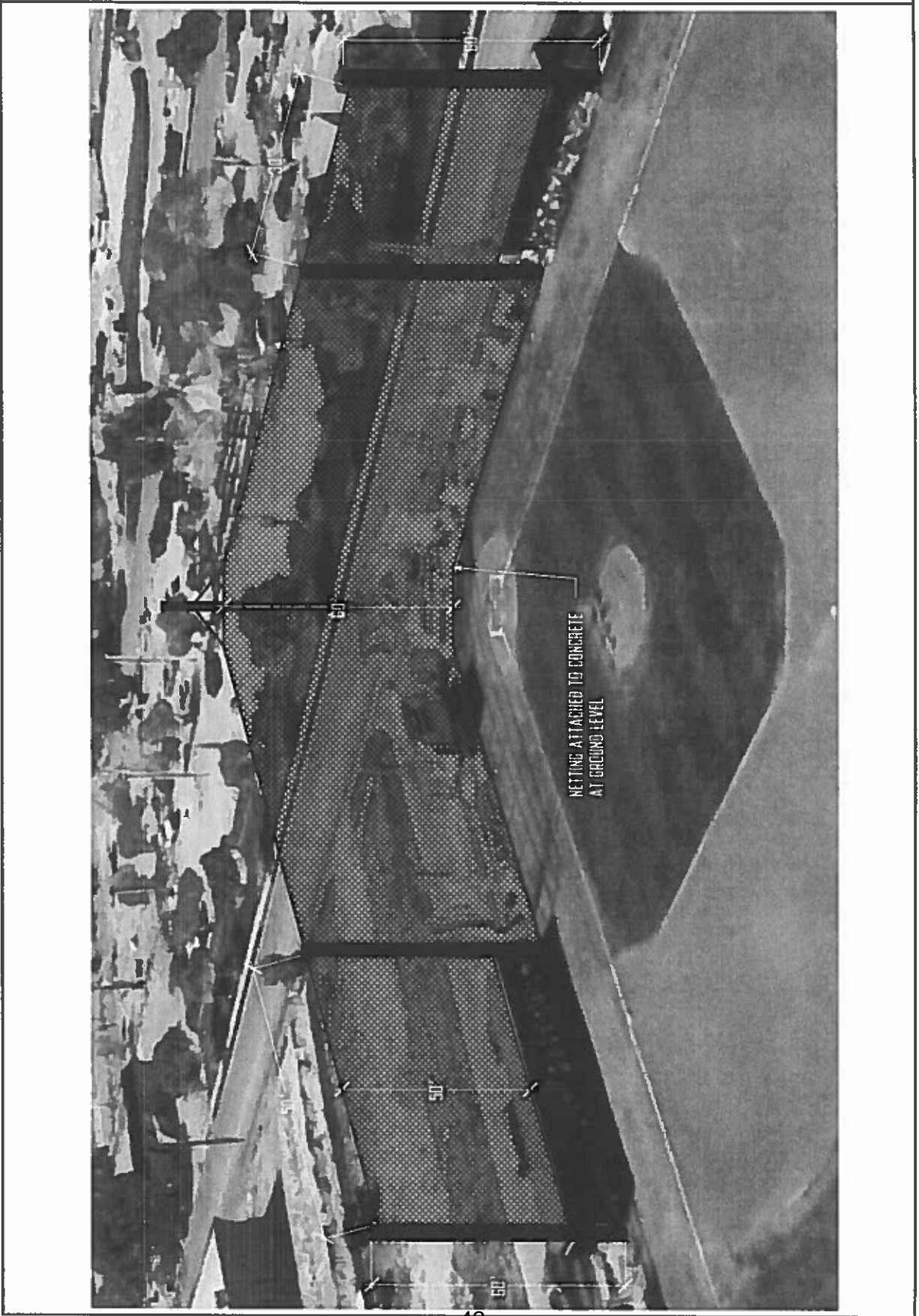
NETTING SYSTEM

NETTING SYSTEM

NETTING SYSTEM

NETTING SYSTEM

NETTING SYSTEM



NETTING ATTACHED TO CONCRETE AT GROUND LEVEL

50'

50'



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Vendor Contract Information

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Vendors

Hellas Construction, Inc.[X]

Price Range

Show all prices

Category

None Selected

Contract

Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing[X]

Additional Resources



Vendor Name: Hellas Construction, Inc.

Address: 12710 Research Blvd., Suite 240
Austin, TX 78759

Phone Number: (512) 250-2910

Email: rhawley@hellasconstruction.com

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

Federal ID: 27-0074538

Contact: Ruth Hawley

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: Yes

No Excluded Foreign Terrorist Orgs: Yes

Contract Name: Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor

Contract#: 560-18

Effective Date: 06/01/2018

Expiration Date: 05/31/2021

Payment Terms: Net 30 days

Delivery Days: 14

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) Vendor response document, and can be found in the Vendor Proposal File link page. Vendor Certification form regarding Texas HB 89 and Texas SB 252 ca "Vendor Proposal Files Documents" link below.

Quote Reference Number: BuyBoard 560-18

Return Policy: Warranty

Additional Dealers: Hellas Construction locations in: Frisco TX, San Marcos CA, Mountlake Terra

Contract Documents

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

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

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

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

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

Contact us 800.695.2919

**CONSENT AGENDA ITEM
BOARD MEETING
October 9, 2018**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH ISD AND THE CITY OF FOREST HILL FOR SCHOOL SECURITY SERVICES

BACKGROUND:

Fort Worth Independent School District and the City of Forest Hill are entering into an Interlocal Agreement for police officers in the School Security Initiative. The agreement will be from September 1, 2018 through August 31, 2019 for a cost not to exceed \$46,413.23.

The initiative is a multi-faceted cooperative program between Fort Worth ISD and the Forest Hill Police Department to provide a safe and secure environment for education. Officer cost is on a shared basis with 50% being paid by the District and 50% paid by the City of Forest Hill. Pay includes base pay, salary increase, overtime, longevity pay, incentive pay, acting officer pay, bilingual pay, FLSA, court attendance costs, Medicare, Worker's Compensation Insurance, group health insurance and retirement.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Interlocal Agreement between Fort Worth ISD and the City of Forest Hill for School Security Services
2. Decline to Approve Interlocal Agreement between Fort Worth ISD and the City of Forest Hill for School Security Services
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Interlocal Agreement between Fort Worth ISD and the City of Forest Hill for School Security Services

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$46,413.23

VENDOR:

City of Forest Hill

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Safety & Security David K. Sellars and Harlean Beal Elementary Schools

RATIONALE:

FWISD is partnering with the City of Forest Hill to provide school security services. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Forest Hill and together, with District staff, assists in creating a safe and secure environment for teaching and learning.

INFORMATION SOURCE:

Art Cavazos
Daniel Garcia

STATE OF TEXAS §

COUNTY OF TARRANT

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

RECITALS

This Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT.

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

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

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

The Agreement documents shall include the following:

1. This Agreement for the SRO (School Resource Officer) Program
2. Exhibit A-Scope of Services

AGREEMENT

1.

District covenants and agrees to fully cooperate with the City of Forest Hill in the implementation of this project and both parties agree that during the term of this contract there shall be one police officer participating in the School Resource Officer Program assigned to Harlean Bealle Elementary School and David K. Sellars Elementary School. District agrees to share 50% of all personnel costs incurred by the City in this project, including Base Pay, Salary Increases, Overtime, Longevity Pay, Incentive Pay, Acting Officer Pay, Bilingual Pay, FLSA, Court Attendance Costs, Medicare, Workers Compensation Insurance, Group Health Insurance, and Retirement.

2.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a quarterly basis. Reimbursement under this contract shall not exceed \$ 46,413.23 for the 2018-19 fiscal year, and shall be based upon actual expenditures made for the officers assigned to the School Resource Officer program.

3.

The term of this agreement is for a period beginning on September 1, 2018 and ending on August 31, 2019.

4.

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

5.

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

6.

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed with the District under this agreement, subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

7.

City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of District. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

8.

City agrees that the police officers shall be assigned by and responsible to the Forest Hill Police Department, but shall work directly with the school principals of the District to which they are assigned. Officers shall be assigned to the school district and assignments to a particular school shall be made by the City in conjunction with District personnel. Such officers shall have the school resource officer program as their primary duty, and will not regularly be assigned additional police duties. The City reserves the right; however, to reassign the officers temporarily in the event of an emergency or when other circumstances require an enhanced police presence elsewhere in the city and school is not in session, but will consult with District in these situations. City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) provided to all police officers employed by City.

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

9.

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

10.

3

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

11.

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

12.

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

13.

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

14.

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

15.

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

16.

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

17.

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

Notices to City shall be deemed given when delivered in person to the City Manager for Public Safety of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 3219 California Pkwy, Forrest Hill, Texas 76119.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Forest Hill, Tarrant County, Texas, this _____ day of _____, A.D. 2018.

ATTEST

CITY OF FOREST HILL

Dthul Murphree
City Secretary

By: *[Signature]*
Shevi Ipaye
City Manager

APPROVED AS TO FORM AND LEGALITY:

By: *[Signature]*
City Attorney

[Signature]
FWISD Attorney

Date: *August 13, 2018*

Date: *5/24/2018*

ATTEST:

FORT WORTH INDEPENDENT
SCHOOL DISTRICT

By: *[Signature]* *9/13/18* *SK*
Dr. Kent P. Scribner
Superintendent

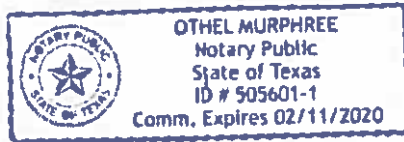
By: *Art Cavazos*
Art Cavazos, Chief
District Operations

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 Sheyi Ipaye, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Forest Hill and that he executed the same as the act of said City of Forest Hill for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of August, 2018.



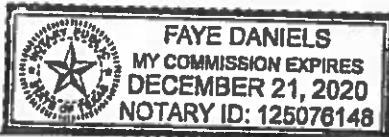
Othel Murphree
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of September, 2018.



Faye Daniels

Notary Public in and for the State of Texas

EXHIBIT A

SCOPE OF SERVICES

1. City, through a commander or supervisor shall assign a Forest Hill Police officer to specific schools within the District to provide school security and this officer shall work directly with the Districts school principals and Safety and Security personnel.
2. There shall be one City police officer assigned to the District for the SRO Program. In addition, there shall be one other officer available to be assigned SRO duties if in when the primary Forest Hill SRO officer was not available for any reason. Additional officers will not be provided to District during the Term of the Agreement.
3. City shall coordinate assignment and duty hours with District. If necessary, to handle unplanned absences at schools, a designated alternate Forest Hill Police officer may be assigned temporarily to provide coverage. City will only be asked to provide a permanent replacement officer if the primary officer is absent for whatever reason or becomes injured or unfit for duty beyond a 30 day basis and the injury did not occur while performing officers duties in their role as SRO.
4. Specific duties of the SRO will include splitting time between both assigned schools as deemed necessary to provide coverage including opening and closing of the school day. Duties shall also include the following, traffic regulation, law enforcement, instruction related to law enforcement, monitoring student behavior, career day participation as well as assisting school staff upon request in order to maintain a safe and secure school environment. SRO will devote his full time and attention to officers duties related specifically to the safety and orderly operation of their assigned schools.
5. City and District shall meet as needed in order to keep lines of communication open and monitor the progress of the school resource officer program. Meetings will also be used to address and take corrective actions on any issues which may need to be changed related to the program or to the involved officer's assignments, duties and schedule. It will be a priority to ensure adequate staffing not only during regular school days but during District in service and holiday periods when school staff and some school activity may still be taking place to provide a safe environment.

Hourly wage of officer

Hourly wage of officer	23.34	26.43	29.52
Calculated hours	2,328	2,328	2,328
Calculated annual salary	<u>54,335.52</u>	<u>61,529.04</u>	<u>68,722.56</u>

Incentive Pays

Average hourly incentive

Education Pay	0.72	0.72	0.72
Certification Pay	0.69	0.69	0.69
Assignment Pay	1.03	1.03	1.03
Seniority Pay	1.59	1.59	1.59
Calculated annual incentive pays	<u>9,381.84</u>	<u>9,381.84</u>	<u>9,381.84</u>

Variable Cost/benefits - Annual

Social Security/Medicare	7.65%	4,874.38	5,424.68	5,974.99
TMRS	13.45%	8,569.98	9,537.51	10,505.04
Workers' Compensation	4.96%	3,160.38	3,517.18	3,873.98
Variable Costs-Annual		<u>16,604.74</u>	<u>18,479.38</u>	<u>20,354.01</u>

Cost of Officer before insurance	80,322.10	89,390.26	98,458.41
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Insurance Cost:

Married Officer	Per month			
Dental	65.86	790.32	790.32	790.32
Health Insurance	964.13	11,569.56	11,569.56	11,569.56
Vision	12.04	144.48	144.48	144.48
Total Cost per married officer		<u>12,504.36</u>	<u>12,504.36</u>	<u>12,504.36</u>

Single Officer	Per month			
Dental - 14.59 per pay period	29.18	350.16	350.16	350.16
Health Ins - 197.66 per pay period	395.32	4,743.84	4,743.84	4,743.84
Vision - 3.56 per pay period	7.12	85.44	85.44	85.44
Total Cost per single officer officer		<u>5,179.44</u>	<u>5,179.44</u>	<u>5,179.44</u>

Summary:			
Annual cost of married officer	92,826.46	101,894.62	110,962.77
Annual cost of single officer	85,501.54	94,569.70	103,637.85
Average annual cost an officer	89,164.00	98,232.16	107,300.31

Notes:

Salary Based on calculation of following annual hours:

Regular hours per pay period	84
Overtime hours per pay period	0
	<u>84</u>
Total hours paid based on regular hours	84
# periods	26
	<u>2184</u>
holiday premium	144
total hours	<u>2328</u>

**CONSENT AGENDA ITEM
BOARD MEETING
October 9, 2018**

TOPIC: APPROVAL OF THE APPLICATION FOR THE WAIVER OF THE 2018-2019 REQUEST FOR MAXIMUM CLASS SIZE EXCEPTION

BACKGROUND:

At the beginning of the school year, each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades kindergarten (K) through Four meet the requirements of the TEC 25.112. If the review indicates that any class for grades K-4 exceeds the allowable class size limit of 22 students per class (22:1), the District must submit a request for exception under TEC 25.112(d). An exception request must be approved by the school district's Board of Trustees. Due to the increase in student enrollment, we are asking the Fort Worth Independent School District School Board Members to approve the TEA Waiver request for maximum class size.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the Application for the Waiver of the 2018-2019 Request for Maximum Class Size Exception
2. Decline to Approve the Application for the Waiver of the 2018-2019 Request for Maximum Class Size Exception
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Application for the Waiver of the 2018-2019 Request for Maximum Class Size Exception

FUNDING SOURCE

Additional Details

General Fund

2017-2018 Data

Out-of-Compliance Teacher Stipends	\$236,750
Compliance Substitutes (1,869 X \$75/day)	\$140,175
Sub Total Costs (not including fringe)	\$376,925
Total Cost, Incl. Est. Fringe @ 12%	\$422,156

COST:

Estimated cost of stipends for 2018-2019:

70 classrooms X \$250/month = \$157,500 + 12% Fringe = \$176,400 Total

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

District-wide

RATIONALE:

In an effort to address the goal of staffing grades Kindergarten through Four at the 22 to 1 student to teacher ratio; additional staff have been added. Despite the addition of staff, we still have challenges over the established 22:1 ratio.

INFORMATION SOURCE:

Cynthia Rincón
Cliff Mayer

**CONSENT AGENDA ITEM
BOARD MEETING
OCTOBER 9, 2018**

**TOPIC: APPROVAL OF BUDGET AMENDMENT FOR THE PERIOD ENDED
SEPTEMBER 30, 2018**

BACKGROUND:

The 2018-2019 Consolidated General Fund Budget was initially adopted on June 26, 2018. Cross-function transfers did not occur during the months of July or August. During the month of September 2018, transfer requests were made by campuses and departments to transfer funds between functions, as reflected on the spreadsheet provided, which are necessary in the normal course of District operations.

Additionally, after the budget was adopted, a budget owner came forward indicating that during the data entry of the 2018-2019 budget, costs associated with the usage of Purchase Cards was put in Function 34 rather than in Function 51. Therefore, a transfer is needed to transfer from Function 34 Transportation to Function 51 Plant Maintenance and Operations in order to purchase maintenance supplies and materials.

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the period ended September 30, 2018
2. Decline to Approve Budget Amendment for the period ended September 30, 2018
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the period ended September 30, 2018

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

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

INFORMATION SOURCE:

Elsie Schiro
David Johnson

**Consolidated General Fund
Budget Amendments 2018-2019
For The Period Ended September 30, 2018**

	Consolidated General Fund 2018-2019 Original Budget	Adjustments	Consolidated General Fund 2018-2019 Amended Budget 9/30/2018
REVENUE & OTHER SOURCES			
5700 Local Revenue	\$394,604,221		\$394,604,221
5800 State Revenue	345,621,308		345,621,308
5900 Federal Revenue	15,000,000		15,000,000
7900 Other Sources	0		0
Total Revenue & Other Sources	\$755,225,529	\$0	\$755,225,529
EXPENDITURES			
11 Instruction	\$468,095,619	\$779,863	\$468,875,482
12 Instruction Resources and Media Services	\$11,752,096	(\$2,650)	\$11,749,446
13 Curriculum and Instructional Staff Development	\$10,724,997	(\$251,938)	\$10,473,059
21 Instructional Administration	\$14,694,461	\$7,000	\$14,701,461
23 School Administration	\$49,879,413	(\$814)	\$49,878,599
31 Guidance and Counseling Services	\$45,603,243	(\$550,945)	\$45,052,298
32 Social Work Services	\$5,282,264	\$12,538	\$5,294,802
33 Health Services	\$10,596,551	\$39	\$10,596,590
34 Student Transportation	\$24,470,800	(\$2,400,000)	\$22,070,800
35 Food Services	\$319,436	\$3,000	\$322,436
36 Cocurricular/Extracurricular Activities	\$15,481,375	\$0	\$15,481,375
41 General Administration	\$20,400,591	\$24,759	\$20,425,350
51 Plant Maintenance and Operations	\$73,195,304	\$2,421,063	\$75,616,367
52 Security and Monitoring Services	\$12,099,214	\$2,476	\$12,101,690
53 Data Processing Services	\$14,599,731	(\$45,141)	\$14,554,590
61 Community Services	\$5,310,465	\$750	\$5,311,215
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$7,234,082	\$0	\$7,234,082
95 Payments to Juvenile Justice Alt Ed Program	\$142,500	\$0	\$142,500
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$3,100,000	\$0	\$3,100,000
Total Budgeted Expenditures	\$792,982,142	\$0	\$792,982,142
Total Deficit	(\$37,756,613)	\$0	(\$37,756,613)
Beginning Fund Balance (Unaudited)	185,104,223		185,104,223
Fund Balance-Ending (Unaudited)	\$147,347,610	\$0	\$147,347,610

	September 30, 2018 Budget Amendment	Increase	Decrease	Net Effect
Object	Revenue			
5700				
5800				
5900		0	0	
	Total	0	0	0
Function	Expenses			
11	Transfer from function 31 for the purchase of NWEA Contract for Math monitoring system	550,000		
	Transfer from function 13 to fund substitutes for Racial Diversity training	245,000		
	Transfer to function 32 for school location #160 to fund Community In Schools		5,538	
	Campus/Dept. normal course of District operations	0	9,599	
	Overall effect on Function 11	795,000	15,137	779,863
12	Campus/Dept. normal course of District operations	0	2,650	
	Overall effect on Function 12	0	2,650	(2,650)
13	Transfer to function 11 to fund substitutes for Racial Diversity training		245,000	
	Campus/Dept. normal course of District operations	0	6,938	
		0	251,938	(251,938)
21	Campus/Dept. normal course of District operations	7,000	0	
	Overall effect on Function 21	7,000	0	7,000
23	Campus/Dept. normal course of District operations	0	814	
	Overall effect on Function 23	0	814	(814)
31	Transfer to function 11 for the purchase of NWEA Contract for Math monitoring system		550,000	
	Campus/Dept. normal course of District operations	0	945	
	Overall effect on Function 31	0	550,945	(550,945)
32	Transfer from function 11 for school location #160 to fund Community In Schools	5,538		
	Campus/Dept. normal course of District operations	7,000	0	
	Overall effect on Function 32	12,538	0	12,538
33	Campus/Dept. normal course of District operations	39	0	
	Overall effect on Function 33	39	0	39
34	Transfer to function 51 due to budget error during budgeting process		2,400,000	
	Campus/Dept. normal course of District operations	0	0	
	Overall effect on Function 34	0	2,400,000	(2,400,000)
35	Campus/Dept. normal course of District operations	3,000	0	
	Overall effect on Function 35	3,000	0	3,000
41	Transfer to function 53 to pay for Transparency Portal		17,510	
	Transfer from function 53 for savings for E-school mall	42,269		
	Campus/Dept. normal course of District operations	0	0	
	Overall effect on Function 41	42,269	17,510	24,759
51	Transfer from function 34 due to budget error during budgeting process, needed to purchase maintenance supplies and materials	2,400,000		
	Transfer from function 53 for internet access	20,382		
	Campus/Dept. normal course of District operations	681	0	
	Overall effect on Function 51	2,421,063	0	2,421,063
52	Campus/Dept. normal course of District operations	2,476	0	
	Overall effect on Function 52	2,476	0	2,476
53	Transfer from function 41 for Transparency Portal	17,510		
	Transfer to function 41		42,269	
	Transfer to function 51 for internet access		20,382	
	Campus/Dept. normal course of District operations	0	0	
	Overall effect on Function 53	17,510	62,651	(45,141)
61	Campus/Dept. normal course of District operations	750	0	
	Overall effect on Function 61	750	0	750
	Total	3,301,645	3,301,645	0

**CONSENT AGENDA ITEM
BOARD MEETING
October 9, 2018**

TOPIC: APPROVE THE 2019-2020 BUDGET DEVELOPMENT CALENDAR

BACKGROUND:

Sections 44.001 through 44.006 of the Texas Education Code establish the legal basis for budget development in school districts. These requirements call for the superintendent to prepare a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year. In an effort to increase the level of transparency surrounding the budget development process and to allow sufficient time for stakeholder review and input, the administration has developed the 2019-2020 Budget Development Calendar for Board consideration.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the 2019-2020 Budget Development Calendar
2. Decline to Approve the 2019-2020 Budget Development Calendar
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the 2019-2020 Budget Development Calendar

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Division of Business & Finance

RATIONALE:

Approval of the 2019-2020 Budget Development Calendar is a fundamental step in the budget development process that will serve as the guide to developing a fiscally responsible budget that will effectively allocate the District's resources. The budget development calendar establishes important milestones that are essential to ensure stakeholder involvement, timely collection and analysis of data, and strategic allocation of resources.

INFORMATION SOURCE:

Elsie Schiro
David Johnson

Fort Worth Independent School District

2019-2020		
Budget Development Calendar		
Proposed as of 10/9/2018		
1	Budget and Accounting Departments prepare for close of fiscal year end and prepare C.A.F.R.	07/01/18-10/31/18
2	Budget Department Refines Budget Planning Tool for Departments	07/01/18-12/10/18
3	CFO Presents Budget Development Update to District Advisory Committee	10/04/18
4	CFO Presents 2019-2020 Budget Development Calendar to Leadership Team for Review	10/04/18
5	Board Adopts 2019-2020 Budget Development Calendar	10/09/18
6	Budget Department Workshops with Department Budget Owners	11/1/18-12/20/18
7	2019-2020 Budget Development Workshop with Board (if needed)	11/06/18
8	External Auditor Presentation to Audit Committee on 2017-2018 Financial Audit	11/07/18
9	CFO Presents 2019-2020 Budget Development Update to Leadership Team	11/13/18
10	CFO Presents 2017-2018 Audit Report/Recap of 2017-2018 Financial Results of Operations to Board	11/13/18
11	CFO Presents 2018-2019 Budget Update to Board	11/13/18
12	Public Hearing on School Financial Integrity Rating (FIRST); 2019-2020 Budget Development Update to Board	12/11/18
13	Budget Workshop with Leadership Team	12/13/18
14	CFO Presents 2019-2020 Budget Development Update to Leadership Team	01/15/19
15	2019-2020 Budget Development Update to Elementary Principals-Distribute Campus Allocations	01/16/19
16	2019-2020 Budget Development Update to Secondary Principals-Distribute Campus Allocations	01/17/19
17	Budget Department will work with Campus Principals on Budget Development	1/22/19-02/22/19
18	Budget Development Workshops with Campus Principals/Staff	2/4/19-2/22/19
19	2019-2020 Budget Development Workshop with Leadership Team	02/21/19
20	Campus 2019-2020 Budgets Due to Budget Department	02/22/19
21	Provide Departments Budget Allocations	02/25/19
22	CFO Presents 2019-2020 Budget Development Update to Leadership Team	02/26/19
23	CFO Presents 2018-2019 Budget Update and 2019-2020 Budget Development Update to Board	02/26/19
24	2019-2020 Budget Development Workshop with Board (if needed)	03/05/19
25	Demographer Presents Spring Update to Enrollment Projections	03/14/19
26	CFO Presents 2019-2020 Budget Development Update to Leadership Team	03/19/19
27	CFO Presents 2018-2019 Budget Update and 2019-2020 Budget Development Update to Board	03/19/19
28	Department 2019-2020 Budget Templates Due to Budget Department	03/22/19
29	CFO Presents 2019-2020 Budget Development Update to District Advisory Committee (DAC)	03/28/19
30	Budget Department Compiles Preliminary Budget	4/1/19-4/12/19
31	CFO Presents 2019-2020 Budget Development Update to District Employee Relations Counsel (DERC)	04/04/19
32	2019-2020 Budget Development Workshop with Board (if needed)	04/16/19
33	CFO Presents 2019-2020 Budget Development Update to Leadership Team	04/16/19
34	CFO Presents 2018-2019 Budget Update and 2019-2020 Budget Development Update to Board	04/23/19
35	CFO Presents 2019-2020 Budget Development Update to District Advisory Committee (DAC)	05/09/19
36	2019-2020 Budget Development Workshop with Board (if needed)	05/14/19
37	CFO Presents 2019-2020 Budget Development Update to Leadership Team	05/21/19
38	CFO Presents 2018-2019 Budget Update and 2019-2020 Budget Development Update to Board	05/21/19
39	2019-2020 Budget Development Workshop with Board (if needed)	06/04/19
40	CFO Presents Final 2019-2020 Proposed Budget Development Update to Leadership Team	06/11/19
41	CFO Presents Final 2019-2020 Proposed Budget Development Update to Board	06/11/19
42	Publish Notice of Public Hearing on Budget	06/12/19
43	Board Conducts Legally Required Public Hearing on 2019-2020 Proposed Budget	06/25/19
44	Board Adopts 2019-2020 M&O, I&S, & Food Service Budgets	06/25/19
45	End of 2018-2019 Fiscal Year	06/30/19
46	Beginning of 2019-2020 Fiscal Year	07/01/19
47	Appraisal District Provides Certified Taxable Values	07/24/19
48	Board Conducts Legally Required Public Hearing on 2019-2020 Proposed Tax Rates	08/20/19
49	Adoption of Ordinance Setting 2019-2020 Tax Rates	08/20/19

**CONSENT AGENDA ITEM
BOARD MEETING
OCTOBER 9, 2018**

TOPIC: CLOSEOUT OF THE CONTRACT WITH SEDALCO, INC. FOR BID PACKAGE 027 (RFCSP #17-002) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On October 25, 2016, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 027 (RFCSP 17-002). This Bid Package consisted of construction services at TEA 004, Diamond Hill-Jarvis High School; TEA 008, North Side High School; and TEA 044, Elder Middle School. The work commenced on January 27, 2017, and was substantially completed on December 8, 2017, as inspected by the A/E firm, VLK Architects. SEDALCO, Inc. has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to SEDALCO, Inc. will be in the not-to-exceed amount of \$10,334.00.

Original Contract Amount:	\$5,211,600.00	Original Contract Time:	209 Days
Previous Change Orders:	\$510,324.34	Days Added in Previous CO:	71 Days
Final Change Order:	(\$0)	Final Change Order Time:	71 Days
Final Contract Amount:	\$5,721,924.34	Final Contract Time:	315 Days
Previously Paid:	\$5,711,590.34		
Final Payment Due:	\$10,334.00		

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of The Contract With SEDALCO, Inc. For Bid Package 027 (RFCSP #17-002) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With SEDALCO, Inc. For Bid Package 027 (RFCSP #17-002) And Authorization of Final Payment In The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of The Contract With SEDALCO, Inc. For Bid Package 027 (RFCSP #17-002) And Authorization of Final Payment In The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

681.00.2116.000.000.00.000.000000 - \$ 10,334.00

COST:

The final payment to SEDALCO, Inc. will be in the not-to-exceed amount of \$ 10,334.00

VENDOR:

SEDALCO, Inc.

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 004 Diamond Hill-Jarvis High School
TEA 008 North Side High School
TEA 044 Elder Middle School

RATIONALE:

SEDALCO, Inc. has completed all work as required per the terms of their construction contract, work has been inspected by VLK Architects and project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer
Danielle Aery

**CONSENT AGENDA ITEM
BOARD MEETING
OCTOBER 9, 2018**

TOPIC: CLOSEOUT OF THE CONTRACT WITH BASECOM, INC. FOR BID PACKAGE 063 (RFCSP #17-067) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On April 25, 2017, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 063 (RFCSP 17-067). This Bid Package consisted of construction services at TEA 051, Meacham Middle School; TEA 125, Eastern Hills Elementary School; TEA 130, Harlean Beal Elementary School; TEA 138, H.V. Helbing Elementary School; TEA 222, L. Clifford Davis Elementary School; and TEA 834, Wilkerson-Greines Athletic Fields. The work commenced on September 13, 2017 and was substantially completed on March 10, 2018 as inspected by the A/E firm, VLK Architects. Basecom, Inc. has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to Basecom, Inc. will be in the not-to-exceed amount of \$29,600.20.

Original Contract Amount:	\$707,186.00	Original Contract Time:	178 Days
Previous Change Orders:	\$0.00	Days Added in Previous CO:	0 Days
Final Change Order:	(\$115,182.50)	Final Change Order Time:	0 Days
Final Contract Amount:	\$592,003.50	Final Contract Time:	0 Days
Previously Paid:	\$562,403.30		
Final Payment Due:	\$29,600.20		

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of The Contract With Basecom, Inc. For Bid Package 063 (RFCSP #17-067) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With Basecom, Inc. For Bid Package 063 (RFCSP #17-067) And Authorization of Final Payment In The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of The Contract With Basecom, Inc. For Bid Package 063 (RFCSP #17-067)
And Authorization of Final Payment In The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 681.00.2116.000.000.00.000.000000 - \$ 29,600.20

COST:

The final payment to Basecom, Inc. will be in the not-to-exceed amount of \$ 29,600.20

VENDOR:

Basecom, Inc.

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 051 Meacham Middle School
TEA 125 Eastern Hills Elementary School
TEA 130 Harlean Beal Elementary School
TEA 138 H.V. Helbing Elementary School
TEA 222 L. Clifford Davis Elementary School
TEA 834 Wilkerson-Greines Athletic Fields

RATIONALE:

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

INFORMATION SOURCE:

Vicki D. Burris
Danielle Aery
Randy Cofer

**ACTION AGENDA ITEM
BOARD MEETING
OCTOBER 9, 2018**

**TOPIC: WAIVE FIRST READING AND APPROVE BOARD POLICY ELA
(LOCAL)**

BACKGROUND:

ELA (LOCAL) is a new policy on campus or program charters, partnership charters. This policy has been drafted by the Texas Association of School Boards (TASB) and approved by the Texas Education Agency (TEA). Fort Worth ISD would like to have this policy added before the call for quality schools. This policy will provide the process Fort Worth ISD needs to follow when looking to partner with a potential charter school.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Board Policy ELA (LOCAL).
2. Decline to Approve Board Policy ELA (LOCAL).
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve Board Policy ELA (LOCAL).

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

All schools and departments

RATIONALE:

Please see the attached, proposed ELA (LOCAL) board policy. TASB and TEA collaborated on the development of this policy and meets the requirements as established by the Commissioner of Education (COE).

INFORMATION SOURCE:

SaJade Miller
Karen Molinar

PROPOSED POLICY

AUTHORIZATION

To provide quality educational settings for all students and to obtain benefits under Education Code 11.174 and 42.2511, the District may establish partnership charters as permitted by law and as described in this policy. The District shall be committed to rigorous decision-making and shall grant campus charters only to applicants that have demonstrated the competence and capacity to succeed in all aspects of the proposed campus charter.

DEFINITIONS

“OPERATING PARTNER”

An operating partner means a state-authorized open-enrollment campus charter or an eligible entity as defined by law for purposes of contracting to partner with the District to operate a District campus under state law.

“PARTNERSHIP PROGRAM”

A partnership program means a District-initiated program established in accordance with state law in which the Board contracts to operate a District campus in partnership with an open-enrollment charter school or other eligible entity as defined by law.

COMPLIANCE WITH THE LAW

A partnership program shall comply with all applicable requirements of state law, any applicable grant program requirements, local criteria specified in policy, and the applicable charter performance contract. Campus charters shall comply with all federal and state laws governing such charters and shall be nonsectarian. [See EL(LEGAL)]

APPLICATION PROCESS

In establishing a partnership program, the District may issue requests for applications designed to identify operating partners best qualified to meet the needs of the District.

The Board shall consider an application if the applicant:

1. Meets the eligibility requirements for a campus charter in accordance with law;
2. Follows the application process established by the District; and
3. Provides assurances to the Board that the applicant will comply with the statutory and District requirements for a campus charter.

PROPOSED POLICY

The application process shall include:

1. A comprehensive written application;
2. A rigorous review of the application by a charter application review committee;
3. A formal recommendation from the review committee to the Superintendent for approval or denial of each application;
4. A formal recommendation from the Superintendent to the Board for approval or denial of each application; and
5. A vote by the Board to approve or deny each application.

CONTENT

An application shall include the following, at a minimum

1. The purpose and community need for the proposed campus charter;
2. A statement of the proposed campus charter's mission and goals;
3. Identification of the students to be served;
4. The academic plan including educational focus, program, curriculum to be offered, and a description of the proposed school day, calendar, and year;
5. The plan for meeting the needs of students with disabilities, English language learners, and other special populations;
6. The plan for measuring and reporting student achievement and increases in student achievement for all student groups;
7. The financial and business plan, including a proposed five- year operating budget and a contingency budget for lower than expected enrollment;

PROPOSED POLICY

8. Identification and description, including the expertise and professional backgrounds, of the proposed governing body members and campus leadership;
9. The governance and decision-making plan including governing board structure, campus leadership and management structure, and organization chart;
10. Indications that the proposed governance structure is conducive to sound fiscal and administrative practices and strong, accountable, independent oversight of the campus;
11. Identification and description of any services the proposed campus charter expects to be performed by the District (e.g., transportation, food);
12. The proposed campus charter's leadership roles and responsibilities regarding personnel, the budget, purchasing, program funds, and other areas of management;
13. The campus charter's staffing and employment plan consistent with federal and applicable state guidelines, including due process, employment contract nonrenewal, and termination procedures;
14. Information on the qualifications, experience, recruitment, selection, professional development, and ongoing evaluation of teaching staff to be hired for the campus;
15. The proposed student recruitment, enrollment, and withdrawal processes, and a plan for ensuring equitable access in accordance with law;
16. The student discipline plan and procedures;

PROPOSED POLICY

17. The petition indicating evidence of support for the approval of a charter as required by law, if applicable; and

18. A pre-operational start-up plan detailing tasks, responsible parties, and a timeline for completion.

REVIEW COMMITTEE COMPOSITION

The Superintendent shall establish a review committee to conduct a substantive and merit-focused evaluation of each application submitted in accordance with the District's published application procedures.

The review committee shall be composed of District staff and external evaluators with relevant and diverse expertise.

CONFLICTS OF INTEREST

A review committee shall disclose any potential conflict of interest with an applicant.

REVIEW PROCESS

The review committee may:

1. Request additional information or documents from the applicants;
2. Schedule interviews with applicants; or
3. Request that the Board schedule a public hearing to allow applicants an opportunity to present their application and campus plans to the Board and to the community before formal consideration by the Board.

RECOMMENDATIONS

The review committee shall provide to the Superintendent a recommendation for denial or approval of each application based on the District's established criteria. After considering the review committee's recommendation, the Superintendent shall make a formal recommendation to the Board for approval or denial of each application.

CHARTER PERFORMANCE CONTRACT

If the Board approves an application, the Board shall execute a written charter performance contract that includes provisions as required by law and establishes the legally binding terms under

PROPOSED POLICY

which the campus charter will operate and be evaluated during the charter term and for renewal.

Each charter performance contract shall address the material terms of the campus charter's operation as required by law. Each charter performance contract shall be granted for a period of up to ten years with a rigorous review every five years.

STANDARDS

In addition to standards required by law, the charter performance contract shall include additional standards established by the Board, including expectations for academic performance, short-term financial performance, long-term financial stability, and operational and governance performance.

The performance standards shall also address expectations for appropriate access, education, support services, and outcomes for students with disabilities.

OVERSIGHT AND MONITORING

MONITORING SYSTEM

The Board shall implement a comprehensive performance accountability and compliance monitoring system that is aligned with the Board's performance standards and provides the Board with the information necessary to make rigorous, evidence-based decisions regarding charter renewal, revocation, and probation or other interventions. This monitoring system shall be based on and aligned with academic, financial, operational, and governance standards set forth in the charter performance contract.

To the extent possible, the Board shall minimize administrative and compliance burdens on campus charters and focus on holding campus charters accountable for outcomes rather than processes.

DATA COLLECTION

Campus charters shall provide information and data to the District pursuant to state law and the District's reporting schedule using a state-approved student management system.

The District shall require each campus charter to report its performance separately and shall hold each campus charter accountable for its performance.

PROPOSED POLICY

EVALUATION AND REPORTS

Annually, the Board shall evaluate each campus charter against the performance standards established by the Board or law.

The Board shall communicate evaluation results to the campus charter's governing body and leadership in a written report that summarizes compliance and performance, including areas of strength and improvement. The results of all evaluations shall be made accessible to the public and available on the District website.

The Board shall produce for the public an annual report that provides performance data for all the campus charters it oversees, including individual campus performance and overall campus charter performance. The annual report shall at a minimum be posted on the District website.

CAMPUS CHARTER AUTONOMY

In accordance with law and the charter performance contract, the Board shall support the operating partner's authority over the campus charter's day-to-day operations.

The Board shall recognize the governing board of the campus charter as independent and autonomous from the Board and District, with full authority and accountability for the campus charter's performance and operations.

CONFLICTS OF INTEREST

The District and the operating partner shall comply with applicable conflict of interest provisions in law.

INTERVENTION

The District shall give timely notice to the campus charter of any violations of the charter performance contract or performance deficiencies justifying formal intervention. The notice shall identify in writing the concerns, and, if applicable, the time frame for remediation. The notice may include additional consequences if any of the concerns are not remedied within the stated timeline.

Depending on the severity of the concern or deficiency, the Board may place a campus charter on probation or revoke the charter performance contract, in accordance with the terms of

PROPOSED POLICY

the contract and applicable law.

PROBATION

CRITERIA

The Board may place a campus charter on probation as permitted by law or the charter performance contract, or for failure to meet academic performance standards.

PROCEDURE

In the event of any indication or allegation that a campus charter has committed a violation of law or the charter performance contract that may warrant probation, the District shall take the following steps:

1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
3. The Board shall hear the presentation and take action, if necessary, to place the campus charter on probation. If the Board decides to place the campus charter on probation, it must provide an opportunity for a public hearing as required by law.
4. If a campus charter is placed on probation, the campus charter must take action to remedy the identified violations or underperformance and report on the status of its corrective actions in accordance within the timeline for remediation established by the District.
5. The District shall establish a timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

6. If the District decides to place a charter on probation, the

PROPOSED POLICY

NOTIFICATION

District shall notify the campus charter of the probation in writing. The notice shall include the reasons for the probation and the timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

REVOCATION CRITERIA

The Board may revoke a campus charter as permitted by law or the charter performance contract for failure to meet performance standards.

The Board shall revoke a campus charter if the District finds clear evidence of a campus charter's persistent or serious underperformance or violation of law, the charter performance contract, or the public trust in a way that imperils students or public funds, including any of the following:

1. Persistent or serious violation of applicable state or federal law;
2. Persistent or serious violation of a provision of the charter performance contract;
3. Persistent or serious failure to meet generally accepted accounting standards for fiscal management;
4. Persistent failure to improve student academic achievement for all student groups;
5. Failure for three consecutive years to meet the academic or financial accountability standards outlined in law;
6. Failure for three consecutive years to meet the academic or financial performance standards established in the charter performance contract;
7. Multiple placements on probation as specified in the charter performance contract; or

PROPOSED POLICY

8. Failure of the District to obtain the benefits of Education Code 11.174 and 42.2511, if applicable.

The Board's decision whether to revoke a campus charter shall be based on the best interests of the students, including a decision by the commissioner to extend an exemption from a sanction or other action under Education Code 11.1174(g); the severity of the violation; applicable law; and any previous violation committed by the campus charter.

PROCEDURE

In the event of an indication or allegation that may warrant campus charter revocation, the District shall take the following steps:

1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
3. The Board shall hear the presentation and take action, if necessary, to revoke the campus charter. If the board decides to revoke the campus charter, it must provide an opportunity for a public hearing as required by law.

In the event of a health or safety concern, the Board may immediately suspend campus operations before revocation takes effect.

NOTIFICATION

If the Board decides to revoke a charter performance contract, the Board shall notify the campus charter of the action in writing. The notice shall include the reasons for the revocation and the effective date of the revocation, which shall be no later than the end of the current school year or may be effective immediately in the event of a health or safety concern.

CONTRACT RENEWAL

Upon the expiration of a charter performance contract, the Board may renew the contract for up to an additional ten-year term. In

PROPOSED POLICY

accordance with law, the Board shall renew a charter performance contract only if the Board finds that the campus charter has substantially fulfilled its obligations and met the performance standards in the contract and applicable law.

The Board shall consider the following, in addition to other factors specified in the charter performance contract:

1. Multiple years and measures of performance against the performance standards and expectations established in the charter performance contract and applicable law;
2. Financial audits;
3. Performance and compliance reports, including site visit reports, if applicable; and
4. The campus charter's performance on corrective action plans or other required interventions, if necessary.

PROCEDURE

The District shall publish the renewal application process, including the renewal criteria and timelines.

As part of the renewal application process, the District may provide each campus charter, in advance of the renewal decision, a cumulative report that summarizes the campus charter's performance record over the contract term and states the District's summative findings concerning the campus's performance and its prospects for renewal.

DECISION NOT TO RENEW

The Board may choose not to renew a charter performance contract for any of the following reasons:

1. Failure to meet student performance standards or other obligations in the charter performance contract;
2. Failure to meet generally accepted accounting standards for fiscal management;

PROPOSED POLICY

3. Violation of any provision of the contract or applicable state or federal law; or
4. Other reason as determined by the Board.

NOTIFICATION

If the Board decides not to renew a contract, the Board shall notify the campus charter of the action in writing no later than the last Friday in January during the final year of the charter performance contract. The notice shall include the reasons for the action and the effective date of the campus charter closure, which shall be no later than the end of the current school year.

CLOSURE PROTOCOL

The Board shall develop a detailed campus closure protocol to apply if the Board decides not to renew or to revoke a charter performance contract and close the campus. The protocol shall ensure timely notification to parents including assistance in finding new placements; orderly transition of student records to the District; and disposition of campus funds, property, and assets in accordance with law. In the event of closing any campus charter, the District shall oversee and work with the campus charter's governing board and leadership to carry out the closure protocol.