

*Board of Education  
Regular Meeting  
May 22, 2018*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on May 22, 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** - Luella Merrett Elementary School
3. **RECOGNITIONS**
  - A. Recognition of Students Performing and Greeting Prior to the Meeting
  - B. Pamela Day Award Recipients / West Side Kiwanis and Ms. Pat Mendiola
  - C. Career & Technical Education (CTE) Students Who are Advancing to National Level Competitions
  - D. District Science Elementary Research Fair Winners
  - E. High School Scholar Athletes
  - F. Earnest Colvin - Meritorious Service to the Trimble Tech High School Band and the Fort Worth Independent School District
  - G. Teachers of the Year
4. **LONE STAR GOVERNANCE**
5. **PUBLIC COMMENT**
6. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
7. **DISCUSSION OF AGENDA ITEMS**

## 8. CONSENT AGENDA ITEMS

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

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| 1. April 10, 2018 - Regular Meeting   | 7   |
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| B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More   |     |
| 1. Approve the Purchase of Web-Based On-Line Curriculum Program for Retrieval, Recovery, Acceleration, Blended Learning, and Special Programs for High Schools and Middle Schools     | 21  |
| 2. Authorization to Award a Continuing Contract for Learning Model Partnership  | 29  |
| 3. Approve Installation of Ventilation System at J.T. Stevens Elementary School   | 45  |
| 4. Approve the Purchase of Furniture for World Language Institute   | 50  |
| 5. Approve the Purchase for General Contracting Services for the World Language Institute Relocation to 4921 Benbrook Hwy   | 56  |
| 6. Approve Purchase of Public Address (PA) System and Cabling for Daggett Middle School   | 63  |
| 7. Approve the Purchase of Classroom Projection and Public Announcement System for I.M. Terrell Academy for STEM & VPA as Identified in the 2013 Capital Improvement Program (CIP)    | 69  |
| 8. Approval of the Consulting Proposal Between the Cowan Center and Fort Worth Independent School District  | 77  |
| C. Approval of Low Attendance Waiver for January 16, 2018   | 82  |
| D. Approve the 2018 Advanced Placement Exam Fees  | 84  |
| E. Approve the Application for Expedited and General State Waivers for Pregnancy Related Services on Campus Compensatory Education Home Instruction (CEHI)                            | 88  |
| F. Approve the Funds Transfer Agreement Between Child Care Associates and Fort Worth Independent School District for Childcare Services for the 2018-2019 School Year                 | 94  |
| G. Approve the Memorandum of Understanding for Preventative Dental Services Between the Department of State Health Services (DSHS) and Fort Worth Independent School District (FWISD) | 99  |
| H. Approve the Interlocal Agreement with the City of Fort Worth for the Mobile Recreation Summer Day Camp   | 124 |
| I. Approve the Sale of a Tax Foreclosed Property at 3021 Galvez Avenue, Fort Worth, Texas   | 136 |
| J. Approve Agreement with Tarrant County for the Collection of Property Taxes   | 139 |
| K. Approve Budget Amendment Transferring Funds to Program Contingency for the 2013 Capital Improvement Program  | 148 |

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|---|-----|
| L. Approve Budget Amendment to Increase Budget at Bid Package 131 TEA 186 David K. Sellars Elementary School in the 2013 Capital Improvement Program                        | 154 |
| M. Approve Budget Amendment and Budget Increase for Bid Package 018 Wedgwood 6th Grade (RFP 15-036) in the 2013 Capital Improvement Program                                 | 159 |
| N. Approve Budget Amendment and Budget Increase for Bid Package 043 I.M. Terrell Academy for STEM and VPA (RFQ/RFP #15-035) in the 2013 Capital Improvement Program         | 165 |
| O. Approve Budget Increase for Bid Package 017B Paschal High School (RFCSP #17-010) in the 2013 Capital Improvement Program   | 171 |
| P. Approve Budget Increase for Bid Package 020 East Handley Elementary School (RFCSP #17-003) in the 2013 Capital Improvement Program                                       | 174 |
| Q. Closeout of the Contract with Reeder+Summit Joint Venture for Bid Package 012 (RFCSP #17-005) and Authorization of Final Payment in the 2013 Capital Improvement Program | 177 |
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| S. Authorization to Enter into Contracts for Environmental and Hazmat Consulting Services for the 2017 Capital Improvement Program  | 183 |

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

**10. EXECUTIVE SESSION**

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

- A. Texas Government Code Section 551.071. Private Consultation with Board's Attorney
- 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 Employees in the Best Interest of the District
  - 1. Campus Administrator Appointment
  - 2. Controller
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

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

**12. ACCEPT CONSENT AGENDA**

**13. ACTION ITEMS**

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

**14. ACTION AGENDA ITEMS**

- A. Consider and Take Possible Action to Approve the Recommendation to Terminate Certain Continuing Contract Employees for good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Consider and Take Possible Action to Approve the Recommendation to Terminate Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Consider and Take Possible Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees in the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code
- D. Approve the Change of Scope for TEA 071 Benbrook Middle - High School Baseball and Softball Fields from Natural Turf to Synthetic Turf in the 2017 Capital Improvement Program 187
- E. Approve Second Reading - Revision to Board Policy DNA (LOCAL), EI (LOCAL), EIC (LOCAL), EIF (LOCAL), EJ (LOCAL), and EL (LOCAL) 190
- F. Approve Second Reading - Revision to Board Policy DC (LOCAL) 210
- G. Approve Lone Star Governance Quarterly Board Progress Tracker 216
- H. Election of Board of Education Officers

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

**16. ADJOURN**

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 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:**

Sammy Monge

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on April 10, 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 April 5, 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 April 5, 2018 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING APRIL 10, 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 April 5, 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 April 5, 2018.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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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  
Ashley Paz  
Jacinto Ramos  
Norman Robbins  
T.A. Sims  
Ann Sutherland

Absent: Judy Needham

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 Elementary Schools  
Sammy Monge, Chief of Policy & Planning  
Cynthia Rincon, Chief of Human Capital Management

Elsie Schiro, Chief of Business & Finance  
Cherie Washington, Chief of Secondary Schools  
Barbara Griffith, Senior Communications Officer  
Clint Bond, Executive Director of External & Emergency Communications  
Ramona Soto, General Counsel

2. CALL TO ORDER PUBLIC HEARING TO DISCUSS THE OPTIONAL FLEXIBLE SCHOOL DAY FOR EARLY COLLEGE HIGH SCHOOL STUDENTS

Mrs. Cherie Washington, Chief of Secondary Schools, made opening comments and introduced Mr. Benjamin Leos, as the presenter.

3. PUBLIC COMMENT ON THE PUBLIC HEARING TO DISCUSS THE OPTIONAL FLEXIBLE SCHOOL DAY FOR EARLY COLLEGE HIGH SCHOOL STUDENTS

Speaker:  
Al Austin

4. CLOSE PUBLIC HEARING

At this time, Mrs. Jackson stated the pledges would be delayed until later in the meeting.

Before continuing with the Recognition portion of the meeting, Mrs. Jackson asked that we remember the life of a precious 4th grade student and her mother who died last Friday, due to domestic violence.

5. PLEDGES - Carter Park Elementary School and Leadership Academy at Maude I. Logan Elementary School

This evening there were two schools leading in the pledges. The principal from Carter Park Elementary School, Howard Robinson, introduced his students. Principal, Patricia Scott, introduced students from the Leadership Academy at Maude Logan Elementary.

6. RECOGNITIONS

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

JROTC greeters were from the Air Force JROTC unit at Western Hills High School

B. Parent Recognition - Arlington Heights High School

Parent volunteer, Mrs. Stephanie Harvey, was recognized for donating countless hours at Arlington Heights High School, helping students succeed.

7. LONE STAR GOVERNANCE

A. Update on A-F Accountability

Dr. Scribner made opening comments.

Mr. Carroll introduced the presentation. Mrs. Sara Arispe discussed Domain I. Student Achievement and Mr. David Saenz discussed Domain II. College, Career, Military Ready (CCMR) progress.

Mr. Carroll made closing remarks and addressed questions from the Board.

8. PUBLIC COMMENT

Speakers: Sara De Valdenebro Ed Austin Cleveland Harris

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

The meeting was recessed at 6:35 p.m. and reconvened in the Board Conference Room at 6:41 p.m.

10. DISCUSSION OF AGENDA ITEMS

There was no discussion.

11. 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. February 27, 2018 - Regular Meeting
2. March 20, 2018 - Regular Meeting

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

1. Approve Purchase of Secondary Health Education Materials
2. Approve Replacement of HVAC Rooftop Package Units at 15 Schools
3. Approve Replacement of HVAC Air Handlers at Handley Middle School and North Hi Mount Elementary School
4. Approve Energy Management System (EMS) Upgrades at Five Schools
5. Approve Purchase of Pre-K and Kindergarten Supplemental Materials for Spanish Instruction

6. Approve Purchase of 3rd and 4th Grade Materials for Spanish Instruction
  7. Approve the Purchase of TV Advertisements for Specialized Recruitment (Bilingual) Campaign with UNV Texas, LP-KUVN
  8. Approve Ratification of Costs for Elevator Repair at Dunbar High School
  9. Approve Commodity Processing and Commercial Purchasing Through Interagency Agreement Between Fort Worth ISD and Region 10 Multi-Regional Cooperative to Purchase Products for the 2018-2019 National School Lunch Program
- C. Approval to Join Region One ESC General Interlocal Membership Agreement
- D. Approval of Budget Amendment for the Period Ended March 31, 2018
- E. Approval of Updated Interlocal Cooperation Agreement for Operation of School-Based Health Center Between Tarrant County Hospital District, D/B/A/ JPS Health Network and Fort Worth ISD (to Provide Services at: Eastern Hills Elementary School, Forest Oak Middle School, J.P. Elder Middle School, Southside, and Western Hills Primary)
- F. Approve Everfi, Inc. and the Fort Worth ISD Memorandum of Understanding Agreement
- G. Approve Contract for Con Mi Madre
- H. Approve the Proposed Board of Education Meeting Dates for the 2018-2019 School Year
- I. Approve the 2013 Capital Improvement Program Budget Amendment Transferring Funds from CIP13 Administrative Budget to CIP13 Program Contingency
- J. Approve Budget Amendment and Budget Increase for Bid Package 018 (RFP 15-036) in the 2013 Capital Improvement Program
- K. Approve Budget Amendment and Budget Increase for Bid Package 060 (RFCSP #17-008) in the 2013 Capital Improvement Program
- L. Approve Budget Increase for Bid Package 043 (RFQ/RFP #15-035) in the 2013 Capital Improvement Program
- M. Approve Budget Increase for Bid Package 065 (RFCSP 18-012) in the 2013 Capital

Improvement Program

- N. Approval of the Storm Water Facility Maintenance Agreement for Bid Package 065 Diamond Hill-Jarvis High School in the 2013 Capital Improvement Program
  - O. Closeout of the Contract with Turner Construction Company for Bid Package 011 (RFCSP #15-036) and Authorization of Final Payment in the 2013 Capital Improvement Program
  - P. Closeout of the Contract with Turner Construction Company for Bid Package 019 GMP 2 (RFCSP #15-036) and Authorization of Final Payment in the 2013 Capital Improvement Program
  - Q. Authorization to Continue the Escrow Account with the City of Fort Worth, Texas, to Pay Fees for the 2017 Capital Improvement Program
  - R. Acceptance of Single Source Purchases from Cities, Municipal Water Departments, and Utility Companies for the 2017 Capital Improvement Program
  - S. Adoption of the City of Fort Worth Building Construction Prevailing Wage Rates Scale for the 2017 Capital Improvement Program
12. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
- The meeting recessed at 6:42 p.m. for executive session.
13. 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. Personnel Matters (Section 551.074)
    - 1. Consider and Discuss Proposed Nonrenewal of Chapter 21 Term Contract Employee(s)
    - 2. Consider and Discuss Proposed Termination of Chapter 21 Probationary Contract Employee(s)
    - 3. Approval of District Teaching Permit for Non-Core CTE Courses
  - C. Security Implementation (Section 551.076)

D. Real Property (Section 551.072)

14. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 7:27 p.m.

15. ACCEPT CONSENT AGENDA

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve CONSENT AGENDA.

The motion was unanimously approved.

16. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

No items were removed.

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

Comments were made by Dr. Ann Sutherland, Christene Moss and Jacinto Ramos.

17. ACTION AGENDA ITEMS

No action was taken on Items 17.A. and 17.B.

A. Discuss and Propose Nonrenewal of Chapter 21 Term Contract Employee(s)

B. Discuss and Propose Termination of Chapter 21 Probationary Contract Employee(s)

C. Authorize Superintendent to Negotiate and Execute Agreement with City of Benbrook for Sublease Partnership for Softball Field for Benbrook Middle-High School

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve to Authorize Superintendent to Negotiate and Execute Agreement with City of Benbrook for Sublease Partnership for Softball Field for Benbrook Middle-High School.

The motion was unanimously approved.

D. Approve the Early College High School (ECHS) Calendar for the 2018-2019 School Year

Motion was made by Christene Moss, seconded by Ashley Paz, to approve the Early College High School (ECHS) Calendar for the 2018-2019 School Year.

The motion was unanimously approved.

E. Approve Resolution Honoring the Lives and Legacies of César E. Chávez and Dolores C. Huerta

Motion was made by Jacinto Ramos, seconded by Christene Moss, to approve Resolution Honoring the Lives and Legacies of César E. Chávez and Dolores C. Huerta.

The motion was unanimously approved.

Mr. Jacinto Ramos of District 1, read the resolution after the motion and vote of approval.

F. Consider the Level III Grievance of Glenn Forbes (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)

The Board returned to open session in the Board Room for their decision

F. Consider the Level III Grievance of Glenn Forbes (convene in closed session, if necessary).

Motion was made by Ann Sutherland, seconded by Ashley Paz, to approve the Code Change of Glenn Forbes to Eligible for Rehire.

The motion was approved.

Yes: Tobi Jackson, Anael Luebanos, Christene Moss, Ashley Paz, Jacinto Ramos, T.A. Sims, and Ann Sutherland.

No: Norman Robbins.

19. ADJOURN

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

/s/ Faye Daniels  
Board of Education

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on April 24, 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 April 19, 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 April 19, 2018 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING APRIL 24, 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 April 19, 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 April 19, 2018.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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

President Jackson called the meeting to order at 5:32 p.m.

The following Board Members were present:

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

Absent: Ashley Paz  
T.A. Sims

The following administrators were present:

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

Barbara Griffith, Senior Communications Officer  
Ramona Soto, General Counsel

2. PLEDGES - Burton Hill Elementary School

Students that lead in the pledges were introduced by their principal, Terrance Bigley.

3. RECOGNITIONS

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

The greeters were from the JROTC unit from Carter-Riverside High School.

B. Student Recognition - State Medalists

Ms. Barbara Griffith introduced the State medalist winners, who achieved athletic recognition at the State level.

C. Parent/Community Recognition - O.D. Wyatt Alumni Group

This group, which was established in May of 2015, was introduced by Mrs. Barbara Griffith and was presented with a certificate of appreciation by the Family Communications Department.

D. Recognition of Physicians - Saturday Morning Medicine Rounds

This group was unable to attend this evening and will be honored at the May 8th meeting.

E. Recognition of Coach's Life-Saving Action - South Hills High School

Dr. Sutherland introduced this recognition for Coach Bill Aman, who saved the life of a 9th grade student from South Hills High School, by administering CPR and connected the AED to the student.

4. LONE STAR GOVERNANCE

A. Secondary Instructional Day

Dr. Scribner made opening comments.

Dr. Cherie Washington gave this presentation regarding school schedules.

Dr. Sutherland made comments.

5. PUBLIC COMMENT

Speakers: Heather Leaf Devoyd Jennings Geiselle Lopez Karen Benitez Rachel Jaioma Sarah DeValdenebro Steven Poole

6. DISCUSSION OF AGENDA ITEMS

There was no discussion.

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

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

1. Approve the Purchase of Network Electronics and Services for I.M. Terrell Academy for STEM & VPA as Identified in the 2013 Capital Improvement Program (CIP)

2. Approve the Purchase of Classroom Furniture for Art Classrooms

3. Approve Purchase for Science Lab Furniture for Western Hills High School

4. Approve Budget Amendment and Authorization to Purchase Cafeteria Furniture, Fixtures, and Equipment (FF&E) at Schools

B. Approve First Reading - Revision to Board Policy CDA (LOCAL), DIA (LOCAL), EHBAF (LOCAL), and FL (LOCAL)

C. Approve Budget Amendment to Increase Budget at TEA 015 Western Hills High School from Program Contingency in the 2013 Capital Improvement Program

D. Approve Authorization to Enter into a Contract with a General Contractor for the 2017 Capital Improvement Program Bid Package 001 (RFCSP 18-033)

E. Authorization to Enter into a Contract for Printing Services for the 2017 Capital Improvement Program

F. Approval of Minutes of the January 22, 2018 Citizens' Oversight Committee Meeting for the 2013 Capital Improvement Program

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

The meeting was recessed at 6:20 p.m.

9. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.
- A. Seek the Advice of Attorneys (Section 551.071)
  - B. Personnel Matters (Section 551.074)
    - 1. Campus Administrator Appointments
    - 2. Consider and Discuss Possible Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, in the Best Interests of the District Pursuant to Chapter 21 of the Texas Education Code
  - C. Security Implementation (Section 551.076)
  - D. Real Property (Section 551.072)

10. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 6:52 p.m.

11. ACCEPT CONSENT AGENDA

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

The motion was unanimously approved.

12. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda

No items were removed.

- B. Personnel

Motion was made by Ann Sutherland, seconded by Jacinto Ramos, to approve Personnel Appointments.

The motion was unanimously approved.

Mrs. Washington made introductions.

13. ACTION AGENDA ITEMS

A. Take Action to Approve District Teaching Permit for Non-Core CTE Courses

Motion was made by Christene Moss, seconded by Anael Luebanos, to approve Shan Allsbrooks for a District Teaching Permit for the Non-Core CTE Course of Fire Science .

The motion was unanimously approved.

B. Take Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, in the Best Interests of the District Pursuant to Chapter 21 of the Texas Education Code

There was no action taken.

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

The following Board members made comments:

Dr. Ann Sutherland  
Christene Moss  
Jacinto Ramos

15. ADJOURN

The meeting was adjourned at 7:00 p.m.

/s/ Faye Daniels  
Board of Education

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE THE PURCHASE OF WEB-BASED ON-LINE CURRICULUM PROGRAM FOR RETRIEVAL, RECOVERY, ACCELERATION, BLENDED LEARNING, AND SPECIAL PROGRAMS FOR HIGH SCHOOLS AND MIDDLE SCHOOL**

**BACKGROUND:**

In April 2015, a Request for Proposal (RFP) was completed to address dropout prevention and graduation completion in the form of retrieval, recovery, acceleration, blended learning; additionally, the district needs to have a comprehensive web-based resource to address the overage, under-credit students at the secondary level. The April 2015 RFP also addressed the ongoing support for On-Campus Intervention (OCI), In-School Suspension (ISS) and the academic needs of our alternative campuses.

Upon completion and approval of the RFP and the use of technology, innovation continues to grow throughout the District; the natural expansion of the Web-based Curriculum Program is preparing to support the overage middle school students with enhanced instruction and mastery of knowledge through a blended learning process. The district has been effective and productive in the web-based program by supporting the decrease in the overage and under-credit students at the high school level, and the potential expansion in other accelerated support areas. During the 2015 RFP, Odysseyware was awarded a three-year contract with the options to extend for two additional years in one-year increments. Odysseyware is not based on Texas standards, and is cumbersome to adjust to meet curriculums. Additionally, the District has experienced difficulty clearing Odysseyware student results through the NCAA Clearinghouse during the first three years of this contract. These difficulties led to the posting of an RFP in February 2018.

The results from the February 2018 RFP yielded Edgenuity as the new vendor. Edgenuity offers a robust suite of research-based, standards-aligned resources that are fully-aligned to the Texas Essential Knowledge and Skills (TEKS) and built in accordance with iNACOL Standards. The digital content is also aligned with the Texas College and Career Readiness Standards and Texas English Language Proficiency Standards, as applicable. The customizable digital solutions and the ability to provide access to all 6<sup>th</sup>-12<sup>th</sup> grade students, will meet the District's challenge of improving student achievement for all learners, including students with special education and ELL needs, students with learning gaps in reading and mathematics, and those struggling to make adequate yearly progress. In addition, this partner will aide us in our effort to prepare our students for national assessments such TSI, SAT, ACT, and PSAT. The proper use of technology will support student achievement for all learners in a multitude of online and blended learning environments, including programming focused on retrieval, credit and grade recovery, and acceleration. Edgenuity provides unlimited licenses to help FWISD meet and exceed the

District’s vision and mission of igniting a passion for learning and ensuring all students graduate academically prepared for college, career, and community leadership.

The results of the 3 phase evaluation are below:

| <b>Overview Analysis</b> |                    |                        |               |               |
|--------------------------|--------------------|------------------------|---------------|---------------|
| <b>Proposals</b>         | Phase 1 Evaluation | Phase 2 Price Analysis | Phase 3 Demo  | Totals        |
| Edgenuity                | <b>1091.0</b>      | <b>\$445,050.00</b>    | <b>1573.0</b> | <b>2664.0</b> |
| *Odysseyware             | <b>1040.5</b>      | <b>\$87,000.00</b>     | <b>1528.0</b> | <b>2568.5</b> |
| ENA/Grade Results        | <b>970.0</b>       | <b>\$85,500.00</b>     | <b>1338.0</b> | <b>2308.0</b> |
| Apex Learning            | <b>766.5</b>       | <b>\$436,500.00</b>    | <b>N/A</b>    | <b>N/A</b>    |
| Pearson                  | <b>597.0</b>       | <b>\$165,948.00</b>    | <b>N/A</b>    | <b>N/A</b>    |
| MyON                     | <b>351.5</b>       | <b>\$71,137.50</b>     | <b>N/A</b>    | <b>N/A</b>    |
| Tobii Dynavox            | <b>206.0</b>       | <b>\$1,077,300.00</b>  | <b>N/A</b>    | <b>N/A</b>    |

\*Note: Odysseyware’s contract for the past three years has been \$412,500. The bid identified in the table above is reflective of a last bid and attempt to maintain this contract with very limited resources for staff and students.

The Evaluation Committee consisted of the following:

- Charles Carroll \*evaluated Phase 1, did not evaluate Demo
- Mark Cerja
- Michael Yeager
- Herman Jackson
- Deedra Wynn
- Jason Spears
- Angela McCone
- Shannon Hernandez
- Lisa Durbin
- Anita Perry
- Benjamin Leos \*evaluated Demo, did not evaluate Phase 1
- David Saenz \*evaluated Demo, did not evaluate Phase 1
- Omar Ramos \*invited to Phase1 and Demo, but did not participate.

**PERIOD OF PERFORMANCE:**

Performance will be for 3 years from the date of award through March 31, 2021. FWISD will have the option to extend for two (2) additional years in one year increments.

**STRATEGIC GOAL:**

**1-Increases Student Achievement**

**ALTERNATIVES:**

1. Approve the Purchase of Web-Based On-line Curriculum Program for Retrieval, Recovery, Acceleration, Blended Learning, and Special Programs for High Schools and Middle School
2. Decline to Approve the Purchase of Web-Based On-line Curriculum Program for Retrieval, Recovery, Acceleration, Blended Learning, and Special Programs for High Schools and Middle School
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Purchase of Web-Based On-line Curriculum Program for Retrieval, Recovery, Acceleration, Blended Learning, and Special Programs for High Schools and Middle Schools.

**FUNDING SOURCE**

*Additional Details*

General Fund

199-11-6399-WBL-xxx-21-378-0000000

**COST:**

\$445,050

**VENDOR:**

Edgenuity Inc.

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 18-047

Number of Bid/Proposals received: 7

HUB Firms: 0

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. The vendor listed above has been selected to support this purchase.



***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All High Schools, Middle Schools, and Special Programs  
College and Career Readiness – Advanced Academics and Innovative Learning

**RATIONALE:**

The Web-based Curriculum Program has been successfully used in our high schools, targeted middle school, and specialty campus for enable many students to retrieve credits and/or accelerate academically, as well as support college entry assessment scores. The fidelity, continuity, and security of the Web-Based Curriculum Program success has resulted in many students being able to get back on-track and graduate with their cohorts; obtain high school credit, and prepare for college entry exams. The overage and under credit student was the initial target in 2015. The primary goal was dropout prevention. Currently, some of the students have excelled in the Web-Based Program. The selection of Edgenuity is designed to support the district with the student in OCI, ISS, or alternative campuses to avoid a loss in instructional time with the district’s academic framework of instruction. The Web-Based Curriculum Program will continue to offer courses during summer school. The focus will be on those seniors who are hoping to graduate in August.

Currently Odyssey’s contract is for \$412,500 for only 1100 licenses to be used in 9th-12<sup>th</sup>. Edgenuity’s proposal is for \$445,050 to serve all students with unlimited licensing in 6<sup>th</sup> – 12<sup>th</sup> with the various course options available in the program. Edgenuity will be used to expand student choice in online course taking and support for national assessments with prep programs available through the Edgenuity system. This would increase choice and possibly recover students that have left our district for homeschooling or live in the surrounding communities.

The Web-Based Curriculum Program has demonstrated a high level of fidelity, continuity, and security with students. In the 2015-2016 the students completed 5,858 courses earning 2,929 credits. In 2016-2017 the students completed 4765 courses earning 2,382 credits. Currently as of April 26, 2018, 3672 courses have been completed in the Web-Based Curriculum Program. This number will continue to grow as student finish up for the Spring Semester and complete Web-based Summer School.

**INFORMATION SOURCE:**

Charles Carroll  
David Saenz

# MEMORANDUM

**Tracy Bailey – Web-Based CCMR**  
 100 N. University Dr., Ste. NW 250 Fort Worth, Texas 76107  
 OFFICE 817.814.2580 FAX 817.814.2585  
 tracy.bailey@fwisd.org



Date: April 30, 2018

To: Jonathan Bey

Subject: Web-Based Curriculum Program

## IDENTIFYING INFORMATION

|                              |  |
|------------------------------|--|
| <b>Vendor</b>                | <b>Edgenuity Inc.</b>                      |
| <b>Funding</b>               | <b>General Fund</b>                        |
| <b>Category:</b>             | <b>RFP Number 18-047</b>                   |
| <b>Cost:</b>                 | <b>\$445,050</b>                           |
| <b>Participating Schools</b> | <b>All High Schools and Middle Schools</b> |

On February 05, 2018 the District published a Request for Proposal (RFP) 18-047 entitled “Virtual Learning – Web Based On-Line Curriculum Program.” The RFP was evaluated in accordance with Texas Education Code 44.031. The evaluation was completed in three phases as outlined below. Seven (7) vendors responded to the solicitation; all submitted proposals were reviewed (7) proposals were evaluated in (Phase 1 and 2) by committee members. The top three (3) scored proposals were invited to do a demonstration and answer questions posed by the committee based on their product and information submitted in the RFP (Phase 3.) Edgenuity Inc. scores reflected the selected vendor of the RFP. According to Phase 2, Price Analysis, Edgenuity, Inc. product include the availability to expand educational growth all secondary students to support the district mission and vision. The cost of our current vendor, Odysseyware for the past years was \$412,500 for 1100 concurrent licenses from 09/01/2017 - 08/31/2018 and 275 concurrent licenses 10/01/2017 - 09/30/2018 with limited ability to accommodate the procession of students in the Web-Based Curriculum Program

| Criteria (Phase 1 Initial Evaluation)  | Points     |
|--|------------|
| Evidence that On-Line Web Based Curriculum that is aligned to TEKS   | 25         |
| Ability to align and adjust to current State Standards and Readiness for student assessment i.e. STAAR/EOC         | 20         |
| Has the ability to align with the FWISD Curriculum Frameworks  | 20         |
| Has the ability to allow for “short term supplemental instruction (OCI)  | 25         |
| Has the ability to operate as a standalone inter functional system for our (Alternative Facilities)                | 20         |
| Has the ability to provide individual resources for needs for the ELL and Special Education student and instructor | 10         |
| Offer all Core Area Subjects (English Language Arts, Mathematics, Social Students, and Science)                    | 10         |
| The Quality of the Vendor’s Services (References)  | 5          |
| Competence/Experience with Texas School Districts (list of all District serviced in TX with contact information)   | 5          |
| HUB Utilization  | 5          |
| Texas Preference   | 5          |
| <b>Total Points (Phase 1)</b>  | <b>150</b> |

| Criteria (Phase 2 Price Analysis) | Actual Cost |
|-----------------------------------|-------------|
| Purchase Price                    | \$          |

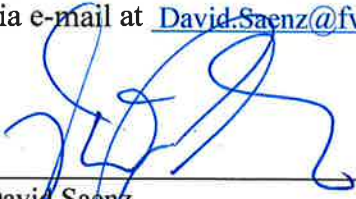
| <b>Criteria (Phase 3 - Demonstration and Performance Evaluation)</b>  | <b>Score</b> |
|---|--------------|
| Alignment/compatibility with Fort Worth ISD Curriculum Framework  | 10           |
| Ability to align and adjust to current State Standards and Readiness for student assessment i.e. STAAR/EOC  | 10           |
| Program provides pre-assessment components that will allow the entire student to accelerate through mastered instructional content and work through un-mastered material. | 10           |
| Provide professional development opportunities for the instructor and administration (Address implementation plan)  | 10           |
| Technological Capability  | 10           |
| Provide Advance Level Courses in All Core Content areas (Pre-Calculus, Calculus, Physics, etc.). Must align with State Standards, TEKS, etc.                              | 5            |
| Vast selection of Elective courses (HB5)  | 5            |
| Ability to provide systematic perimeters to insure the program is functioning under District Wide guidelines on all campuses.   | 5            |
| Software provide 90% of the grading in all content areas  | 5            |
| Provide instructional remediation   | 5            |
| Built in accountability student progress tracking system  | 5            |
| Systematic teacher monitoring system  | 5            |
| Centralized Administrative monitoring component or management system for district oversight   | 10           |
| Provide justifiable NCAA Eligibility and Non-traditional course information   | 5            |
| Provide online training and support services  | 5            |
| Provide justifiable Quality Matters Rating  | 10           |
| User friendly - Student   | 10           |
| User friendly - Teacher   | 10           |
| User friendly - Administration  | 10           |
| User friendly - Reports and Data  | 5            |
| <b>Total Points (Phase 3)</b>   | <b>150</b>   |

| Overview Analysis |                    |                        |              |        |
|-------------------|--------------------|------------------------|--------------|--------|
| Proposals         | Phase 1 Evaluation | Phase 2 Price Analysis | Phase 3 Demo | Totals |
| Edgenuity         | 1091.0             | \$494,500.00           | 1573.0       | 2664.0 |
| Odysseyware       | 1040.5             | \$87,000.00            | 1528.0       | 2568.5 |
| ENA/Grade Results | 970.0              | \$85,500.00            | 1338.0       | 2308.0 |
| Apex Learning     | 766.5              | \$436,500.00           | N/A          | N/A    |
| Pearson           | 597.0              | \$165,948.00           | N/A          | N/A    |
| MyON              | 351.5              | \$71,137.50            | N/A          | N/A    |
| Tobii Dynavox     | 206.0              | \$1,077,300.00         | N/A          | N/A    |

**Evaluation Committee:**

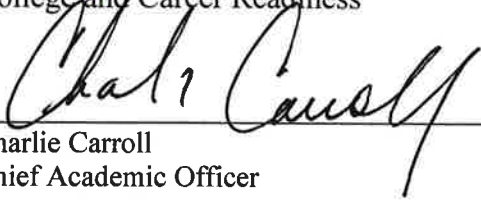
Charlie Carroll, Chief Academic Officer  
Benjamin Leos, Executive Director Secondary School Leadership  
David Saenz, Executive Director, College and Career Readiness  
Dr. Anita Perry, Director, Academic Advisement Department  
Mark Cerja, Assistant Director-Student Discipline and Placement  
Paul Zinn, Manager, Network Services  
Dr. Herman Jackson, K-12 Science Literacy/STEM Director  
Shannon Hernandez., Director of Secondary Mathematics Literacy | Teaching and Learning  
Lisa Durbin, Director, Program Integration  
Michael Yeager, Web-Based Instructor  
Deedra Wynn, Professional School Counselor  
Jason Spears, Digital Learning Coordinator, Division of Technology  
Michelle Angela McCone, Director, Secondary Literacy

If you have any questions, please contact David Saenz at your convenience at (817) 814-2580 or via e-mail at [David.Saenz@fwisd.org](mailto:David.Saenz@fwisd.org). Thank you for your support.



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David Saenz  
Executive Director  
College and Career Readiness



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Charlie Carroll  
Chief Academic Officer

| Overview Analysis |                    |                        |              |        |
|-------------------|--------------------|------------------------|--------------|--------|
| Proposals         | Phase 1 Evaluation | Phase 2 Price Analysis | Phase 3 Demo | Totals |
| Edgenuity         | 1091.0             | \$494,500.00           | 1573.0       | 2664.0 |
| Odysseyware       | 1040.5             | \$87,000.00            | 1528.0       | 2568.5 |
| ENA/Grade Results | 970.0              | \$85,500.00            | 1338.0       | 2308.0 |
| Apex Learning     | 766.5              | \$436,500.00           | N/A          | N/A    |
| Pearson           | 597.0              | \$165,948.00           | N/A          | N/A    |
| MyON              | 351.5              | \$71,137.50            | N/A          | N/A    |
| Tobii Dynavox     | 206.0              | \$1,077,300.00         | N/A          | N/A    |

| Phase 1 Initial Evaluation |              |               |               |                   |              |               |               |
|----------------------------|--------------|---------------|---------------|-------------------|--------------|---------------|---------------|
| Evaluator                  | PEARSON      | ODYSSEYWARE   | APEX LEARNING | ENA-GRADE RESULTS | MYON         | TOBII DYNAVOX | EDGUNITY      |
| Charlie Carroll            | 83.0         | 96.0          | 59.0          | 53.0              | 22.0         | 17.0          | 107.0         |
| Mark Cerja                 | 111.0        | 130.0         | 108.0         | 126.0             | 73.0         | 64.0          | 113.0         |
| Michael Yeager             | 13.0         | 130.0         | 0.0           | 128.0             | 0.0          | 0.0           | 128.0         |
| Herman Jackson             | 53.0         | 62.0          | 54.0          | 26.0              | 0.0          | 10.0          | 73.0          |
| Deedra Wynn                | 57.0         | 125.0         | 78.0          | 120.0             | 59.0         | 0.0           | 130.0         |
| Jason Spears               | 55.0         | 73.0          | 45.0          | 60.0              | 20.0         | 15.0          | 80.0          |
| Angela McCone              | 80.0         | 122.0         | 130.0         | 130.0             | 50.0         | 20.0          | 125.0         |
| Shannon Hernandez          | 0.0          | 117.5         | 117.5         | 119.0             | 47.5         | 80.0          | 120.0         |
| Lisa Durbin                | 45.0         | 55.0          | 85.0          | 85.0              | 60.0         | 0.0           | 85.0          |
| Anita Perry                | 100.0        | 130.0         | 90.0          | 123.0             | 20.0         | 0.0           | 130.0         |
| Joseph Niedziela           |              |               |               |                   |              |               |               |
| Benjamin Leos              |              |               |               |                   |              |               |               |
| Eudoxio Ramos              |              |               |               |                   |              |               |               |
| Khechara Bradford          |              |               |               |                   |              |               |               |
| David Saenz                |              |               |               |                   |              |               |               |
| <b>TOTAL</b>               | <b>597.0</b> | <b>1040.5</b> | <b>766.5</b>  | <b>970.0</b>      | <b>351.5</b> | <b>206.0</b>  | <b>1091.0</b> |
| <b>AVG.</b>                | <b>59.7</b>  | <b>104.1</b>  | <b>76.7</b>   | <b>97.0</b>       | <b>35.2</b>  | <b>20.6</b>   | <b>109.1</b>  |

| Phase 2 Price Analysis |  |                      |                |       |                      |                |       |             |
|------------------------|--|----------------------|----------------|-------|----------------------|----------------|-------|-------------|
| COMPANY                | NOTES- EXPLANATION   | Purchase Price 20pts | COST           | SCORE | Long Term Cost 10pts | COST-yr 2 & 3  | SCORE | TOTAL SCORE |
| Pearson                | Based on their class and subject. Excludes all the way up, each grade all the way up, different price for each one.  | 20                   | \$165,948.00   | 14    | 10                   | \$311,896.00   | 7     | 21          |
| Odysseyware            | 170 per student @ 2700 students, but does not include Training, website training, or a "virtual" teacher.  | 20                   | \$87,000.00    | 16    | 10                   | \$168,000.00   | 9     | 27          |
| Apex Learning          | Unlimited placements for students in all courses, grades 6-12  | 20                   | \$136,500.00   | 8     | 10                   | \$873,000.00   | 8     | 13          |
| ENA/Grade Results      | They offer 360 licenses @ \$275 those many students does a license cover? \$10 per license? 2 days of training @ \$3000  | 20                   | \$85,500.00    | 19    | 10                   | \$165,000.00   | 9     | 38          |
| MyON                   | My on has priced us for each individual book from publishers into the top offer. The pricing is per BOOK, or TITLE.  | 20                   | \$71,137.50    | 20    | 10                   | \$142,275.00   | 10    | 30          |
| Tobii Dynavox          | Tobii has listed "Boardmaker" items, but does not state WHAT they are. There are NO explanations or definitions of WHAT they offer. Just generic pricing sheet. Boardmaker items @ \$339.00 x 300 = \$101,700. | 20                   | \$1,077,300.00 | 8     | 10                   | \$2,114,600.00 | 1     | 2           |
| Edgenuity              | Offer a "high school" option, and a "high school/middle school" option. High is \$399,500 and High-M is \$146,500.   | 20                   | \$494,500.00   | 9     | 10                   | \$989,000.00   | 4     | 11          |
|                        |  |                      | \$2,417,843.50 |       |                      | \$4,833,371.00 |       |             |

| Phase 3 Demonstration Evaluation |               |                   |               |
|----------------------------------|---------------|-------------------|---------------|
| Evaluator                        | ODYSSEYWARE   | ENA-GRADE RESULTS | EDGUNITY      |
| Mark Cerja                       | 150.0         | 127.0             | 140.0         |
| Michael Yeager                   | 148.0         | 125.0             | 146.0         |
| Deedra Wynn                      | 148.0         | 136.0             | 150.0         |
| Jason Spears                     | 133.0         | 127.0             | 146.0         |
| Angela McCone                    | 138.0         | 133.0             | 150.0         |
| Shannon Hernandez                | 140.0         | 130.0             | 150.0         |
| Lisa Durbin                      | 140.0         | 80.0              | 150.0         |
| Anita Perry                      | 120.0         | 99.0              | 125.0         |
| David Saenz                      | 149.0         | 119.0             | 148.0         |
| Paul Zinn                        | 146.0         | 127.0             | 138.0         |
| Benjamin Leos                    | 120.0         | 125.0             | 130.0         |
| Charlie Carroll                  |               |                   |               |
| Herman Jackson                   |               |                   |               |
| Eudoxio Ramos                    |               |                   |               |
| Khechara Bradford                |               |                   |               |
| <b>TOTAL</b>                     | <b>1528.0</b> | <b>1338.0</b>     | <b>1573.0</b> |
| <b>AVG.</b>                      | <b>138.9</b>  | <b>121.6</b>      | <b>143.0</b>  |

**CONSENT AGENDA ITEM  
BOARD MEETING  
MAY 22, 2018**

**TOPIC: APPROVE AUTHORIZATION TO AWARD A CONTINUING CONTRACT FOR A LEARNING MODEL PARTNERSHIP**

**BACKGROUND:**

During the 2016-2017 school year, the FWISD community developed a Learning Framework which includes a Learner Profile, Learning Outcomes, and Learning Model. In order to facilitate training, coaching, and implementation of these critical instructional routines, FWISD sought a partner. The partner was chosen through a bid process during 2016-2017. Engage Learning was chosen to partner with FWISD to support the implementation of the FWISD Learning Model. Engage Learning has a proven track record for instructional improvement in large urban Texas school districts; as evidenced by student learning data and testimonials. They provided teacher, coach and executive training during the 2017-2018 school year. They supported teachers, instructional coaches and principals at twenty-two campuses this year. Moving into the 2018-2019 school year, Engage Learning will continue to provide support in schools that have begun implementation and additional schools. For the 2018-2019 year, several schools are scheduled for Learning Model implementation support.

**Deliverables:**

1. Highly effective 1-1, or small group, coaching conversations
2. Teacher portfolios aligned to T-TESS and increased teacher leadership
3. Leader portfolios aligned to district professional standards
4. Quarterly reporting on evidenced based teacher growth on the 16 e2L-Curated Best Practices
5. Increased internal coaching capacity to facilitate initiatives over time
6. eStudio Site includes database of over 20,000 curriculum units based on the Texas Essential Knowledge and Skills and College and Career Readiness Standards, professional learning refresher videos, webinars, video conferencing, highlighted student work, downloadable templates for learning design, and links to engaging learning tools for students
7. Learning Model professional learning and coaching for teachers and principals

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Authorization to Award a Continuing Contract for a Learning Model Partnership
2. Decline to Approve Authorization to Award a Continuing Contract for a Learning Model Partnership
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to Award a Continuing Contract for a Learning Model Partnership

**FUNDING SOURCE**

*Additional Details*

|                 |  |
|-----------------|--|
| Special Revenue | 255-13-6291-014-999-24-528-000000-19F28 - \$1,500,000.00 |
| General Fund    | 199-13-6291-014-999-99-155-000000 - \$187,636.00         |

**COST:**

\$1,687,636.00

**VENDOR:**

Engage Learning, Inc. dba engage2learn

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 17-083

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. The Board originally approved this vendor for award on May 23, 2017. This is year two of the amount.

This RFP was evaluated in accordance with Texas Education Code 44.031 and focused on the following key areas:

1. History and Experience: experience in providing services related to the implementation of learning frameworks similar to the Fort Worth Learning Model.
2. Program Understanding: a plan for leading the professional development in an interactive format with the participants and a clear ability to provide the training necessary to accommodate a large professional development project.
3. Personnel: resumes for all staff who may be involved in this professional development
4. Technical:
  - a. Support: the scope of support the contractor will provide for the district to implement the FWISD Learning Model.
  - b. Type of Training: tailored professional development to the district coaching team, campus leadership teams, and teacher leaders on coaching models and frameworks, primarily focusing on principles of the FWISD Learning Model and clearly demonstrate how the training will be differentiated for the different target participants both teacher and leader.

***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**

Academics  
Curriculum and Instruction  
School Leadership

**RATIONALE:**

Our goal is to provide a consistent Learning Framework that fosters student-centered learning environments that are engaging, rigorous, and provide opportunities for student to engage in 21<sup>st</sup> century learning standards. Implemented across all grade levels and content areas, the Learning Framework emphasis best practices for critical thinking, collaboration, communication, creativity and innovation,

**INFORMATION SOURCE:**

Charles Carroll  
Khechara Bradford



# Fort Worth ISD - 2018-19

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Contract Prepared: April 16, 2018

Dates of service: July 1, 2018 - June 30, 2019



[www.engage2learn.org](http://www.engage2learn.org)

# e2L Framework Customized Training and Coaching

Engage2learn proposes to provide in-district training and coaching to Fort Worth ISD (District). The team members for the training and coaching shall be chosen by the district.

## e2L Deliverables

- Please see the fee schedule below for services and deliverables



Coaching for Growth



e2L Coaching Model

www.engage2learn.org | © 2015 All Rights Reserved

## Ensuring Sustainable Growth

### Purpose:

With our e2L Coaching Model, we ensure you have the fidelity and sustainability to leverage your district and campus talent pool garnering results. We know from the research, the only way to ensure you get a return on an investment in professional learning and human capital is through coaching.

| Type of PD        | Knowledge | Skill | Implementation |
|-------------------|-----------|-------|----------------|
| Theory            | 10%       | 5%    | 0%             |
| Demonstration     | 30%       | 20%   | 0%             |
| Practice/Feedback | 60%       | 60%   | 5%             |
| Coaching          | 95%       | 95%   | 95%            |

Joyce, B and Showers, B. *Professional Development that Impacts Student Achievement*.

### Process:

Our proven system of coaching, using the GROWE© model, creates a collaborative, collegial conversation focused on personalized, attainable growth for teachers. We utilize the power of goal-setting, self-reflection and performance-based coaching. We follow an individualized coaching timeline that sequences the high-yield e2L-Curated Best Practices. This ensures a targeted, intentional plan for improvement is developed and ultimately documented as growth for each and every teacher.

## Product:

Each coaching conversation is documented in our online platform called eStudio. It is from these documented conversations and the collection of specific artifacts that demonstrate improvement and mastery that we are able to show with concrete data the growth of teachers involved in each cohort. The measurable growth indicates a high level of performance in which all individuals are achieving desired results.

## Deliverables

- Highly effective 1-on-1, or small group, coaching conversations
- Teacher portfolios aligned to T-TESS and increased teacher leadership
- Leader portfolios aligned to district professional standards
- Quarterly reporting on evidenced based teacher growth on the 16 e2L-Curated Best Practices
- Increased internal coaching capacity to facilitate initiatives over time

## Outcomes

- Growth in use of best practices
- Deep implementation of Literacy Framework at the classroom level
- Increased teacher engagement and satisfaction as well as teacher leadership
- Increased student engagement and growth in learner profile traits
- Increased leadership capacity for leading culture change

## e2L eStudio Software License Agreement

Please see the attached e2L eStudio Software License Agreement “Exhibit A” for specific terms and conditions.

## e2L eStudio Software Information

Access to the full eStudio Site may include such materials as:

- Design Platform and database of over 20,000 curriculum units based on the Texas Essential Knowledge & Skills and College & Career Readiness Standards searchable by keyword, standards, status, grade and subject
- Database of refresher videos for professional learning on all aspects of curriculum writing and facilitating e2L Learning Framework protocols
- Interactive capabilities for participating in discussions, blogging, posing specific questions and getting answers from e2L Learning Framework practitioners
- Suggested reading/video/unit ideas posted regularly, free webinars, video-conferences, and profiles of highlighted student work
- Downloadable templates for curriculum writing, student planning and project management, team contracts, rubrics, parent communications, protocol posters, communication stand cards, etc.
- Links to engaging learning tools for students and resources on current global and local projects

## Fees for services

| Service  | e2L Team           | Days   | Fees           |
|--|--------------------|--|----------------|
| <b>Administrative/Principal Awareness Sessions</b><br>-up to 40 FWISD Staff  | 1 e2L Facilitator  | <b>4 Total Days of Training</b><br>-1 e2L facilitator per day  | \$14,200.00    |
| <b>Teacher Training</b><br>-up to 251 teachers trained   | 3 e2L Facilitators | <b>21 Total Days Training</b><br>(3 days training per group of 35 x 7 total groups of up to 35)  | \$74,550.00    |
| <b>Teacher Coaching</b><br>-up to 363 FWISD teachers<br>-up to 113 teachers from Year 1<br>-up to 251 new teachers<br>-9 coaching conversations per teacher<br>-7 teachers coached per day per coach | e2L Coaching Staff | <b>468 Total Days Coaching</b><br>363 teachers/7 per day = 52 days to coach each teacher 1 time<br>52 days per 363 teachers x 9 coaching conversations per teacher<br>468 days to coach each teacher 9 times     | \$1,076,400.00 |
| <b>Executive Training</b><br>-up to 25 executives  | 1 e2L facilitator  | <b>2 total days of Training</b>  | \$7,100.00     |
| <b>Executive Coaching</b><br>-up to 25 executives<br>-8 coaching conversations per executive<br>- 5 executives coached per day   | e2L Coaching Staff | <b>40 total days of Coaching</b><br>25 executives/5 per day = 5 days to coach each executive 1 time<br>5 days per 25 executives x 8 coaching conversations per executive =<br>40 days to coach executive 8 times | \$92,000.00    |
| <b>Coaches Academy Training</b><br>-up to 40 coaches<br>-3 days of training per coach  | 2 e2L facilitators | <b>6 total days of Training</b><br>(2 e2L facilitators x 3 days)   | \$25,800.00    |
| <b>Coaches Academy Coaching</b><br>-up to 40 coaches<br>-8 coaching conversations per coach<br>-5 coaches coached per day  | e2L Coaching Staff | <b>64 total days of Coaching</b><br>40 coaches/5 per day = 8 days to coach 40 coaches 1 time<br>8 days x 8 coaching conversations = 64 days to coach each coach 8 times  | \$195,200.00   |

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**Subtotal - Training and Coaching Facilitation Services    \$1,485,250.00**

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|   |                     |                                    |             |
|---|---------------------|------------------------------------|-------------|
| e2L eStudio Online Resources/Data Reporting<br>- entire district teaching and administration staff access | e2L Technology Team | 1 year -district-wide subscription | \$83,566.00 |
|---|---------------------|------------------------------------|-------------|

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|                        |                     |  |              |
|------------------------|---------------------|--|--------------|
| e2L Project Management | e2L Project Manager |  | \$118,820.00 |
|------------------------|---------------------|--|--------------|

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**\*Total all Services and Expenses - Year 1 - 2018-19    \$1,687,636.00**

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\*Any increase in the scope of services will be addressed in a separate contract agreement. Travel time will not be billed under this agreement. Travel expenses are included in the total price of the proposal. Fees will be invoiced at regular intervals and again at the completion of the project.

## Additional Terms

A. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any change in the scope of services and/or fees will be addressed in an addendum to this Agreement effective only when executed by both parties hereto.

B. Responsibilities of Engage Learning, Inc. include performing all research, planning, facilitation, presentation, and additional duties necessary for the successful completion of the project described in this proposal within the reasonable timeframe allotted in this proposal. Responsibilities of the district include providing and arranging for all meetings including expenses associated with those meetings and communications to participating parties.

C. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Engage Learning, Inc. shall be entitled to compensation for all services provided up to the effective date of termination.

D. Other than as expressly set out in this Agreement and the exhibits attached hereto, all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose are disclaimed.

E. District agrees that its exclusive remedy, and Engage Learning, Inc.'s entire liability with respect to this training, shall be termination of this Agreement as set forth herein. District further agrees that Engage Learning, Inc. shall not be liable to District for any damages, including any lost time, expenses, or other incidental or consequential damages arising out of its use or inability to use this training or the breach of any express or implied warranty, even if Engage Learning, Inc. has been advised of the possibility of those damages.

F. District acknowledges and agrees to the binding terms that this training is being provided for the benefit of the district only, and it is not permissible for the district or any district personnel to perform this training in whole or in any part thereof to others that are not a part of the district.

G. This contract is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If delivery of any training provided for herein as scheduled is prevented by force majeure, then the parties shall cooperate in rescheduling without penalty to either party.

H. Engage Learning, Inc. maintains all registered copyright privileges on this unique proprietary, custom-designed process that no other company provides. There are no other agents, dealers, or educational consulting firms of any kind authorized to sell, promote, or facilitate in any way Engage Learning, Inc. products or services. Use of this material without express written authorization is strictly prohibited.



\_\_\_\_\_  
Signature of District Representative

\_\_\_\_\_  
Shannon Buerk, CEO, engage2learn

\_\_\_\_\_  
Printed Name/Title

April 16, 2018  
Date

\_\_\_\_\_  
Date


Engage2learn EIN#- 45-4211320

## Exhibit A

# e2L eStudio Software License Agreement

This Software License Agreement (this "Agreement"), effective **July 1, 2018** (the "Effective Date"), is made and entered into by and between Engage Learning, Inc. dba engage2learn ("Licensor") and **Fort Worth ISD** ("Licensee"). Licensor and Licensee are each referred to herein as a "party" and collectively as the "parties."

1. Software. The term "Software" shall mean the e2L eStudio library of programs, materials, resources and services including but not limited to tools, message boards, chat or other content located on the site.
2. License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable, royalty-free, paid-up license to use an executable version of the Software for Licensee's internal training purposes during the License Term for the following number of Licensed Users: **District License**
3. License Term. Unless terminated earlier as provided herein, the term of this Agreement (the "License Term") shall be for the following number of months from the Effective Date: **12 months (expires 6/30/2019)**
4. Terms and Conditions. The terms and conditions attached hereto are a part of this Agreement and are incorporated herein by this reference.
5. No Modification. This Agreement cannot be modified or amended except by a written agreement signed by an authorized representative of each party.
6. Acceptance. By signing below, each party signifies that it has carefully examined and agrees to be bound by all the terms and conditions of this Agreement (including, without limitation, the terms and conditions attached hereto) as of the Effective Date stated above.

|  |                           |
|--|---------------------------|
| [Licensor] Engage Learning, Inc. dba engage2learn  | [Licensee] Fort Worth ISD |
| By:                   | By:                       |
| Name: Shannon K. Buerk   | Name:                     |
| Title: CEO   | Title:                    |
| Date: 04/16/2018   | Date:                     |
| Address of Licensor:<br>Engage Learning, Inc. dba engage2learn<br>307 Inverness Pt.<br>Portland TX 78374 | Address of Licensee:      |

## Terms and Conditions

### DEFINITIONS

1. "Affiliate" means, with respect to a party, an entity that is controlled by such party. With respect to an entity, control means the ability, whether by ownership of equity interests, voting rights, contract, or otherwise, to direct the management, policy, or affairs of such entity. An entity will be considered an Affiliate only for such time as such control is maintained.
2. "Confidential Information" (as it relates to Licensor) shall mean the Software and all content, templates, videos, curriculum, drawings, diagrams, specifications, customer and supplier lists, accounting and financial information, trade secrets, business and technical "know how," processes, formulas, procedures, technology, strategies, data processing procedures, and other information or data provided to Licensee by Licensor.
3. "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work that is intentionally submitted by Licensee or a Licensed User to Licensor for inclusion in, or documentation of, any of the products owned or managed by Licensor (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Licensor, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by Licensee or its Representatives as "Not a Contribution."
4. "Including" means "including but not limited to" (whether or not capitalized).
5. "Intellectual Property Rights" means (i) copyrights and copyrightable works; whether registered or unregistered; (ii) trademarks, service marks, trade dress, logos, registered designs, trade and business names (including. Internet domain names, corporate names and email address names), whether registered or unregistered; (iii) patents, patent applications, patent disclosures and inventions (whether patentable or not); (iv) trade secrets, processes, methods, data privacy rights, know-how and rights in designs, and (v) all other forms of intellectual property or any other proprietary rights of either Party or any third person in each case in every jurisdiction worldwide.
6. "Licensed User" means a Representative of Licensee who is authorized to execute the Software pursuant to this Agreement.
7. "Representatives" shall mean the directors, officers, employees, and agents of a party.
8. "Software" shall mean Licensor's computer software known as e2L eStudio, including all related content, curriculum, templates, videos, and documentation.
9. "Source Code" shall mean all necessary instructions, tools, documents, computer programs or code in human readable language from which machine readable, executable code can be derived.



## LICENSE RESTRICTIONS

1. No Right to Transfer. The license granted herein is personal to the Licensee and does not extend to any other individuals or entities. Licensee shall not assign or transfer its rights or obligations under this Agreement without the prior written consent from Licensor, and any purported assignment or transfer without such prior written consent shall be null and void.
2. No Right to Sublicense. Licensee shall not have any right to sublicense the rights granted herein or use the Software in a service bureau capacity or any other manner except as expressly authorized in this Agreement.
3. Limited Right to Copy. Licensee may make a copy of Licensee's original Contribution(s) and the Software's content, curriculum, templates, videos, and documentation for use under the Terms of Use during the Term of the License. Licensee shall have no right to copy or reproduce or distribute Licensor's Software except as expressly authorized in this Agreement or otherwise authorized by Licensor in writing prior to such intended copying or reproduction.
4. Reservation of Rights. Licensor reserves all rights not expressly granted herein. Except as otherwise agreed by Licensor in writing, no express or implied license or right of any kind is granted to Licensee regarding the Licensor's Software, including any right to reproduce, copy, market, sell, distribute, transfer, translate, modify, or adapt the Software. Licensee understands that no license is granted by this Agreement to the Source Code of Licensor's Software. Licensee shall not decompile, disassemble, reverse engineer, or otherwise seek to ascertain the Source Code of the Licensor's Software in any manner, except as may be expressly permitted by law.
5. Title. Licensor shall retain title to the Software. Licensee agrees that, except for Licensee's license described in this Agreement, Licensee has no right, title or interest in the Licensor's Software, in any form, or in any copies thereof, including all worldwide intellectual property rights and Confidential Information rights therein. In connection therewith, Licensee agrees at all times hereafter to keep the Licensor's Software free of all security interests, liens, encumbrances, mortgages and claims whatsoever, and Licensee agrees that neither it nor anyone at its direction shall file a financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating or giving notice of an encumbrance or charge against the Licensor's Software.
6. License for Derivative Works. Each Licensed User is required to execute an End User License Agreement, which grants Licensor a license for Contributions made by Licensed Users to the Software
7. Ownership of Pre-Existing Works. Nothing in the Agreement is intended to convey any right, title or interest in or to any tools or proprietary items of Licensor (other than Software) that were in existence on or prior to the date of this Agreement. Nothing in the Agreement is intended to convey any right, title, or interest in or to any tools or proprietary items of Licensor (other than Software) or that are developed by Licensor during or after the term of this Agreement unless (and then only to the extent) the Agreement expressly provides.

## Warranties

1. THE SOFTWARE IS PROVIDED “AS IS” AND “WITH ALL FAULTS.” LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.
2. Licensor represents and warrants that it has taken reasonable steps to test the Software licensed pursuant to this Agreement for viruses and to the best of its knowledge the Software is free from viruses as of the date of delivery to Licensee by Licensor. Licensor will take commercially reasonable steps to have future updates or releases of the Software, if any, delivered to Licensee free of viruses. Reasonable steps shall mean that Licensor has used then-current industry standard tools which are designed to prevent inclusion of viruses in the Software.

## LIMITATION OF LIABILITY

3. NEITHER PARTY NOR ANY OF THAT PARTY’S AFFILIATES OR REPRESENTATIVES SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OVERHEAD COSTS, AND DAMAGES ARISING OUT OF COMMITMENTS TO SUBCONTRACTORS OR PERSONAL SERVICE CONTRACTS, EVEN IF LICENSOR HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.  
**THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY, IF ANY, ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF ANY AMOUNTS RECEIVED BY LICENSOR FROM LICENSEE UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE.**

## CONFIDENTIALITY

4. Each party understands that during the term of the Agreement, each party may have access to and may learn Confidential Information of the other party, including technical information, Source Codes, computer programs, ideas, and other trade secrets of the other party. Each party understands that it has no title to or rights to use the other party’s Confidential Information except as expressly set forth in this Agreement.
5. Each party agrees to hold in confidence all Confidential Information of the other party and use such Confidential Information only for the purpose of this Agreement. Each party further agrees not to reproduce, distribute, or disclose the other party’s Confidential Information to a third party without first obtaining the other party’s express written consent. Each party will not disclose the other party’s Confidential Information to anyone except its authorized Representatives who have a need to know such Confidential Information to fulfill the purpose of this Agreement.

6. These restrictions shall not apply to information: (i) that is or becomes generally known through no fault of the receiving party, (ii) that the receiving party can show was in its possession prior to its receipt from the disclosing party, (iii) that the receiving party can show was received by it from a third party not prohibited from disclosing the information, or (iv) that was developed independently by the receiving party without the use of the other party's Confidential Information or (in the case of the Licensee) Licensor's Software.
7. If disclosure of Confidential Information is required by law, subpoena or a government authority, the receiving party may make such disclosure provided that the other party is notified in writing prior to the disclosure and every reasonable effort is made to protect the other party's proprietary interests in such Confidential Information.

## NOTICES

8. All written notices from one party to the other shall be deemed to have been given if sent by facsimile transmission, electronic mail, certified mail or registered or express mail or by hand delivery to the corresponding address stated on page 1 of this Agreement. All address changes shall be communicated to the other party by notice in accordance with this section.

## TERMINATION

9. Licensor may terminate this Agreement if Licensee fails to cure any breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that Licensor may terminate this Agreement immediately upon notice to Licensee if Licensee breaches its confidentiality obligations under this Agreement or otherwise commits a breach that is not curable.
10. Licensee may terminate this Agreement at any time during the first year of the License Term if the Software fails to perform in accordance with the specifications provided to Licensee and such failure continues for more than thirty (30) days following written notice from Licensee, and at any time during the Term if any third party makes any claim against Licensee that the Software infringes or misappropriates any Intellectual Property.
11. Upon any expiration or termination of this Agreement, Licensee will immediately cease any and all use of the Software and the Confidential Information of Licensor, and Licensee will promptly and permanently delete all electronic copies, and return to Licensor or destroy, at Licensor's option, all tangible copies, of the Software and Confidential Information then in Licensee's possession and shall certify the same in writing to Licensor within 10 days after such expiration or termination.

## INDEMNIFICATION

12. Infringement Indemnity. Licensor agrees to indemnify, defend and hold harmless Licensee and its Affiliates, (collectively, the “Indemnitees”) from and against any and all claims by third parties for damages, liabilities, penalties, fines, losses, costs and expenses including reasonable attorneys’ fees (collectively, “Losses”) arising from or relating to any claim or allegation that the Software violates, misappropriates or infringes any Intellectual Property Rights, or misappropriates any trade secret, of any third party or violates the terms of any third party software license contained within the Software provided as part of the Software. If any Software, in whole or in part, constitute or may constitute infringement, violation or misappropriation of any third party’s Intellectual Property Rights, and/or if Licensee’s use thereof is or may be enjoined, Licensor, in addition to its indemnification obligations hereunder, shall promptly either: (i) secure for Licensee rights to continue using such infringing Software; or (ii) re perform or replace such Software with comparable non infringing Software; or (iii) modify the Software so that they become non infringing. In the event Licensor is unable to procure one of the aforementioned remedies, Licensor shall, in addition to its indemnification obligations hereunder, promptly refund to Licensee all amounts paid to Licensor under this Agreement for the Software that are the subject of such infringement claim.
13. General Indemnification. Either party shall indemnify, defend and hold harmless (the “Indemnifying Party”) the other party (the “Indemnified Party”) from and against any and all Losses arising from or relating to: (i) the gross negligence or willful misconduct of Indemnifying Party, or any of Indemnifying Party’s subcontractors, employees, or representatives; (ii) the breach of any term, covenant, or obligation contained in this Agreement, by Indemnifying Party, its subcontractors, employees or representatives; and (iii) any claim with respect to bodily injury, death or damage to tangible property sustained as a result of the acts or omissions of Indemnifying Party, its subcontractors, employees or representatives.
14. Notification, Rights and Cooperation. Indemnifying Party agrees to give Indemnified Party prompt written notice of any claim subject to indemnification; provided that Indemnifying Party’s failure to promptly notify Indemnified Party shall not affect Indemnified Party’s obligations hereunder except to the extent that Indemnifying Party’s delay prejudices Indemnified Party’s ability to defend such claim. Indemnifying Party shall have the right to defend against any such claim with counsel of its own choosing and to settle such claim as Indemnifying Party deems appropriate, provided that Indemnifying Party shall not enter into any settlement that adversely affects Indemnified Party’s rights without Indemnified Party’s prior written consent. Licensee agrees to reasonably cooperate with Indemnifying Party in the defense and settlement of any such claim, at Indemnifying Party’s expense.

## MISCELLANEOUS

15. Choice of Law and Forum. This Agreement and the agreements, instruments, and documents contemplated hereby will be governed by and constructed in accordance with the laws of the State of Texas (exclusive of conflicts of law principles) and will be deemed to call for performance in San Patricio County, Texas. The parties consent to and agree to submit to the jurisdiction of such courts. Venue in any such dispute, whether in federal or state court, will be laid exclusively in San Patricio County, Texas.

16. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous understandings or agreements with respect to the subject matter hereof.
17. Independent Contractor. Licensor is an independent contractor of Licensee and not an employee, agent, partner, joint venturer, representative, broker or principal of Licensee for any purpose. Neither Licensor nor any employee of Licensor shall acquire any of the rights, privileges, powers or advantages of an employee of Licensee, including disability insurance, vacation or sick pay or any other benefits available to Licensee employees. Licensor shall be solely responsible for all wages, benefits, taxes, withholdings, training and expenses of its employees, including the employees assigned to perform Services under this Agreement.
18. No Publicity. Neither Party shall use the other Party's name or trademark in any advertising, written sales promotion, press releases and/or other publicity matters relating to this Agreement without the other Party's written consent. Licensor acknowledges that Licensee has a no publicity policy regarding its vendor relationships. Notwithstanding the above, during the Term of this Agreement only, Licensor may list Licensee's name, but not the Licensee logo, on a customer list that it provides to prospective buyers of its products or services.
19. Force Majeure. Notwithstanding any other provision of this Agreement, no Party shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or inability to perform its obligations under this Agreement if the delay or inability arises from any cause beyond the reasonable control of that Party (each, a "Force Majeure Event"); provided, however, that Licensor shall comply with any business continuity requirements and shall use reasonable efforts to mitigate the effect and duration of such Force Majeure Event. The Parties shall promptly resume performance hereunder after the Force Majeure Event has passed; however, if a delay continues for 60 days or more, the Party not experiencing the Force Majeure Event may terminate this Agreement without penalty upon written notice to the other Party.
20. Headings. The headings used in this Agreement are for convenience of reference only and shall not be used to interpret the provisions of this Agreement.

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE INSTALLATION OF VENTILATION SYSTEM AT J.T. STEVENS ELEMENTARY SCHOOL**

**BACKGROUND:**

J. T. Stevens Elementary School has been experiencing high humidity levels causing condensation on the walls in approximately 20 classrooms located along the exterior walls. Wells Doak Engineering has assessed the high humidity problem and has designed a ventilation system that will remove excess moisture from the attic and from the crawlspace under the building. Lochridge-Priest will install a ventilation system for a cost of \$99,900. They are a member of BuyBoard, Contract Number 552-17.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Installation of Ventilation System at J. T. Stevens Elementary School
2. Decline to Approve Installation of Ventilation System at J. T. Stevens Elementary School
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Installation of Ventilation System at J. T. Stevens Elementary School

**FUNDING SOURCE**

*Additional Details*

TRE

198-51-6299-001-187-99-501-000000

**COST:**

\$99,900

**VENDOR:**

Lochridge-Priest

**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 552-17. 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**

J. T. Stevens Elementary School

**RATIONALE:**

The ventilation system will address the high humidity levels in the classrooms.

**INFORMATION SOURCE:**

Art Cavazos  
Gil Griffin



Fort Worth ISD  
2808 Tillar  
Fort Worth, Texas 76107  
Attn: Steve Osborne  
Buy Board Proposal Vendor ID#2346

RE: J.T Stevens

April 27, 2018

Steve

Lochridge-Priest, Inc. is pleased to provide a bid for the installation of seven (7) exhaust fans for the existing school. We will install exhaust fans as per plans dated 4-11-18 with a revision on 4-17-18 by the Wells Doak engineers. We will make all duct work penetrations, electrical power wiring and will tie into the existing controls system as per the plans. We will start system and check for proper working operation.

Total HVAC \$90,819.00

Contingency \$9081.00

**Our Bid Specifically Includes:**

- Installation of 7 exhaust fans
- Duct work as needed for installation
- Crane fees
- Electrical power wiring
- Roof work
- Controls work as needed
- Bond

**Our bid specifically excludes:**

- Asbestos lead and mercury abatement
- Power wiring (other than stated on plan)
- Roof work (other than stated on plan)
- Controls work (other than stated on plan)
- Gas piping
- HVAC systems
- Overtime work
- Patching and painting of any kind
- State sales tax

If I can be of further assistance, please contact me at (254) 772-0670 or my cell phone at (254) 749-2507

Sincerely,







LOCHRIDGE-PRIEST, INC.

Rodger Chase



Lochrige Priest • 2901 E. Industrial Blvd. • Waco, TX, 76705  
254.772.0670 • 254.772.0484 • lochrige priest.com

TACLA24360C • TACLA28343C • TACLA28379C • TECL32275 • M41036



Phone: 800.695.2919  
 Fax: 800.211.5151  
 Email: info@buyboard.com

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### Vendor Contract Information

[Back](#)

**Searches:**

[Search by Vendor](#)

[Browse Contracts](#)

**Search:**

- All
- Vendor Discounts Only
- Catalog Pricing Only

**Refine Your Search:**

- Vendors**  
Lochridge Priest(X)
- Price Range**  
Show all prices
- Category**  
None Selected
- Contract**  
None selected

**Additional Resources**



**Vendor Name:** Lochridge Priest  
**Address:** 2901 East Industrial Blvd.  
 Waco, TX 76705  
**Phone Number:** (254) 772-0670  
**Email:** rodder@lochridgepriest.com  
**Website:** <http://www.lochridgepriest.com>  
**Federal ID:** 74-1460928  
**Contact:** Rodger Chase  
**Accepts RFGs:** Yes  
**Minority Owned:** No  
**Women Owned:** No  
**Service-Disabled Veteran Owned:** No  
**EDGAR Forms Received:** Yes  
**No Israel Boycott Certificate:** No  
**No Excluded Foreign Terrorist Orgs:** No  
**Contract Name:** HVAC Equipment, Supplies, and Installation of HVAC Equipment  
**Contract#: 552-17**  
**Effective Date:** 12/01/2017  
**Expiration Date:** 11/30/2020  
**Payment Terms:** Net 30 days  
**Delivery Days:** 10  
**Shipping Terms:** Pre-paid and added to invoice  
**Freight Terms:** FOB Destination  
**Ship Via:** Common Carrier  
**Region Served:** All Texas Regions  
**States Served:** Texas  
**Additional Info:** EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is Vendor response document, and can be found in the Vendor Proposal File link page.  
**Quote Reference Number:** 552-17  
**Return Policy:** 20% restocking fee on normal stock items, no returns on special orders  
**Additional Dealers:** Lochridge Priest locations in Temple TX, Corsicana TX

**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  
May 22, 2018**

**TOPIC: APPROVE PURCHASE OF FURNITURE FOR WORLD LANGUAGE INSTITUTE**

**BACKGROUND:**

In preparation for the World Language Institute relocation to 4921 Benbrook Hwy two classrooms are in need of updating to support a science lab setting to meet the high school student needs. The purchase of the science lab furniture is aligned with the high school curriculum needs for a science lab and required classroom furniture.

The vendor selected for this purchase is School Specialty that is a member of the Buy-Board 503-16. The purchase of this student furniture will be made using the Capital Improvement Program funds as part of 2017 bond authorization. The cost is not to exceed \$120,972.58.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Purchase of Furniture for World Language Institute
2. Decline to Approve Purchase of Furniture for World Language Institute
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase Purchase of Furniture for World Language Institute

**FUNDING SOURCE**

*Additional Details*

2017 CIP

671-11-63XX-B43-084-11-000000

**COST:**

\$163,764.22

**VENDOR:**

School Specialty

**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**

World Language Institute # 084

**RATIONALE:**

The purchase of the science lab furniture will help support the science instruction for high school curriculum for the students of WLI.

**INFORMATION SOURCE:**

Art Cavazos  
Gilbert Griffin

# Proposal



**Proposal #:** North and Central Texas.0197.1

*Please refer to this number when ordering*

**Date:** 5/9/2018  
**Bill To:**

**Ship To:**

**From:**

Account #:  
 FORT WORTH ISD  
 100 UNIVERSITY  
 FORT WORTH , TX  
 Phone:  
 Fax:  
 Email:

Account #:  
 YVONNE HUIZAR GARCIA  
 BENBROOK HIGHWAY  
 FORT WORTH TX  
 Phone:  
 Attn: [Click here and type Attention]

Tim Summers  
 Phone: 618-292-2698  
 Fax:  
 timothy.summers@schoolspecialty.com  
 Territory No: North and Central Texas/

| Item #  | Qty | Page     | Description                             | Valid for 30 Days      |            |                    |
|---|-----|----------|---|------------------------|------------|--------------------|
|   |     |          |   | List Price             | Your Price | Amount             |
| 1362378   | 176 | 405 - 20 | CHAIR - ROYAL 1100 FOUR LEG - SOFT PLAS | \$39.95                | \$34.55    | \$6,080.80         |
| 01360   | 176 |          | SMITH SYSTEM FLEX DESK                  | \$231.00               | \$156.95   | \$27,623.20        |
| 17576   | 176 |          | CASTERS FOR SMITH DESK<br>SET OF 4      | \$76.00                | \$51.64    | \$9,088.64         |
| PRICING PER TEXAS BUY BOARD<br>#503-16  |     |          |   |                        |            |                    |
| <b>You Saved:</b>   |     |          |   | <b>\$18,270.56</b>     |            |                    |
| <b>Customer</b> Phone 1-888-388-3224  |     |          |   | <b>Page 1 TOTAL</b>    |            | <b>\$42,792.64</b> |
| <b>Service:</b> FAX: 1-888-388-6344<br><a href="mailto:orders@schoolspecialty.com">orders@schoolspecialty.com</a> |     |          |   | <b>TOTAL All Pages</b> |            | <b>\$42,792.64</b> |

### PROPOSAL QUALIFICATIONS

|                                    |                                 |  |  |
|------------------------------------|---------------------------------|--|--|
| <b>PRICES FIRM TO:</b><br>6/8/2018 | <b>SHIPMENT BY:</b><br>Best Way | <input type="checkbox"/> Tailgate Delivery Only<br><input type="checkbox"/> Lift Gate Truck Required<br><input checked="" type="checkbox"/> Inside Delivery<br><input checked="" type="checkbox"/> One Location<br><input type="checkbox"/> Multiple Locations | <b>Installation:</b>   |
| <b>SHIP BY:</b>                    | <b>INVOICE TERMS:</b><br>Net 30 |  | <input type="checkbox"/> by owner<br><input checked="" type="checkbox"/> by S.S.<br><input type="checkbox"/> other |

© 2015 School Specialty, Inc.

- THIS PROPOSAL AFFORDS **SPECIAL ONE-TIME PRICING** FOR THE PRODUCTS AND QUANTITIES LISTED
- TO GUARANTEE PRICE(S) PROPOSED **THIS FORM MUST ACCOMPANY YOUR ORDER**
- IF ANY QUANTITIES ARE CHANGED, PRICES WILL BE SUBJECT TO RENEGOTIATION
- PRICES PROPOSED ARE ONLY VALID UNTIL THE EXPIRATION DATE SHOWN

**Proposed By:** Tim Summers

**Title:** Project Specialist



**QUOTATION: FORT WORTH  
 ISD\_TX\_WORLD LANGUAGE  
 LABS\_PBD2018010909**

DATE: 4/27/2018

|   |  |
|---|--|
| <b>QUOTATION SUBMITTED TO:</b>  | <b>SHIP TO:</b>  |
| FORT WORTH INDEPENDENT SCHOOL DISTRICT<br>100 N UNIVERSITY DR<br>FORT WORTH, TX 76107-1360<br>UNITED STATES | WORLD LANGUAGES INSTITUTE<br>4921 BENBROOK HIGHWAY<br>FORT WORTH, TX 76166 |

PROJECT SPECIALIST:  
**TIM SUMMERS 618-292-2698**

TSM:  
**TONY BROWNING**

| # | QTY | PRODUCT                   | DESCRIPTION   | UNIT PRICE  | EXTENDED PRICE |
|---|-----|---------------------------|---|-------------|----------------|
| 1 | 2   | FLEETWOOD LAB<br>AS DRAWN | Fleetwood Group Inc<br><br>FLEETWOOD LAB AS DRAWN - INCLUDES: BASE CABINETS - WALL CABINETS - STORAGE - MOBILE TABLES - TEACHING WALL | \$60,485.79 | \$120,971.58   |

PRICING PER TEXAS BUY BOARD #503-16

ACCEPTED BY

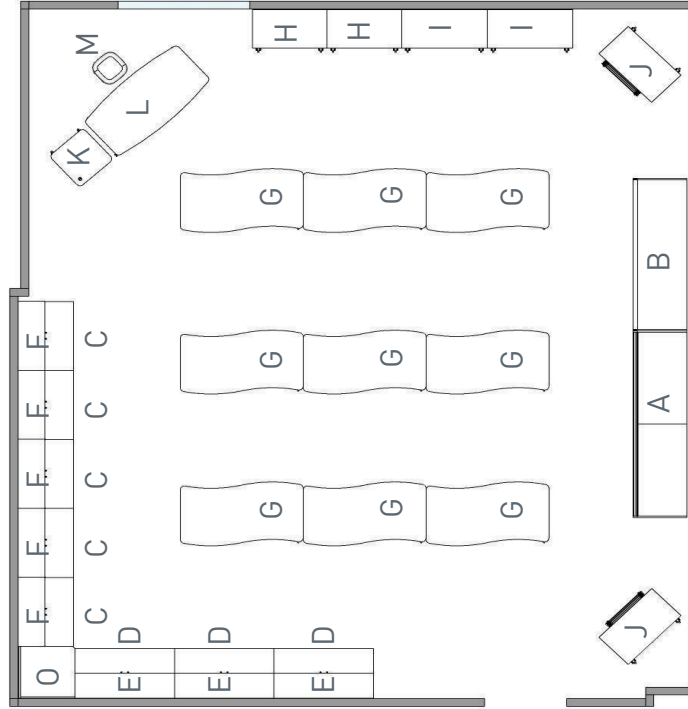
DATE ACCEPTED \_\_\_\_\_

\_\_\_\_\_  
 TOTAL \$120,971.58

# MIDDLE LEVEL LEARNING

## SCIENCE LABS ROOM 111 QUOTE #28321

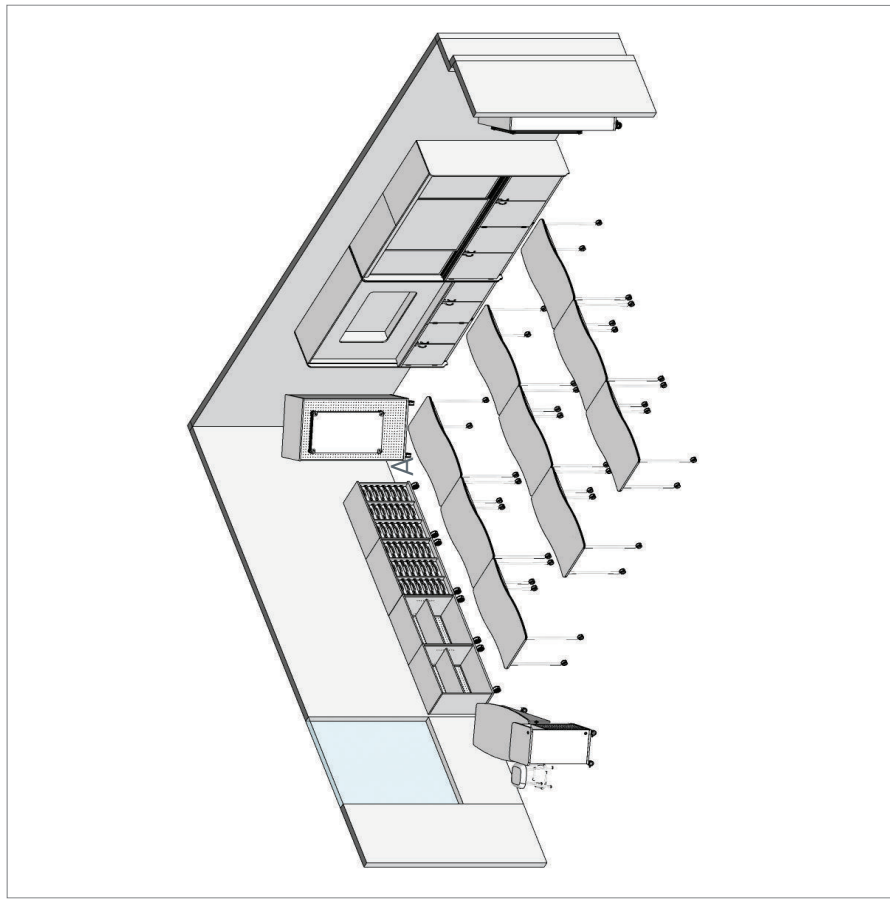
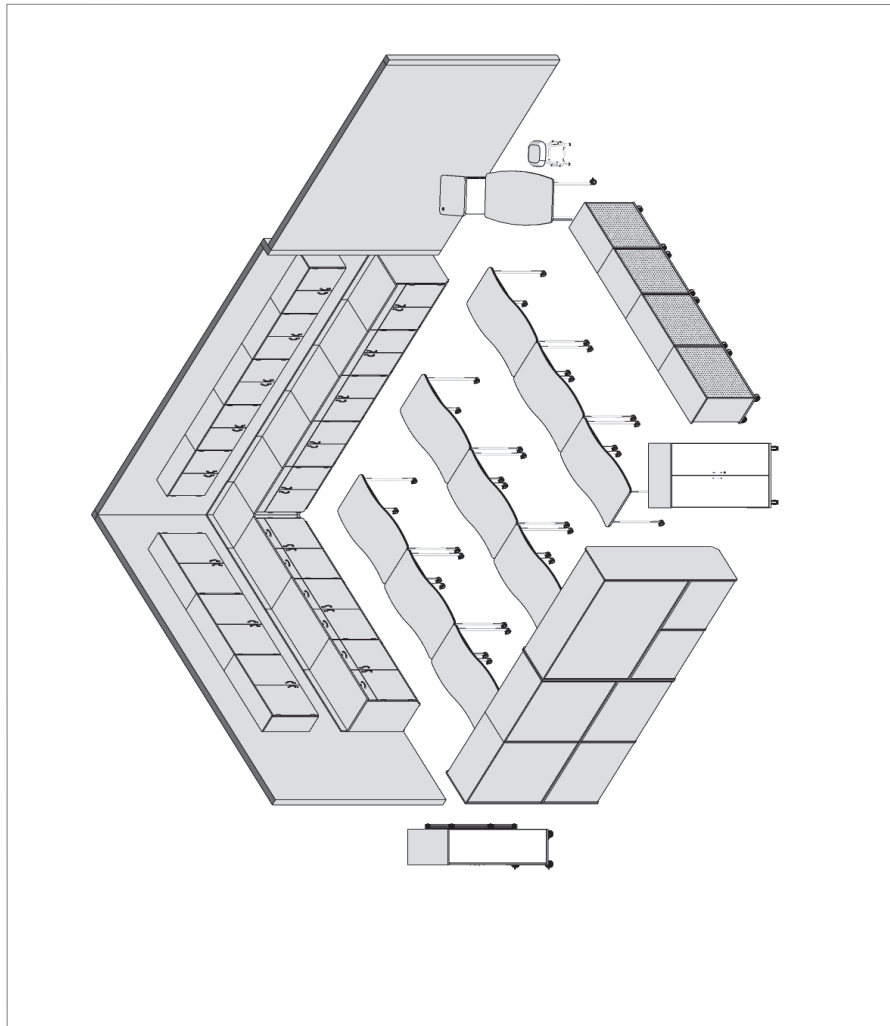
| KEY |                 | QTY     |
|-----|-----------------|---------|
| A   | 60.010887.xx1C1 | QTY (1) |
| B   | 60.010687-79465 | QTY (1) |
| C   | 72182-28007     | QTY (5) |
| D   | 72242-280070    | QTY (3) |
| E   | 76041.803.xx1xx | QTY (3) |
| F   | 7604_-613       | QTY (5) |
| G   | IN.WV6380AFR.?? | QTY (9) |
| H   | P700            | QTY (2) |
| I   | P210            | QTY (2) |
| J   | P750 & MB200    | QTY (2) |
| K   | P150            | QTY (1) |
| L   | IN.PW628_2      | QTY (1) |
| M   | ST18FS          | QTY (1) |
| O   | 7110_C34        | QTY (1) |



SCIENCE LAB ROOM 111

# MIDDLE LEVEL LEARNING

SCIENCE LABS ROOM 111  
QUOTE #28321



ISO VIEWS

Canyon ISD / 04.24.2018

Fleetwood®

2



**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE PURCHASE FOR GENERAL CONTRACTING SERVICES FOR THE WORLD LANGUAGE INSTITUTE RELOCATION TO 4921 BENBROOK HWY**

**BACKGROUND:**

In preparation for the World Language Institute (WLI) relocation to 4921 Benbrook Hwy, contracted services will be used to ready the facility for the new campus, students and faculty. Various vendors will be contracted to perform the maintenance work, procure the furniture needs for the campus, procure the technology equipment and relocate technology items.

The renovation items have been identified in collaboration with Leadership and maintenance staff. The work is detailed in the attached proposal.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Purchase for General Contracting Services for The World Language Institute Relocation to 4921 Benbrook Hwy
2. Decline to Approve Purchase for General Contracting Services for The World Language Institute Relocation to 4921 Benbrook Hwy
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase for General Contracting Services for The World Language Institute Relocation to 4921 Benbrook Hwy

**FUNDING SOURCE**

*Additional Details*

2017 CIP

671-81-6629-B39-084-99-000-000000

**COST:**

\$388,835.21

**VENDOR:**

308 Construction

**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**

World Language Institute # 084

**RATIONALE:**

Approving these services allows the renovation to start this summer at the new WLI location.

**INFORMATION SOURCE:**

Art Cavazos  
Gilbert Griffin

940-387-4002 | P.O. Box 1927, Denton, TX 76202

**Date:** 05/14/18

TIPS# 170201

**Contact:** Troy Brainard  
tbrainard@308gc.com  
940-222-9250**To:** Brian Mathis  
Fort Worth ISD  
District Operations**Project:** 4921 Benbrook Hwy Summer 2018 Renovations

308 Construction, LLC is pleased to submit the following proposal for the above referenced project.

**Scope of Work:**

Standard work hours, M-F 7:30am-4:30pm

**Mobilization:**

- 30 yd dumpster onsite
- Temporary restrooms onsite
- Barricades for exterior work as needed

**Science lab conversions: (2 classrooms 110 & 111)**

- Remove millwork (keep tall cabinets to be installed in 103)
- Provide new chase for new sink connections
- Provide new sink
- Provide new plumbing connection
- Provide new water connection
- Provide new gas line from the roof
- Prepare for workstations: 5 sinks/5 gas connections (owner supplied modular desk units – to be delivered and assembled by others)
- Remove carpet
- Install VCT
- Install new rubber base
- Exhaust fans - Relocate 1 unit from 2<sup>nd</sup> floor classroom and install 1 new matching unit

**Gymnasium:**

- All new wall paint
- Install new projector screen & projector/associated electrical (owner supplied equipment)

Page 1/4

### **Boys & Girls Locker Rooms:**

- Remove CMU walls that separates the office now and take back to adjacent walls
- Install new ceiling to match existing ceiling one side of the room
- Install new carpet tile flooring
- All new paint
- Relocate (120) lockers from Magnolia St. to 377 Campus

### **Room 100:**

- Install new projector power provisions

### **Room 101:**

- Remove chalkboard & sound panels on wall

### **Room 102:**

- Remove millwork on stage
- Repair flooring

### **Room 103 (Old art room):**

- Demo corner millwork
- Clean millwork that stays
- Install tall millwork from 110/111
- Install new projector power provisions

### **A136 Girls Restroom:**

- Build new storage closet (4' x 5' with 30/68 door)
- Include new lockable door hardware

### **Convert to Art Room 106:**

- Remove chalkboard
- Remove millwork
- Provide new deep sink/associated millwork
- Overlay existing chalkboard on west wall with dry erase material
- Install new projector power provisions
- Remove existing acoustical panels and dispose

### **Room 150:**

- New chemical storage inside existing computer lab (28' x 8' with 30 door)
- Install new vent system for chemical storage
- Include lockable door hardware

### **Room 204:**

- Remove paint from window
- Apply tint to window

### **Remove broadloom carpet & replace with VCT tile and new rubber base:**

106, 111, 115, 117, 120, 150, 211, 214, 216, 217, 218

**Remove broadloom carpet & replace with carpet tile and new rubbers base:**

A230 (teacher's lounge), 101, 102, 117 and library

**New 4' x 12' dry erase board @ 7'4" AFF**

100, 101, 106, 205, 207, 211, 214

**All Restrooms:**

- Clean throughout

**All Classrooms:**

- New paint throughout
- Install flag holders outside of each classroom
- Install new cork board material where needed?

**Corridors:**

- New paint throughout (1<sup>st</sup> & 2<sup>nd</sup> floor)
  - ALTERNATE: Paint doors frames throughout
- Replace Tack boards as needed
- 1<sup>st</sup> floor only – clean grout in corridor wainscot
- Paint hand rails throughout

**Replace ceiling tiles throughout as needed**

**Replace mini blinds throughout campus (owner supplied)**

**PM all plumbing throughout campus**

- Visually inspect for leaks at all plumbing devices
- Operate flushing systems and verify proper operation
- Open up sanitary lines clean outs and visually inspect proper water flow
- Replacement component will be charged on a per unit bases

**PM HVAC systems throughout**

- Visually inspect all units for wear, failures, environmental damage etc.
- Clean coils of units and install new filters
- Test for proper level of Freon in units
- Additional Freon or components will be charged on a per unit bases

**Test all classroom outlets, fix as needed**

**Verify existing Receptacles near all sinks are GFCI – Replace if needed**

(no new circuitry or GFCI receptacle are expected to be installed)

**Exterior Work:**

- **Resurface existing Southeast remote asphalt parking lot & re-stripe**  
**Includes grinding existing surface and mixing concrete base materials and compaction**  
**Install of 2" of new asphalt toping with emulsion**

- **Repaint existing exterior doors in bad shape**
- **Front of school:**
  - Make drainage adjustments
  - Install new concrete pads and three new bike racks
  - Install letters on front of school signage (owner supplied)
- **Back of school:**
  - Replace wooden slats on dumpster doors & stain all doors
  - Replace back boards of basketball goals (2)
  - Paint games lines on concrete for basketball
- **Paint new fire lane throughout campus**
- **Paint new parking lot striping in front parking lot**

Onsite management

**Exclusions:**

- Overtime/ afterhours shift
- Permitting & associated fees
- Abatement of hazardous material
- Fire & life safety adjustments
- Access control cores
- Telecom/Datacom wiring
- Mobile mini scope
- New display cases
- Marquee sign install and or provisions

This proposal is valid for 30 days. Proposal excludes sales tax. Please read the information below for acceptance of this proposal. Let me know if you have any questions regarding the information submitted on this proposal by contacting me at our office number (940) 387-4002. Thank you for allowing 308 Construction, LLC the opportunity to help with your building needs.

Regards,  
*Troy Brainard*

\*Please send purchase orders & payment advice notifications to main@308gc.com

**Summary Sheet**

**Fort Worth ISD**

**4921 Benbrook Hwy Renovations**

Means Based Pricing (Modified by ZIP CODE Cost Index) \$ 305,919.72

Sub Total \$ 305,919.72

Tips Cooperative Contract Number 170201

Bid Coefficient (Means Based Pricing Only) 1.200% \$ 61,183.94

Subtotal \$ 367,103.66

One Time Discount \$ (20,000.00)

SUBTOTAL \$ 347,103.66

Owner's Contingency \$35,000.00

Sub Total \$ 382,103.66

Bond \$ 6,731.55

Total \$ 388,835.21

**CONSENT AGENDA ITEM  
BOARD MEETING  
MAY 22, 2018**

**TOPIC: APPROVE PURCHASE OF PUBLIC ADDRESS (PA) SYSTEM AND CABLING FOR DAGGETT MIDDLE SCHOOL**

**BACKGROUND:**

Daggett Middle School has an aging Public Address (PA) System that has been experiencing on-going operational failures that are beyond repair. The inconsistencies of the system impact the staff's ability to communicate throughout the building. The system provides centralized alerts in the event of an emergency as well as manages the bell system. The replacement PA system will ensure stable campus communication throughout the building and provide a reliable system in the event of an emergency.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Purchase of Public Address (PA) System and Cabling for Daggett Middle School
2. Decline to Approve Purchase of Public Address (PA) System and Cabling for Daggett Middle School
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Purchase of Public Address (PA) System and Cabling for Daggett Middle School

**FUNDING SOURCE**

*Additional Details*

General Fund

199-53-6396-814-999-99-423  
199-53-6299-814-999-99-423  
199-53-6639-814-999-99-423

**COST:**

\$121,504.00



**VENDOR:**

Master Audio Visuals

**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 482-15. 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**

Daggett Middle School

**RATIONALE:**

Replacing the aging PA system and provides ensures the safety of the students and provides a reliable communication system throughout the building.

**INFORMATION SOURCE:**

Art Cavazos  
Kyle Davie  
Mcdeny Mojica



**master | AUDIO VISUALS :**

design, installation, integration  
 2135 GILMER ROAD  
 LONGVIEW, TX 75604  
 (903) 757-4277  
 FAX (903) 757-4279

**Quote**

|        |         |
|--------|---------|
| Date   | Quote # |
| 3/2/18 | Q29425  |

|  |
|--|
| <b>Name / Address</b>  |
| FORT WORTH ISD<br>PURCHASING DEPT<br>100 N UNIVERSITY SUITE NW 140-F<br>FT WORTH TX 76107-1360 |

|                |
|----------------|
| <b>Ship To</b> |
| Daggett MS     |

|          |         |      |        |
|----------|---------|------|--------|
| P.O. No. | Contact | Rep  | Terms  |
|          |         | LW-J | Net 30 |

| Item           | Description  | Qty   | Unit Price   | Total     |
|----------------|--|-------|--------------|-----------|
|                | Intercom System Upgrade and Replacement with Smart Receiver                              |       |              |           |
|                | Demolition   |       |              |           |
| INSTALL LAB... | Removal of old intercom head end, speakers and wire                                      | 1     | 4,500.00     | 4,500.00  |
|                | Classroom and Portable Classroom Equipment   |       |              |           |
| C502           | EZROOM PLENUMCORE WITH SMART RECEIVER  | 33    | 1,259.00     | 41,547.00 |
| POE-X          | POE EXTRACTOR FOR ICR-01 SMART RECEIVER BASED EZROOM - PRE-INSTALLED                     | 33    | 81.00        | 2,673.00  |
| CB-85          | CB85 CEILING MIC   | 33    | 110.00       | 3,630.00  |
| 15260          | 35' CAT5 350 MHz PATCH CABLE PLENUM BLACK  | 33    | 17.00        | 561.00    |
| 40517          | 35' PLENUM 3.5mm AUDIO CABLE to connect Promethean Board audio system to FrontRow system | 33    | 18.00        | 594.00    |
| SYSTEM 5/8     | 12 X 24 8ohm DROP IN SPEAKER   | 66    | 40.00        | 2,640.00  |
| FWH12614/FC... | 1" WALL TRACK AND COVER WHITE  | 66    | 10.00        | 660.00    |
| 2344WH         | 1 GANG 2 3/4 DEEP DEV BOX (EXTRA DEEP) WHITE   | 33    | 13.00        | 429.00    |
| V-2972PK       | PUSH BUTTON CALL SWITCH (MUST BE ORDERED IN QTY OF 6)                                    | 33    | 13.00        | 429.00    |
| 991360-S       | 16/2 PLENUM SPEAKER WIRE   | 2,000 | 0.30         | 600.00    |
| 994320-11S     | 22/2 PLENUM W/ BLACK JACKET  | 2,000 | 0.15         | 300.00    |
| MISC           | misc hardware, hangers and connectors  | 33    | 20.00        | 660.00    |
| INSTALL LAB... | LABOR ON INSTALL JOBS  | 33    | 350.00       | 11,550.00 |
| PROGRAMMI...   | PROGRAMMING  | 33    | 60.00        | 1,980.00  |
|                | Common area/outside speakers   |       |              |           |
|                |  |       | <b>Total</b> |           |



**master | AUDIO VISUALS :**

design, installation, integration  
 2135 GILMER ROAD  
 LONGVIEW, TX 75604  
 (903) 757-4277  
 FAX (903) 757-4279

**Quote**

|        |         |
|--------|---------|
| Date   | Quote # |
| 3/2/18 | Q29425  |

|  |
|--|
| <b>Name / Address</b>  |
| FORT WORTH ISD<br>PURCHASING DEPT<br>100 N UNIVERSITY SUITE NW 140-F<br>FT WORTH TX 76107-1360 |

|                |
|----------------|
| <b>Ship To</b> |
| Daggett MS     |

|                 |                |            |              |
|-----------------|----------------|------------|--------------|
| <b>P.O. No.</b> | <b>Contact</b> | <b>Rep</b> | <b>Terms</b> |
|                 |                | LW-J       | Net 30       |

| Item                      | Description  | Qty   | Unit Price   | Total    |
|---------------------------|--|-------|--------------|----------|
| H16/SVP                   | PAGING HORN, FLUSH, 16w 25/70v, QUAM, outside.gym speaker horn   | 15    | 78.00        | 1,170.00 |
| SE2WVP                    | WALL MOUNT SLANTED VANDAL RESISTANT ENCLOSURE  | 15    | 32.00        | 480.00   |
| SYSTEM 21                 | BLIND MOUNT, SPEAKER SYSTEM, WHITE   | 6     | 41.00        | 246.00   |
| SYSTEM 5                  | 12 X 24 70V DROP IN TILE SPEAKER QUAM  | 50    | 45.00        | 2,250.00 |
| 991360-S                  | 16/2 PLENUM SPEAKER WIRE   | 8,000 | 0.30         | 2,400.00 |
| MISC                      | misc hardware, hangers and connectors  | 1     | 500.00       | 500.00   |
| INSTALL LAB...            | LABOR ON INSTALL JOBS  | 1     | 8,330.00     | 8,330.00 |
| <b>Head End Equipment</b> |  |       |              |          |
| MISC                      | DWR-16-22PD  | 1     | 699.00       | 699.00   |
| MISC                      | DWR-RR16 RACKRAIL, 10-32, 16 RU, DWR/EWR SERIES  | 1     | 37.00        | 37.00    |
| EB1                       | MIDDLE ATLANTIC  | 6     | 8.00         | 48.00    |
| U1                        | RACK SHELF   | 3     | 37.00        | 111.00   |
| DRS5000                   | ENCORE SERVER  | 1     | 6,500.00     | 6,500.00 |
| FR-ADMIN                  | FRONTROW ADMIN STATION   | 1     | 3,250.00     | 3,250.00 |
| CM-800                    | AUDIO DECODER/CONTROLLER KIT   | 8     | 177.00       | 1,416.00 |
| CMP 500                   | TELEPHONE INTERFACE  | 1     | 812.00       | 812.00   |
| SPA112                    | IP PHONE ATA   | 1     | 58.00        | 58.00    |
| NE8250.70PE               | ASHLEY 8X250W 70V AMPLIFIER  | 1     | 2,400.00     | 2,400.00 |
| POE576U-16A...            | 16 PORT 33.6W PER PORT W/SNMP  | 2     | 1,049.00     | 2,098.00 |
| POE576U-8AT...            | 8 PORT 33.6W PER PORT W/SNMP   | 2     | 886.00       | 1,772.00 |
| TRISMART15...             | SMARTPRO® SERIES SMART LCD 1500VA 2U RACK/TOWER LINE-INTERACTIVE 120V UPS with LCD DISPLAY, USB & SERIAL PORTS | 2     | 298.00       | 596.00   |
| MISC                      | misc hardware, hangers and connectors  | 1     | 50.00        | 50.00    |
| INSTALL LAB...            | LABOR ON INSTALL JOBS  | 1     | 1,150.00     | 1,150.00 |
| PROGRAMMI...              | PROGRAMMING  | 1     | 2,650.00     | 2,650.00 |
|                           |  |       | <b>Total</b> |          |



**master | AUDIO VISUALS :**

design, installation, integration  
 2135 GILMER ROAD  
 LONGVIEW, TX 75604  
 (903) 757-4277  
 FAX (903) 757-4279

**Quote**

|        |         |
|--------|---------|
| Date   | Quote # |
| 3/2/18 | Q29425  |

|  |
|--|
| <b>Name / Address</b>  |
| FORT WORTH ISD<br>PURCHASING DEPT<br>100 N UNIVERSITY SUITE NW 140-F<br>FT WORTH TX 76107-1360 |

|                |
|----------------|
| <b>Ship To</b> |
| Daggett MS     |

|          |         |      |        |
|----------|---------|------|--------|
| P.O. No. | Contact | Rep  | Terms  |
|          |         | LW-J | Net 30 |

| Item    | Description   | Qty | Unit Price   | Total               |
|---------|---|-----|--------------|---------------------|
| MISC    | Classroom Data Drops and Patch Panels for IP Intercom   | 1   | 8,859.00     | 8,859.00            |
| FREIGHT | FREIGHT<br><br>Alternate for Sapling wireless analog clocks<br>Add \$8,495.00<br><br>1 Master Clock -NTP time standard<br>5 doubled sided 16" analog clocks (corridors)<br>3 single sided 16" clock (Gym/Cafe/Library)<br>1 16" clock guard (gym)<br>1 single sided 12" analog (Office)<br>D cell Batteries (2 per Clock) | 1   | 869.00       | 869.00              |
|         |   |     | <b>Total</b> | <b>\$121,504.00</b> |



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None Selected
- Price Range**  
Show all prices
- Category**  
None Selected
- Contract**  
Audio Visual Equipment and Supplies[X]

[Additional Resources](#)

**Vendor Name:** Master Audio Visuals Inc.  
**Address:** 2135 Gilmer Road  
 Longview, TX 75604  
**Phone Number:** (800) 256-2754  
**Email:** sales@masterav.com  
**Website:** <http://www.masterav.com>  
**Federal ID:** 75-2188932  
**Contact:** Kevin Leonard  
**Accepts RFQs:** Yes  
**Minority Owned:** No  
**Women Owned:** No  
**Service-Disabled Veteran Owned:** No  
**EDGAR Forms Received:** Yes  
**No Israel Boycott Certificate:** No  
**No Excluded Foreign Terrorist Orgs:** No  
**Contract Name:** Audio Visual Equipment and Supplies  
**Contract#:** 482-15  
**Effective Date:** 05/01/2015  
**Expiration Date:** 05/31/2018  
**Payment Terms:** Net 30 days  
**Delivery Days:** 10  
**Shipping Terms:** Pre-paid and added to Invoice  
**Freight Terms:** FOB Destination  
**Ship Via:** Common Carrier  
**Region Served:** Texas Regions 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15  
**States Served:** Arkansas, Louisiana, Oklahoma, Texas  
**Additional Info:** EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Append x II) EDGAR (Vendor EDGAR Documents) link at the bottom of the page.  
**Quote Reference Number:** 482-15  
**Return Policy:** 15% restocking fee  
**Additional Dealers:** Master Audio Visual, McKinney TX

**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](#)
- EDGAR:** [Click to view Vendor EDGAR Documents](#)

Contact us 800.695.2919

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE THE PURCHASE OF CLASSROOM PROJECTION AND PUBLIC ANNOUNCEMENT SYSTEM FOR I.M. TERRELL ACADEMY FOR STEM & VPA AS IDENTIFIED IN THE 2013 CAPITAL IMPROVEMENT PROGRAM (CIP)**

**BACKGROUND:**

On November 5, 2013, the citizens of Fort Worth approved the 2013 Capital Improvement Program (CIP). As part of this program, new facilities and facilities receiving additions receive the technology required to meet District classroom technology standards.

This item includes components such interactive classroom projection system and public announcement (PA) system and services which ensure the classrooms will be ready for instruction at the facility.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Purchase of Classroom Projection and Public Announcement System for I.M. Terrell Academy for STEM & VPA As Identified in the 2013 Capital Improvement Program (CIP)
2. Decline to Approve the Purchase of Classroom Projection and Public Announcement System for I.M. Terrell Academy for STEM & VPA As Identified in the 2013 Capital Improvement Program (CIP)
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Purchase of Classroom Projection and Public Announcement System for I.M. Terrell Academy for STEM & VPA As Identified in the 2013 Capital Improvement Program (CIP)



**INFORMATION SOURCE:**

Art Cavazos  
Kyle Davie  
McDeny Mojica  
Aaron Stone





# master | AUDIO VISUALS

design, installation, integration

2135 GILMER ROAD  
LONGVIEW, TX 75604  
(903) 757-4277  
FAX (903) 757-4279

## Quote

|         |         |
|---------|---------|
| Date    | Quote # |
| 4/18/18 | Q29730  |

|  |
|--|
| <b>Name / Address</b>  |
| FORT WORTH ISD<br>PURCHASING DEPT<br>100 N UNIVERSITY SUITE NW 140-F<br>FT WORTH TX 76107-1360 |

|                |
|----------------|
| <b>Ship To</b> |
| VPA-STEM       |

|                 |                |            |              |
|-----------------|----------------|------------|--------------|
| <b>P.O. No.</b> | <b>Contact</b> | <b>Rep</b> | <b>Terms</b> |
|                 |                | LW-J       | Net 30       |

| Item          | Description  | Qty | Unit Price   | Total     |
|---------------|--|-----|--------------|-----------|
| MISC          | EZ-L2CS-4 ezRoom for Classroom Sound with Lay-in Speakers            | 47  | 1,494.00     | 70,218.00 |
| MISC          | 6400-00033 4X4 HDMI Matrix with Audio De-embedding                   | 47  | 768.00       | 36,096.00 |
| MISC          | 300-6332-125 Audio Cable   | 47  | 5.00         | 235.00    |
| MISC          | 300-2176-154 Cat5e UTP Cable   | 47  | 25.00        | 1,175.00  |
| CB-85         | CB85 CEILING MIC   | 47  | 116.00       | 5,452.00  |
| UPS-2200R     | MIDDLE ATLANTIC 2200 VA UPS  | 1   | 1,118.00     | 1,118.00  |
| UPS-EPBR      | MIDDLE ATLANTIC EXPANSION BATTERY                                    | 1   | 609.00       | 609.00    |
| NE1F4428      | RAXXESS 44 SPACE RACK  | 1   | 634.00       | 634.00    |
| FL            | RAXXESS FLOOR LEVELERS   | 1   | 32.00        | 32.00     |
| NE1D44S       | RAXXESS 44 SPACE SOLID DOOR  | 1   | 165.00       | 165.00    |
| U1            | RACK SHELF   | 2   | 37.00        | 74.00     |
| PD-915R       | POWER STRIP  | 1   | 92.00        | 92.00     |
| FR-ADMIN      | FRONTROW ADMIN STATION   | 1   | 3,499.00     | 3,499.00  |
| MISC          | Conductor Software for additional PCs                                | 2   | 100.00       | 200.00    |
| DRS-5000      | LINUX-BASED SERVER   | 1   | 6,829.00     | 6,829.00  |
| CMP500        | TELEPHONE INTERFACE  | 1   | 853.00       | 853.00    |
| SPA112        | IP PHONE ATA   | 1   | 58.00        | 58.00     |
| MISC          | ENC-CB Encore  | 47  | 85.00        | 3,995.00  |
| 202-05-102-00 | IMC-01 UNIVERSAL DROP-IN MICROPHONE AND TRANSMITTER                  | 47  | 56.00        | 2,632.00  |
| POE-X         | POE EXTRACTOR FOR ICR-01 SMART RECEIVER BASED EZROOM - PRE-INSTALLED | 47  | 85.00        | 3,995.00  |
| MISC          | CMPL-PWR Power Strip for PlenumCore                                  | 47  | 42.00        | 1,974.00  |
| 310-2546-114  | TB14 POWER AND I/O BLOCK   | 39  | 25.00        | 975.00    |
| CB-6000       | NETWORKED TOUCHSCREEN CONTROLLER                                     | 47  | 409.00       | 19,223.00 |
| MISC          | 300-2176-154 Plenum-rated Cat5e UTP cable 15m/50ft                   | 133 | 25.00        | 3,325.00  |
|               |  |     | <b>Total</b> |           |



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 (903) 757-4277  
 FAX (903) 757-4279

## Quote

|         |         |
|---------|---------|
| Date    | Quote # |
| 4/18/18 | Q29730  |

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| <b>Name / Address</b>  |
| FORT WORTH ISD<br>PURCHASING DEPT<br>100 N UNIVERSITY SUITE NW 140-F<br>FT WORTH TX 76107-1360 |

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| <b>Ship To</b> |
| VPA-STEM       |

|                 |                |            |              |
|-----------------|----------------|------------|--------------|
| <b>P.O. No.</b> | <b>Contact</b> | <b>Rep</b> | <b>Terms</b> |
|                 |                | LW-J       | Net 30       |

| Item                       | Description  | Qty    | Unit Price | Total      |
|----------------------------|--|--------|------------|------------|
| 108084-25PX                | DB9 F/BLUNT 25' PLENUM   | 78     | 25.00      | 1,950.00   |
| MISC                       | Custom Wall Plate 2 HDMI, 2 USB and 1 3.5 audio                        | 47     | 94.00      | 4,418.00   |
| 40489                      | 1.5" GROMMET SINGLE GANG WALL PLATE                                    | 172    | 12.00      | 2,064.00   |
| MISC                       | P-HD28-50RM 50' active HDMI cable                                      | 94     | 110.00     | 10,340.00  |
| 41191                      | 25' PRO SERTIES HIGH SPEED PLENUM HDMI®                                | 125    | 114.00     | 14,250.00  |
| 40518                      | 50' PLENUM 3.5MM STEREO M/M CABLE                                      | 47     | 21.00      | 987.00     |
| P12 LIWM                   | 3700 LUMENS, LASER INTERACTIVE PROJECTOR WITH MIMIOSTUDIO & WALL MOUNT | 47     | 1,912.00   | 89,864.00  |
| ST670                      | UNIVERSAL TILT WALL MOUNT FOR 42" TO 71" FLAT PANEL SCREENS            | 78     | 110.00     | 8,580.00   |
| 65LX540S                   | LG 65" LCD LED TV  | 78     | 1,335.00   | 104,130.00 |
| MISC                       | misc hardware and connectors   | 47     | 20.00      | 940.00     |
| INSTALL LAB...             | LABOR ON INSTALL JOBS  | 39     | 1,095.00   | 42,705.00  |
| INSTALL LAB...             | LABOR ON INSTALL JOBS  | 8      | 575.00     | 4,600.00   |
| PROGRAMMI...               | PROGRAMMING AND COMMISSIONING  | 1      | 6,350.00   | 6,350.00   |
| INSTALL LAB...             | LABOR ON INSTALL JOBS(Rack Build)                                      | 1      | 3,250.00   | 3,250.00   |
| Speakers for Common Area C |  |        |            |            |
| SYSTEM 5                   | 12 X 24 70V DROP IN TILE SPEAKER QUAM                                  | 100    | 45.00      | 4,500.00   |
| SYSTEM 21                  | BLIND MOUNT, SPEAKER SYSTEM, WHITE                                     | 45     | 41.00      | 1,845.00   |
| 991360-110BR               | 16/2 UNS STR PLENUM (19-strand) BLACK JACKET                           | 15,000 | 0.25       | 3,750.00   |
| H16/SVP                    | PAGING HORN, FLUSH, 16w 25/70v, QUAM                                   | 14     | 78.00      | 1,092.00   |
| SE2WVP                     | WALL MOUNT SLANTED VANDAL RESISTANT ENCLOSURE                          | 14     | 32.00      | 448.00     |
| NE4250.70PE                | 4 X 250 WATT INTERCOM AMP  | 1      | 1,738.00   | 1,738.00   |
| CM-800                     | AUDIO DECODER/CONTROLLER KIT   | 4      | 244.00     | 976.00     |
| MISC                       | misc hardware and connectors   | 1      | 1,240.00   | 1,240.00   |
| INSTALL LAB...             | LABOR ON INSTALL JOBS  | 1      | 15,820.00  | 15,820.00  |

**Total**



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 (903) 757-4277  
 FAX (903) 757-4279

**Quote**

|         |         |
|---------|---------|
| Date    | Quote # |
| 4/18/18 | Q29730  |

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| <b>Name / Address</b>  |
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| <b>Ship To</b> |
| VPA-STEM       |

|                 |                |            |              |
|-----------------|----------------|------------|--------------|
| <b>P.O. No.</b> | <b>Contact</b> | <b>Rep</b> | <b>Terms</b> |
|                 |                | LW-J       | Net 30       |

| Item                              | Description  | Qty   | Unit Price   | Total    |
|-----------------------------------|--|-------|--------------|----------|
| <b>Speakers for Common Area A</b> |  |       |              |          |
| SYSTEM 5                          | 12 X 24 70V DROP IN TILE SPEAKER QUAM  | 65    | 45.00        | 2,925.00 |
| SYSTEM 21                         | BLIND MOUNT, SPEAKER SYSTEM, WHITE   | 18    | 41.00        | 738.00   |
| 991360-110BR                      | 16/2 UNS STR PLENUM (19-strand) BLACK JACKET   | 9,000 | 0.25         | 2,250.00 |
| H16/SVP                           | PAGING HORN, FLUSH, 16w 25/70v, QUAM   | 8     | 78.00        | 624.00   |
| SE2WVP                            | WALL MOUNT SLANTED VANDAL RESISTANT ENCLOSURE  | 8     | 32.00        | 256.00   |
| NE4250.70PE                       | 4 X 250 WATT INTERCOM AMP  | 1     | 1,738.00     | 1,738.00 |
| CM-800                            | AUDIO DECODER/CONTROLLER KIT   | 4     | 244.00       | 976.00   |
| TRISMART15...                     | SMARTPRO® SERIES SMART LCD 1500VA 2U RACK/TOWER LINE-INTERACTIVE 120V UPS with LCD DISPLAY, USB & SERIAL PORTS | 1     | 298.00       | 298.00   |
| MISC                              | misc hardware and connectors   | 1     | 850.00       | 850.00   |
| INSTALL LAB...                    | LABOR ON INSTALL JOBS  | 1     | 9,800.00     | 9,800.00 |
| <b>Speakers for Common Area B</b> |  |       |              |          |
| SYSTEM 5                          | 12 X 24 70V DROP IN TILE SPEAKER QUAM  | 15    | 45.00        | 675.00   |
| SYSTEM 21                         | BLIND MOUNT, SPEAKER SYSTEM, WHITE   | 4     | 41.00        | 164.00   |
| 991360-110BR                      | 16/2 UNS STR PLENUM (19-strand) BLACK JACKET   | 3,000 | 0.25         | 750.00   |
| H16/SVP                           | PAGING HORN, FLUSH, 16w 25/70v, QUAM   | 3     | 78.00        | 234.00   |
| SE2WVP                            | WALL MOUNT SLANTED VANDAL RESISTANT ENCLOSURE  | 3     | 32.00        | 96.00    |
| NE4250.70PE                       | 4 X 250 WATT INTERCOM AMP  | 1     | 1,738.00     | 1,738.00 |
| CM-800                            | AUDIO DECODER/CONTROLLER KIT   | 4     | 244.00       | 976.00   |
| TRISMART15...                     | SMARTPRO® SERIES SMART LCD 1500VA 2U RACK/TOWER LINE-INTERACTIVE 120V UPS with LCD DISPLAY, USB & SERIAL PORTS | 1     | 298.00       | 298.00   |
|                                   |  |       | <b>Total</b> |          |



**master | AUDIO VISUALS**

design, installation, integration  
 2135 GILMER ROAD  
 LONGVIEW, TX 75604  
 (903) 757-4277  
 FAX (903) 757-4279

**Quote**

|         |         |
|---------|---------|
| Date    | Quote # |
| 4/18/18 | Q29730  |

|  |
|--|
| <b>Name / Address</b>  |
| FORT WORTH ISD<br>PURCHASING DEPT<br>100 N UNIVERSITY SUITE NW 140-F<br>FT WORTH TX 76107-1360 |

|                |
|----------------|
| <b>Ship To</b> |
| VPA-STEM       |

|                 |                |            |              |
|-----------------|----------------|------------|--------------|
| <b>P.O. No.</b> | <b>Contact</b> | <b>Rep</b> | <b>Terms</b> |
|                 |                | LW-J       | Net 30       |

| Item           | Description   | Qty | Unit Price   | Total               |
|----------------|---|-----|--------------|---------------------|
| MISC           | misc hardware and connectors  | 1   | 350.00       | 350.00              |
| INSTALL LAB... | LABOR ON INSTALL JOBS   | 1   | 4,100.00     | 4,100.00            |
| MISC           | Electrical connection of ceiling box  | 47  | 225.00       | 10,575.00           |
| FREIGHT        | FREIGHT   | 1   | 5,200.00     | 5,200.00            |
|                | BuyBoard<br>Contract #: 482-15<br>Effective Date: 05/01/2015<br>Expiration Date: 05/31/2018 |     |              |                     |
|                | BuyBoard<br>Contract #: 563-18<br>Effective Date: 06/01/2018<br>Expiration Date: 05/31/2019 |     |              |                     |
|                | All cable in this quote is plenum rated for fire code.                                      |     |              |                     |
|                |   |     | <b>Total</b> | <b>\$534,906.00</b> |



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Email: info@buyboard.com

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#### Price Range

Show all prices

#### Category

None Selected

#### Contract

Audio Visual Equipment and Supplies[X]

**Vendor Name:** Master Audio Visuals Inc.

**Address:** 2135 Gilmer Road  
Longview, TX 75604

**Phone Number:** (800) 256-2754

**Email:** sales@masterav.com

**Website:** <http://www.masterav.com>

**Federal ID:** 75-2188932

**Contact:** Kevin Leonard

**Accepts RFQs:** Yes

**Minority Owned:** No

**Women Owned:** No

**Service-Disabled Veteran Owned:** No

**EDGAR Forms Received:** Yes

**No Israel Boycott Certificate:** No

**No Excluded Foreign Terrorist Orgs:** No

**Contract Name:** Audio Visual Equipment and Supplies

**Contract#:** 482-15

**Effective Date:** 05/01/2015

**Expiration Date:** 05/31/2018

**Payment Terms:** Net 30 days

**Delivery Days:** 10

**Shipping Terms:** Pre-paid and added to invoice

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** Texas Regions 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

**States Served:** Arkansas, Louisiana, Oklahoma, Texas

**Additional Info:** EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) EDGAR (Vendor EDGAR Documents) link at the bottom of the page.

**Quote Reference Number:** 482-15

**Return Policy:** 15% restocking fee

**Additional Dealers:** Master Audio Visual, McKinney TX

### Contract Documents

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

**EDGAR:** [Click to view Vendor EDGAR Documents](#)

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### Additional Resources

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVAL OF THE CONSULTING PROPOSAL BETWEEN THE  
COWAN CENTER AND FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**

**BACKGROUND:**

The FWISD commitment to re-establishing the tradition of academic excellence at the STEM/VPA Academy at I.M. Terrell High School in order to produce top-tier students capable of competing academically with students from excellent public and private schools requires significant investment in staff professional development. This professional learning must be transformative for the staff in the Humanities Department at I.M. Terrell. Since 1984, the Dallas Institute's Cowan Center™ has been providing primary and secondary educators with transformative learning experiences of the quality of professional learning enjoyed by their peers in *top-tier* private institutions. This agreement with The Cowan Center is for professional learning, consulting, and curriculum development for the 2018-19 school year and is part of the 2018-19 Academics Division budget.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the consulting proposal between Cowan Center and Fort Worth Independent District
2. Decline to Approve the consulting proposal between Cowan Center and Fort Worth Independent District
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the consulting proposal between Cowan Center and Fort Worth Independent District

**FUNDING SOURCE**

*Additional Details*

General Fund

199-21-6299-001-999-11-119-000000

**COST:**

\$282,000.00

**VENDOR:**

Cowan Center

**PURCHASING MECHANISM**

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas Contract Number BG-204989. 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**

The Academy for STEM / VPA at I.M. Terrell High School  
Monnig Middle School

**RATIONALE:**

An Ivy-League Quality Education for Public School Students.

Every public school child deserves the educational experiences and opportunities like those enjoyed by the most privileged students. The public school system is currently not set up to deliver the same quality of education to public school students as that of the country's best private schools. But in order to get a different result, one must do a thing differently. In this case, public school teachers and leaders must engage in professional learning in a manner similar to their peers in top-tier private schools. Cowan Center™ programs are designed to provide this essential educational experience needed to shift the educational paradigm at I.M. Terrell, and Cowan Center™ consultancy is designed to maximize the capacity of educators who are developed to possess the wisdom and creativity to provide every public school student with the opportunities to develop the ability to read, write, think, and speak across the disciplines at advanced levels through curricula, methods, and conducts designed to equip students not only for success in college and career, but also with the foundations success for their lives.

**INFORMATION SOURCE:**

Charles Carroll



# A Cowan Center™ Consulting Proposal for the Fort Worth ISD

## I. M. Terrell COWAN ACADEMY® in the Humanities candidate—2018-2019

### *The Purpose of a Cowan Academy® in the Humanities:*

To provide every public school student with the opportunity to develop the ability to read, write, think, and speak *across the disciplines* at an advanced level, based on a foundation of knowledge and skills from a humanities curriculum that is inspired and informed by the educational philosophy of “liberal learning for all” from Drs. Louise and Donald Cowan. It is a curriculum and conduct designed in profundity and scope to equip students not only for success in college and career training, but also with the foundations of wisdom for life.

### **Cowan Center™ Consultancy for the Terrell Campus in 2018-2019—Expert Practitioners Uniquely Equipped:**

- To facilitate monthly meetings in Fort Worth of the FWISD Cowan Academy® Professional Learning Community Cohort in which I.M. Terrell faculty and administrators participate
- To provide Anchor programs designed to cultivate the intellectual community of the faculty and administrators engaged in Cowan Academy® in the Humanities programs through workshops, instruction, coaching, and content immersion
- To create and help faculty refine a TEKS aligned integrated 9th grade History/English curriculum
- To create and help faculty refine TEKS aligned assessments for 9th grade History/English students that reflect the rigor and sophistication of the advanced integrated History/English curricula
- To support the faculty and administration in the design of a Student Portfolio system to be used as a tool for student self-assessment and departmental assessment
- To coach faculty and administration in the creation and implementation of a personalized professional development system that fosters the advanced skills and knowledge needed to teach in and conduct a Cowan Academy® in the Humanities
- To coach I.M. Terrell faculty in the implementation of the 9th grade History/English curriculum through weekly meetings that anticipate the material of the upcoming week
- To help faculty develop the capacity to refine and maintain their History/English curriculum
- To provide individual coaching for 9th grade History/English faculty according to their needs
- To guide humanities faculty and the administration as they develop the culture of I.M. Terrell in the modes and conduct of liberal learning for all
- To support and coach the administration in the development of their vision and administration of an institution of liberal learning

### **COWAN CENTER™ ANCHOR PROGRAMS:**

- August Orientation: two days of Cowan Academy® in the Humanities faculty and administrator workshops at the Dallas Institute focused on the philosophy, modes, and conduct of an integrated History/English department within a robust humanities department
- Quarterly One-Day Intellectual Retreats: workshops at the Dallas Institute designed to provide professional support according to the needs of the humanities faculty and administration engaged in Cowan Academy® programs while cultivating the community of faculty and administration
- End-of-Year Curriculum Workshop: multi-day, on-site workshops designed to teach Terrell humanities faculty and administration how to assess and refine the curriculum of that year

### **COWAN CENTER™ CONSULTANT 2018-2019 POINTS OF CONTACT FOR TERRELL**

#### **COWAN ACADEMY® IN THE HUMANITIES CANDIDATE FACULTY AND ADMINISTRATION**

- In Anchor Programs: Orientation, Quarterly Intellectual Retreats, End-of-Year Curriculum Workshop
- In the FWISD Cowan Academy® Professional Learning Community monthly
- On campus a *minimum* of 5 hours per week, 32 weeks of the school year
- Available for consultation with faculty or administration by phone or email (response within 24 hours)

**TERRELL COWAN ACADEMY® CONSULTING FEE FOR 2018-2019** \$152,000.00

*Fees for 2018-2019 curriculum development will be invoiced separately.*

Provided by the  
DALLAS INSTITUTE'S



Louise AND Donald Cowan  
Center FOR Education™  
IN SAPIENTIA LIBERTAS

# A Cowan Center™ Consulting Proposal for the Fort Worth ISD Monnig Middle School COWAN ACADEMY® in the Humanities candidate—2018-2019

## *The Purpose of a Cowan Academy® in the Humanities:*

To provide every public school student with the opportunity to develop the ability to read, write, think, and speak *across the disciplines* at an advanced level, based on a foundation of knowledge and skills from a humanities curriculum that is inspired and informed by the educational philosophy of “liberal learning for all” from Drs. Louise and Donald Cowan. It is a curriculum and its conduct designed in profundity and scope to equip students not only for success in college and career training, but also with the foundations of wisdom for life.

## **Cowan Center™ Consultancy for the Monnig Campus in 2018-2019—Expert Practitioners Uniquely Equipped:**

- To facilitate monthly meetings in Fort Worth of the FWISD Cowan Academy® Professional Learning Community Cohort in which Monnig faculty and administrators participate
- To provide Anchor programs designed to cultivate the intellectual community of the faculty and administrators engaged in Cowan Academy® in the Humanities programs through workshops, instruction, coaching, and content immersion
- To create and help faculty refine a TEKS aligned integrated 8th grade History/English curriculum
- To create and help faculty refine TEKS aligned assessments for 8th grade History/English students that reflect the rigor and sophistication of the advanced integrated History/English curricula
- To support the faculty and administration in the design of the Student Portfolio system to be used as a tool for student self-assessment and departmental assessment
- To coach faculty and administration in the creation and implementation of a personalized professional development system that fosters the advanced skills and knowledge needed to teach in and conduct a Cowan Academy® in the Humanities
- To coach Monnig faculty in the implementation of the 8th grade History/English curriculum through weekly meetings that anticipate the material of the upcoming week
- To provide individual coaching for 8th grade History/English faculty according to their needs
- To support and coach the administration in the development of their vision and administration of an institution of liberal learning

## **COWAN CENTER™ ANCHOR PROGRAMS:**

- August Orientation: two days of Cowan Academy® in the Humanities faculty and administrator workshops at the Dallas Institute focused on the philosophy, modes, and conduct of an integrated History/English department within a robust humanities department
- Quarterly One-Day Intellectual Retreats: workshops at the Dallas Institute designed to provide professional support according to the needs of the humanities faculty and administration engaged in Cowan Academy® programs while cultivating the community of faculty and administration
- End-of-Year Curriculum Workshop: multi-day, on-site workshops designed to teach Monnig humanities faculty and administration how to assess and refine the curriculum of that year

## **COWAN CENTER™ CONSULTANT 2018-2019 POINTS OF CONTACT FOR MONNIG**

### **COWAN ACADEMY® IN THE HUMANITIES CANDIDATE FACULTY AND ADMINISTRATION**

- In Anchor Programs: Orientation, Quarterly Intellectual Retreats, End-of-Year Curriculum Workshop
- In the FWISD Cowan Academy® Professional Learning Community monthly
- On campus a *minimum* of 5 hours per week, 32 weeks of the school year
- Available for consultation with faculty or administration by phone or email (response within 24 hours)

**MONNIG MS COWAN ACADEMY® CONSULTING FEE FOR 2018-2019**      \$130,000.00

*Fees for 2018-2019 curriculum development will be invoiced separately.*



**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVAL OF LOW ATTENDANCE WAIVER FOR JANUARY 16, 2018**

**BACKGROUND:**

On January 16, 2018 due to weather concerns for our students and staff, the decision was made to start school with a two hour delay. The overall District percentage was 30% lower than the 2016-17 school year, with 25,995 recorded absences. Therefore, FWISD will submit a waiver to the Texas Education Agency (TEA)

The applicable policy relating to this waiver is from the TEA Student Attendance Accounting Handbook, Section 3.8.2.3 Low-Attendance Day Waivers. It states that for a day when school was held but attendance was at least 10 percentage points below the overall **average** attendance rate for your district (or the applicable campus) for the prior year because of inclement weather-related or health or safety issues, your district may apply for a waiver to have the day excluded from ADA and FSP funding calculations.

**STRATEGIC GOAL:**

Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Low Attendance Waiver for January 16, 2018
2. Decline to Approve Low Attendance Waiver for January 16, 2018
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Low Attendance Waiver for January 16, 2018

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

The wavier presented represents no cost to the District

**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

**RATIONALE:**

Applying for and being granted a waiver for poor attendance for a specific day due to weather, allows that day to be excluded from ADA and FSP funding calculations.

**INFORMATION SOURCE:**

Art Cavazos  
Kyle Davie  
Rhonda Fields  
Melissa Johnson

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE THE 2018 ADVANCED PLACEMENT EXAM FEES**

**BACKGROUND:**

The Advanced Placement (AP) program is a College Board program offered at all traditional high school sites, with AP eligible grade levels. AP is also offered at four middle school sites offering AP World Language (Spanish) programs. Fort Worth ISD offers all 35 of College Board's AP course offerings. All AP teachers are required to submit a professional syllabus to College Board's AP Audit online system to ensure course instruction that adheres to College Board guidelines. Programs of Choice Coordinators are the College Board AP Coordinator of record and facilitate student registration and exam administration on each administering campus.

Qualifying scores of 3, 4 or 5 create eligibility for college credit or advanced college coursework placement. The AP program recognizes high-achieving students through national and international AP scholar awards designated on the AP score report. In addition, scholars are honored annually at the district Superintendent's Scholars Ceremony.

AP exam invoices must be generated in the online College Board remittance system after completion of each campus' window of administration (May 7 - 11, 2018), including alternate exam dates, (May 14 – 18, 2018). At the time of invoice generation, College Board, federal and state subsidies are calculated to produce the amount each institution owes. This may not be done prior to exam administration completion, as it is dependent upon day by day participation and used exams per subject.

The Advanced, Accelerated and Innovative Learning (A.A.I.L.) department initiates and enters each campus purchase order. Following exam administration, AP Coordinators submit final College Board generated invoices (3 copies-program, state, campus). A.A.I.L. pays each campus' invoice in full, and prepares for Purchasing Department approval for each check and invoice to be mailed to the College Board by the June deadline.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the 2018 Advanced Placement Exam Fees
2. Decline to Approve the 2018 Advanced Placement Exam Fees
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve 2018 Advanced Placement Exam Fees

**FUNDING SOURCE**

*Additional Details*

General Fund

199-11-6339-0WS-XXX-31-697-000000

**COST:**

Not to Exceed \$900,000

**VENDOR:**

The College Board

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 199

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-Jarvis 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, O.D. Wyatt High School, Young Women's Leadership Academy, Texas Academy of Biomedical Sciences, Young Men's Leadership Academy, World Languages Institute, Marine Creek Collegiate High School, TCC South - FWISD Collegiate High School, William James Middle School, Meacham Middle School, Rosemont Middle School, Benbrook High School

**RATIONALE:**

In an effort to increase college readiness, competitiveness for college/university admissions and potential college credit eligibility, this item is recommended for Board approval.

**INFORMATION SOURCE:**

David Saenz  
Brenda Carter





**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE THE APPLICATION FOR EXPEDITED AND GENERAL STATE WAIVERS FOR PREGNANCY RELATED SERVICES ON CAMPUS COMPENSATORY EDUCATION HOME INSTRUCTION (CEHI)**

**BACKGROUND:**

Every three years, the District submits an application to the Texas Education Agency (TEA) concerning the requirement to send certified teachers to the homes or hospitals of pregnant students not in regular school attendance due to prenatal complications and delivery. TEA refers to these academic tutoring services as Compensatory Education Home Instruction (CEHI) as discussed in Section XI: Pregnancy Related Services of the Student Attendance Accounting Handbook. The District does have certified teachers who go to the homes and hospitals to provide these academic tutoring services. Approximately 400 pregnant students annually are eligible to receive these tutoring services. These 400 students include the pregnant students who are enrolled in the regular middle and high schools as well as students who have recently delivered and are eligible for CEHI services based on the TEA guidelines. The District is currently in the last year of the waiver which was approved in 2015. This application will allow the District to continue to provide these tutoring services on the school campuses to students who have medical approval to come back to school for tutoring. With an approved waiver, each CEHI teacher can tutor four (4) students at one time on each school campus. TEA requires that each student receive at least four (4) hours of tutoring per week in their coursework in order to earn five (5) days of weekly attendance. If the student does not receive the needed number of hours, then she is counted absent.

This waiver will apply to all schools within district.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Application for Expedited and General State Waivers for Pregnancy Related Services on Campus Compensatory Education Home Instruction (CEHI)
2. Decline to Approve the Application for Expedited and General State Waivers for Pregnancy Related Services on Campus Compensatory Education Home Instruction (CEHI)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Application for Expedited and General State Waivers for Pregnancy Related Services on Campus Compensatory Education Home Instruction (CEHI)

**FUNDING SOURCE**

*Additional Details*

|              |  |
|--------------|--|
| General Fund | 199-11-6117-063-001-24-460-000000 - \$14,850 – Payroll |
| General Fund | 199-11-6118-063-001-24-460-000000 - \$18,288 - Payroll |
| General Fund | 199-32-6411-001-999-24-460-000000 - \$15,000 - Mileage |

**COST:**

There are trained tutors on all of the high school campuses who provide these tutoring services during non-school hours. The tutors in the schools and those who provide tutoring services in the student’s homes and at the hospitals are paid an hourly stipend and mileage reimbursement which totals approximately \$48,138 per year. These tutoring costs of approximately \$48,138 are paid from general funds.

**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**

Adolescent Pregnancy Services

**RATIONALE:**

In order to determine the effectiveness of the tutoring services and the waiver, an evaluation was conducted of the number of recaptured days of attendance for 130 students who were enrolled in the regular middle and high schools and who received the tutoring services during the 2015-2016 school year. These students received the tutoring services because they were placed on prenatal bed rest and they delivered their babies. The results of the evaluation showed that students were able to recapture approximately 80.7 percent of the attendance days missed because of pregnancy complications and delivery. The tutoring services and the waiver are achieving the stated goal of improving these students' attendance and keeping students connected to school during these specific periods.

**INFORMATION SOURCE:**

Michael Steinert  
Leticia M. Guerrero  
Cherie Washington

**TEXAS EDUCATION AGENCY  
APPLICATION FOR EXPEDITED AND GENERAL STATE WAIVERS  
PREGNANCY RELATED SERVICES**

**General Waivers:**

**1. Give a brief narrative description of the requested waiver.**

Section 9-Pregnancy Related Services (PRS) of the TEA Student Attendance Accounting Handbook list the guidelines for the provision of Compensatory Education Home Instruction (CEHI). These guidelines state that a certified teacher is to go to the home and/or hospital bedside of a student when pregnancy prevents the student from attending school during the postpartum period. The student must receive CEHI services in order to get attendance days during this period. **The FWISD does have CEHI teachers who go to the homes and hospital bed sides to provide CEHI, as outlined in the PRS guidelines.**

Because of the approximately 400 FWISD pregnant students who are eligible for CEHI services each year, the district has previously submitted PRS waivers which were approved by TEA. The District is requesting the continuation of this waiver for the next three years. The waiver will allow CEHI to also be provided on the regular high school campuses. Eligible students will be provided CEHI at the campuses rather than or in addition to their homes or at the hospital bedside, unless they medically cannot come to the campuses.

**2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?**

This waiver addresses the district and campus strategic plans. The specific objective impacted by the waiver is the district's Strategic Plan-Goal One which is Student Achievement:

Performance Objective 1.2: Ensure that all Fort Worth ISO employees are prepared to meet the academic and social/emotional/physical health needs of our students.

**3. Cite the Texas Education Code or the Texas Administrative Code that the district or campus wishes to waive.**

The district is requesting a waiver to Section 9-Pregnancy Related Services (PRS) Compensatory Education Home Instruction (CEHI) which includes a description of how CEHI is to be provided. **"CEHI provides academic services to the student at home or hospital bedside when a valid medical necessity for confinement during the pregnancy**

prenatal or postpartum periods, prevents the student from attending classes on a district campus. The district does implement this citation as it is stated. In order to provide CEHI to the approximately 400 eligible pregnant students, the district is requesting the waiver in order to have the ability to also serve these students on the school campuses, with medical approval.

**4. Describe the plan to be implemented, if the waiver is granted.**

The district plans to provide CEHI on the school campuses, as well as, in the homes and hospital bedsides as outlined in the citation. The district does not have the resources to provide CEHI, as it is outlined in the citation, to each of the approximately 400 eligible pregnant students in the district. In order to be able to provide CEHI to these students, the district needs to be approved to bring a ratio of no more than four (4) eligible students to be tutored by one (1) certified CEHI teacher.

Regular High Schools:

Certified classroom teachers are the CEHI teachers in the regular high schools. They provide the CEHI services during non-school hours. The services are provided in private rooms. Cribs and other layette items are made available, as needed and requested, if the students bring their newborns. Since the services are provided during non-school hours, the nurse's office and other rooms at each school are accessible, if needed. The Teen Parent case manager who is assigned to each school assists the students to access needed services from neighborhood clinics and agencies. Transportation assistance to and from the school locations and community agencies is provided through the issuance of bus cards and cab vouchers.

**5. How will granting this waiver help achieve the district's or campus' objective?**

The granting of the waiver will allow the district and the campuses to more effectively meet the needs of the students and to use its resources to meet the objective of improving student attendance. Because of the large number of pregnant students who are served by the district, current resources are not ample to provide CEHI to each student as outlined in the TEA guidelines. Approval of the waiver will allow one certified teacher to provide CEHI to no more than four (4) students on each school campus. The District does provide CEHI as outlined in the TEA guidelines.

**6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.**

The District's Research Department will develop an evaluation study to determine the impact of the waiver toward meeting the district's or campus' goal. The impact of the waiver will be evaluated based on the attendance earned for the girls who received CEHI services during each school year. The report will determine the number of days

recaptured due to CEHI services. Exact records of calendar days and weeks when the students were not in school will be compared to attendance days earned by receiving CEHI services. **The waiver is effective in helping the district and campuses achieve the stated goal.**

The results of the study will be reviewed by central office staff, school and program staff. Modifications will be made based on the study results.

**7. Please specify the school years for which the waiver is requested, to a maximum of three years.**

2018-2019

2019-2020

2020-2021

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE THE FUNDS TRANSFER AGREEMENT BETWEEN CHILD CARE ASSOCIATES AND FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR CHILDCARE SERVICES FOR THE 2018-2019 SCHOOL YEAR**

**BACKGROUND:**

For a number of years, the District has transferred funds to Child Care Associates for the provision of childcare services for identified teen parents who are enrolled in Fort Worth ISD.

Child Care Associates (CCA) administers the Child Care Management Services (CCMS) under contract with the local Workforce Solutions Board. The CCMS manages multiple funding sources which are used to subsidize childcare costs for eligible populations, including teen parents. Childcare providers become vendors with CCMS and are paid a lower agreed rate by CCMS. The District is able to maximize and expand our funding for childcare services by referring teen parents who need care to CCMS.

For the 2017-2018 school year, Fort Worth ISD has sponsored approximately thirty (30) students with childcare assistance for a total cost of \$60,000. Fort Worth Independent School District seeks to renew this contract for the 2018-2019 school year.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve The Funds Transfer Agreement Between Child Care Associates And Fort Worth Independent School District For Childcare Services For The 2018-2019 School Year
2. Decline to Approve The Funds Transfer Agreement Between Child Care Associates And Fort Worth Independent School District For Childcare Services For The 2018-2019 School Year
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve The Funds Transfer Agreement Between Child Care Associates And Fort Worth Independent School District For Childcare Services For The 2018-2019 School Year

**FUNDING SOURCE**

***Additional Details***

General Fund

199-32-6299-001-999-24-460-000000

**COST:**

\$60,000

**VENDOR:**

Child Care Associates

**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**

The participating department is Adolescent Pregnancy Services which provides district-wide services to pregnant and parenting students who are enrolled in their home schools and in Project Reach.



**RATIONALE:**

Child Care Associates administers the Child Care Management Services (CCMS) which has multiple funding sources to subsidize childcare costs for various populations including teen parents. The District funds are being used to pay childcare costs for teen parents who are not eligible for subsidized childcare assistance. The District is paying these childcare costs so that these teen parents can continue their education to graduation.

The lack of available, accessible, quality childcare services is the major reason why parenting students drop out of the educational setting. By referring teen parents to Child Care Associates, the District is providing childcare services so these students can remain in school to graduation. Their children also receive infant stimulation while their readiness for school is greatly enhanced.

**INFORMATION SOURCE:**

Cherie Washington  
Michael Steinert  
Leticia M. Guerrero



**FUNDS TRANSFER AGREEMENT  
BETWEEN  
CHILD CARE ASSOCIATES  
AND  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

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Child Care Associates is the local agency in Tarrant County contracted by Workforce Solutions for Tarrant County to disburse federal, state, and local dollars for child care services through its Child Care Management Services (CCMS) system. Tarrant County Child Care Management Services determines the eligibility of clients for state and federal funds.

The Fort Worth Independent School District located in Fort Worth, Texas seeks to expand the availability of child care to children of teen students enrolled in the Fort Worth Independent School District.

**1. The Fort Worth Independent School District agrees as follows:**

- 1.1 To transfer monies, not to exceed \$60,000.00 to Child Care Associates to be used for child care and related operations expenses. An additional 12.4% administration fee will also be added to all payments.
- 1.2 The Fort Worth Independent School District will make its transfer of funds in weekly payments for the amount necessary to provide these services. Such payments will occur within 15 days of receipt of invoice.
- 1.3 The Adolescent Pregnancy Services staff will identify students in need of child care services and refer them to the CCMS in advance of services being provided.
- 1.4 The Adolescent Pregnancy Services staff will assist students in providing needed eligibility documents and following required policies.

**2. Child Care Associates agrees as follows:**

- 2.1 To use the funds transferred by the Fort Worth Independent School District for child care services for students identified and referred by the Adolescent Pregnancy Services staff, and for related operations expenses.
- 2.2 To assume administrative control and be responsible for paying child care providers in the amounts to be determined by CCMS for qualifying child care services for children placed by CCMS under this agreement.
- 2.3 To establish a separate funding code for the transferred funds.

- 2.4 To place eligible students, not receiving funds, on the waiting list for child care funds in accordance with CCMS policies and procedures.
- 2.5 To determine eligibility for federal and state matching funds and to use said funds in accordance within established board policies and procedures.
- 2.6 To maintain records and provide a monthly summary of child care reimbursements itemized to include student name, number of child care days, rate, and total disbursement.

**3. Child Care Associates and the Fort Worth Independent School District mutually agree as follows:**

- 3.1 This agreement may be terminated by either party, for any reason, upon written notification to the other party of at least 30 days in advance of such termination.
- 3.2 Child Care associates' is under no obligation to continue funding child care under this agreement in the event that the transfer of the funds is not received for reimbursement.
- 3.3 Fort Worth Independent School District is under no obligation to continue its transfer of funds in the event that these funds are not used consistent with the terms of this agreement.
- 3.4 The CCMS shall be responsible for the provision of eligibility determination and referred services, but not the provision of providing child care services.
- 3.5 Both parties agree to abide not only by the notices from each other, but also to notices from Workforce Solutions for Tarrant County, and Texas Workforce Commission (TWC).
- 3.6 This agreement may be amended by mutual agreement among the parties.
- 3.7 To comply with all applicable federal laws and regulations in carrying out this agreement.

The signatures below certify that they are authorized to bind their respective organizations in the manner described above effective the **1st day of July 2018, through the 30th day of June, 2019.**

**Fort Worth Independent School District**

**Child Care Associates**

By: \_\_\_\_\_  
 Kent P. Scribner, Ph.D.  
 Superintendent of Schools

by: \_\_\_\_\_  
 Kara Waddell  
 President & CEO

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

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE THE MEMORANDUM OF UNDERSTANDING FOR PREVENTATIVE DENTAL SERVICES BETWEEN THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND FORT WORTH INDEPENDENT SCHOOL DISTRICT (FWISD)**

**BACKGROUND:**

Texas DSHS Oral Health Program conducts an oral health survey of third graders every five years and will conduct its first kindergarten survey next year. In order for the survey to be generalizable to the whole state, DSHS must have a minimum number of schools and children who participate. The schools surveyed must cover both rural and urban, border and non-border areas. Through this data they are able to monitor the oral health of Texas schoolchildren. This data can help determine how we are doing as a state and can help inform policy and decision makers in their work. Please see the attached fact sheet from the last third grade survey in 2012-2013. That data is compared against the 2008-2009 data and national Healthy People 2020 goals.

DSHS has randomly select one FWISD elementary campus to participate. Children in grade 3 (May 2018) and kindergarten (Fall 2018) whose parents consent will receive an oral evaluation, a fluoride varnish application and an oral health kit. The results of the limited oral evaluation are also sent home to the child's parent or guardian to alert the parent if the child needs urgent care or can wait until their next 6 month checkup.

The participating FWISD campus will complete a onetime survey to estimate the value of in-kind time spent on the coordination of the screening.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Memorandum of Understanding for Preventative Dental Services Between the Department of State Health Services and FWISD
2. Decline to Approve Memorandum of Understanding for Preventative Dental Services Between the Department of State Health Services and FWISD
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding for Preventative Dental Services Between the Department of State Health Services and FWISD

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Rosemont Elementary School  
Health Services - School Nurse

**RATIONALE:**

This MOU agreement supports an ongoing partnership between the Texas Department of State Health Services Oral Health Program and FWISD. The data garnered from this state-wide screening helps provide a comprehensive needs assessment that informs policy making and funding decisions. FWISD Health Services assists with parent consent at any campus randomly selected to participate.

**INFORMATION SOURCE:**

Michael Steinert  
Alice Turner-Jackson  
Cherie Washington

MEMORANDUM OF UNDERSTANDING  
FOR  
PREVENTIVE DENTAL SERVICES  
BETWEEN  
THE DEPARTMENT OF STATE HEALTH SERVICES  
AND  
FORT WORTH INDEPENDENT SCHOOL DISTRICT

The Department of State Health Services (DSHS) and the Fort Worth Independent School District (School District) hereby make and enter into this Memorandum of Understanding (Agreement) to increase access to preventive dental services for children in the School District.

**I.  
PURPOSE**

The purpose of this Agreement is to set forth the understanding between DSHS and the School District regarding the provision of preventive dental services. Preventive dental services will be provided to eligible children at no cost to the School District by DSHS regional dentists and dental hygienists, with assistance from the School District's staff.

**II.  
DSHS RESPONSIBILITIES**

- A. DSHS will provide preventive dental services to eligible children at times and locations to be agreed upon. Preventive dental services may include: limited oral evaluation data collection, dental sealants, topical fluoride varnish when appropriate, and distribution of written materials for the purposes of outreach, education, and referral, which may include a list of dental resources for follow up treatment. A limited oral evaluation does not constitute or take the place of a regular dental checkup, which will be explained on the *Parental Permission* form, which is provided to the School District by DSHS.
- B. DSHS will provide the dentist, dental hygienist, portable dental equipment, and dental supplies for the participating children. Only children for whom a properly signed *Parental Permission* form has been executed can participate.
- C. Non-DSHS personnel assisting with DSHS preventive dental services clinics for educational purposes will be deemed suitable for participation by their governing institutions and will be supervised by DSHS and/or faculty members from their educational programs.
- D. DSHS will provide the dental supplies necessary to perform the preventive dental services described in Section II. A of this Agreement.
- E. DSHS will identify children suspected of or known to have therapeutic dental needs as a result of the evaluation performed by the DSHS regional dentist for which a referral to a local dental provider is indicated as evidenced on the *Results of Limited Oral Evaluation* form.
- F. DSHS will obtain all criminal history record information that relates to each person, including DSHS personnel or persons accompanying DSHS personnel, to whom section

22.0834(a) of the Texas Education Code applies through the criminal history clearinghouse as provided by section 411.0845 of the Texas Government Code, and will send, or ensure that the person sends, to the Department of Public Safety (the Department) information that is required by the Department for obtaining national criminal history record information for the person or persons prior to that person or persons entering the school.

- G. DSHS certifies to the School District that DSHS has received or will receive all criminal history record information relating to each person to whom section 22.0834(a) of the Texas Education Code applies, either before employing the person or allowing the person to serve in a capacity described in Section 22.0834(a) of the Texas Education Code.
- H. DSHS will not permit a DSHS employee to whom section 28.0834(a) of the Texas Education Code applies to provide services under this Agreement at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under section 21.060 of the Texas Education Code.

### **III. SCHOOL DISTRICT RESPONSIBILITIES**

- A. The School District will designate a contact person for coordination of preventive dental services between the School District and DSHS upon initial contact by the DSHS Regional Dental Team.
- B. The School District's designated contact person will distribute in advance of the preventive dental services clinic the parental permission forms and informational materials provided by the DSHS Oral Health Program.
- C. The School District's designated contact person will collect and make available to the DSHS dental team in advance of the preventive dental services clinic the signed parental permission forms.
- D. The School District's designated contact person will complete in advance of the preventive dental services clinic the information on the student roster form provided by the DSHS Oral Health Program.
- E. The School District will grant DSHS access to the agreed upon facility and provide a suitable location for the provision of preventive dental services including electrical outlets, access to a water source and access to restroom facilities.
- F. The School District will facilitate DSHS' access to the participating children and will be responsible for forwarding the results of the limited oral evaluation to the parent/guardian of each participating child, which may include a list of dental resources for follow up treatment.
- G. The School District will provide at least two individuals, who may be volunteers or School District staff, to assist with the operational activities of each preventive dental services clinic conducted by DSHS at the School District's school(s). These individuals will be present at the clinics for the entire time that each clinic is conducted and will perform those activities, as requested by DSHS personnel at the clinics, that are necessary and incidental to clinic operations, such as escorting students to the clinic from their classrooms, escorting students from the clinic back to their classrooms, and other administrative tasks.



#### IV. HIPAA/FERPA REQUIREMENTS

- A. The parties agree that the information created for, or obtained from, participating children and their parents or legal guardians under this Agreement may contain or consist of protected health information (PHI) as defined by, and confidential under, the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); educational record(s) as defined by and subject to the Family Educational Rights and Privacy Act (“FERPA”); or both.
- B. The parties will have access to the PHI of participating children in order for the School District to carry out its responsibilities under this Agreement. The parties may not use or further disclose the children’s PHI other than as permitted or required under this Agreement and the attached Health and Human Services Data Use Agreement (Version 8.3), which is incorporated by reference and attached as Exhibit A.
- C. The parties will implement appropriate safeguards to prevent unauthorized use or disclosure of the children’s PHI and each party must report an unauthorized use or disclosure of a child’s PHI to the other party within 15 calendar days after party becomes aware of any use or disclosure not provided for under this Agreement.
- D. The School District must make available to DSHS the information required to provide an accounting of any disclosures.
- E. The School District must make available the PHI to the child’s parent/guardian for amendment and must incorporate any amendments.
- F. Unless, and only to the extent that, FERPA applies, the School District must destroy, in a manner that assures maintenance of confidentiality (*e.g.*, shredding), all PHI for the participating children, including the Parental Permission and Results of Limited Oral Evaluation forms, in compliance with HIPAA.
- G. In the event that FERPA applies to an educational record that contains PHI that is subject to HIPAA, the parties agree to comply with FERPA in their handling of such educational records of students enrolled in the program. It is also understood and recognized that the employees and agents of each party may need to have access to the educational records maintained by the other party in properly administering their duties and obligations under this Agreement and to the individual students.
- H. Unless required by judicial or regulatory authority, neither party will be permitted to authorize and further disclose the PHI or educational records in the custody of the other party to persons or entities not a party to this Agreement without first having received permission of the other party, and without having first obtained assurances that the other party has fully complied with the provisions of HIPAA and FERPA, respectively.
- I. Any permitted redisclosure to the persons or entities not a party to this Agreement will be under the condition that no further disclosure by such party will be permitted.

**V.**  
**TERM OF AGREEMENT**

This Agreement will commence on the signature date of the latter of the parties to sign the Agreement, and will terminate on August 31, 2021, unless terminated on an earlier date, as provided for below.

This Agreement may be terminated prior to the termination date provided above by either party with thirty (30) days prior written notice to the other party or by the mutual written agreement of both parties. If one party terminates, the notice is effective when the non-terminating party receives it.

This Agreement is executed by the parties in their capacities as stated below.

**DEPARTMENT OF STATE HEALTH SERVICES**

**SCHOOL DISTRICT**

By: \_\_\_\_\_  
Signature of Authorized Official

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Manda Hall, MD  
Associate Commissioner  
Community Health Improvement  
Texas Department of State Health Services  
1100 West 49<sup>th</sup> Street  
Austin, Texas 78756

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Counties Served

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax number

\_\_\_\_\_  
E-mail Address for Official Correspondence

\_\_\_\_\_  
**Federal Tax ID No. (9 digit) or State of Texas  
Comptroller Vendor ID No. (14 digit)**

APPROVED AS TO LEGAL FORM AND SUFFICIENCY.

BY:   
Fort Worth ISD-Office of Legal Services

DATE: 5/1/2018

**EXHIBIT A  
DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
FORT WORTH INDEPENDENT SCHOOL DISTRICT (“CONTRACTOR”)**

This Data Use Agreement (“DUA”) is entered into by and between the Texas Health and Human Services Enterprise agency the Texas Department of State Health Services (“HHS”) and Fort Worth Independent School District (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. \_\_\_\_\_, in Travis County, Texas (the “Base Contract”).

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

**ATTACHMENT 1.** The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.504(e)(1)-(3) This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

**“Authorized Purpose”** means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

**“Authorized User”** means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

### ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

#### **Section 3.01** *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. *45 CFR 164.502(b)(1); 45 CFR 164.514(d)*

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. *45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101*

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. *45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)*

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. *45 CFR 164.504(e)(2)(ii)(A)*

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. *45 CFR 164.502(d)(2)(i) and (ii)* CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002*

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and *45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)*

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. *45 CFR 164.524 and 164.504(e)(2)(ii)(E)*

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F)*

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528*

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. *45 CFR 164.504(e)(2)*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(1)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. *45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)*

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official *45 CFR 164.530(a)(1)* and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. *45 CFR 164.308(a)(2)*

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. *45 CFR 164.502; 164.514(d)*

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. *45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)*

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. *45 CFR 164.308; 164.514(d)*

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. *45 CFR 164.504(e)(2)(i)(I)*

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance



investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. *45 CFR 164.312; 164.530(d)*

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). *45 CFR 164.404*

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. 45 CFR 164.410

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, provide formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: For (a) - (m) below: 45 CFR 164.400-414

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02** *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03** *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

**ARTICLE 5. SCOPE OF WORK**

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## ARTICLE 6. GENERAL PROVISIONS

### **Section 6.01 *Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### **Section 6.02 *HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **Section 6.03 *HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **Section 6.04 *Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

#### **Section 6.05 *Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) Venue of any suit brought under this Contract shall be in a court of competent jurisdiction.

#### **Section 6.06 *Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **Section 6.07 *Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

#### **Section 6.08 *Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its

Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims. .

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09** *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10** *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11** *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER \_\_\_\_\_**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with \_\_\_\_\_ (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**

**SUBCONTRACTOR**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

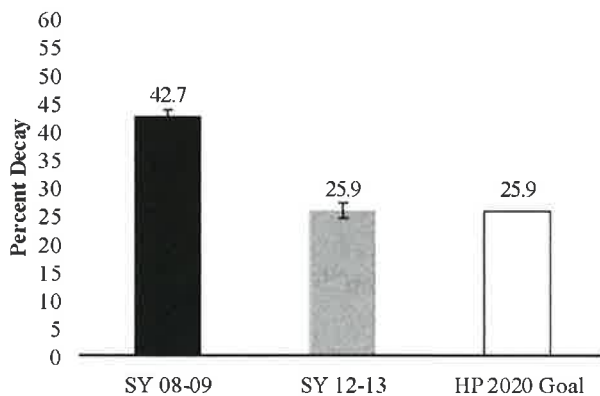
DATE \_\_\_\_\_, **201** .

DATE: \_\_\_\_\_

## Oral Health and the Basic Screening Survey

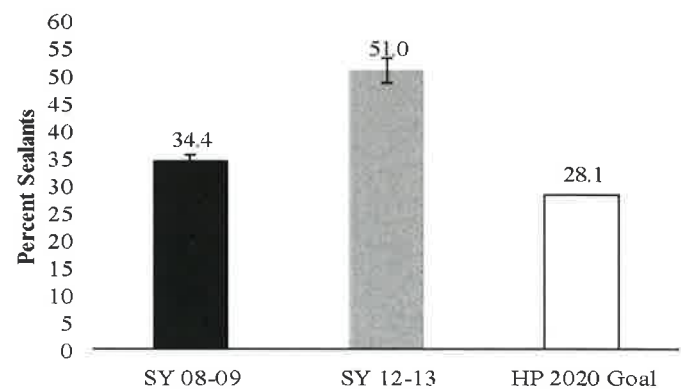
Oral health is critical to overall health and well-being. Dental disease prevention efforts are important for maintaining good oral health in children. If dental disease is left untreated, the pain, discomfort and potential infection can lead to problems in eating, speaking, and learning. The Texas Department of State Health Services (DSHS) Oral Health Program (OHP) conducts a school-based Basic Screening Survey (BSS) every five years to collect oral health data in a way that is consistent with national standards. This consistency enables comparisons of Texas oral health data to national goals or other states that may also use the BSS. Below are comparisons from two statewide samples of third grade public school students collected in Texas during school years (SY) 2008-2009 and 2012-2013.

### Untreated Dental Decay



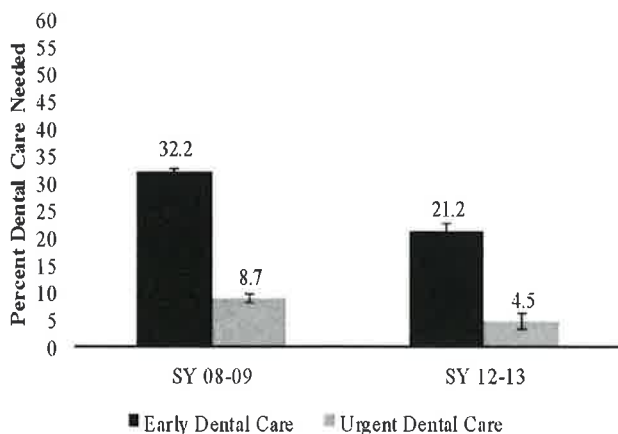
Untreated dental decay is readily observed as a breakdown of the enamel surface of a tooth. In SY 2008-2009, 42.7 percent of third grade public school students in Texas were reported to have untreated dental decay. By SY 2012-2013, untreated dental decay decreased to 25.9 percent. This difference demonstrates a significant decrease in the number of third grade public school students in Texas who are experiencing untreated dental decay. In SY 2012-2013, Texas met the National Healthy People 2020 target of 25.9 percent for the proportion of children aged 6 to 9 years with untreated dental decay in their primary or permanent teeth.

### Dental Sealants



Dental sealants are effective in preventing dental decay and are thin plastic coatings applied to the chewing surfaces of the back teeth of primary or permanent molars. Dental sealants act as a barrier to prevent dental decay or cavities. The number of third grade public school students in Texas who have dental sealants on their teeth has increased significantly from 34.4 percent in SY 2008-2009 to 51.0 percent in SY 2012-2013. Texas met the National Healthy People 2020 target of 28.1 percent for the proportion of children aged 6 to 9 years who have received dental sealants on one or more of their permanent first molar teeth during both SY 2008-2009 and 2012-2013.

### Urgency of Need for Dental Care



The urgency of need for dental care is used to identify when a child should visit the dentist for clinical diagnosis and any necessary treatment. *Urgent* need for dental care is used for children who need dental care within 24 to 48 hours because of pain, infection, or swelling. If a child needs to see a dentist because of untreated decay or a broken or missing filling, but they do not have pain or an infection, they are classified as needing *early* dental care. Based on results from the third grade BSS in Texas, the need for both early and urgent dental care has significantly improved over time from SY 2008-2009 to SY 2012-2013.

### Resources

Association of State and Territorial Dental Directors, 1999 Basic Screening Surveys: An Approach to Monitoring Community Oral Health, Preschool and School Children, Revised 2008.





**2017-2018 Texas Oral Health Basic Screening Survey  
Parent Information Letter**

Dear Parent/Guardian:

Your child's school takes part in the Texas Oral Health Basic Screening Survey (BSS). The survey is being conducted by the Oral Health Surveillance Program at the Texas Department of State Health Services (DSHS).

As part of the BSS, DSHS provides your child a limited oral evaluation at no cost to you. The info from this evaluation helps us plan future dental health programs. As you know, a healthy mouth is part of total health and wellness and makes it easier for children to learn. With your consent, a dentist looks at your child's teeth to check for tooth decay (cavities) and other dental problems.

If your child is a candidate and qualifies, they may receive the following services free of charge:

- sealants and/or fluoride varnish
- toothbrush
- letter about the health of your child's teeth

This limited oral evaluation does not replace a regular dental checkup. You should continue to take your child to their dentist for ongoing dental checkups and treatment.

The DSHS dentist follows all guidelines from the Centers for Disease Control and Prevention (CDC) for this type of exam. The dentist uses dental gloves and a new, disposable mirror and/or probe for each child.

DSHS adds the results of your child's evaluation to the BSS report. Your child is not named. Findings from the survey may be added to the data from other surveys and/or programs around the State.

This study is completely voluntary and you may withdraw your child at any time. Your name and the name of your child are confidential.

Please complete and sign the attached parental permission form and questionnaire to have your child participate in the BSS. Please return the permission form and questionnaire to your child's teacher by the deadline they gave you.

Thank you for working with us to learn how to improve the dental health of Texas children.

If you have any questions about the BSS, contact me at 512-776-3001, or by email at [Rhonda.stokley@dshs.texas.gov](mailto:Rhonda.stokley@dshs.texas.gov).

Sincerely,

Rhonda Stokley, DDS  
Texas State Public Health Dental Director  
Enclosure (parental permission form and questionnaire)

## Health Human Services Agencies' Notice of Privacy Practices

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DSHS has provided you an electronic Notice of Privacy Practices (version effective July 20, 2015) available at: [www.dshs.state.tx.us/privacypractices.aspx](http://www.dshs.state.tx.us/privacypractices.aspx).

If you cannot access this notice electronically AND you would like a copy, you may request one be sent to you by contacting the Oral Health Program (OHP) at (512) 776-2100 or asking your child's school nurse.

### ACKNOWLEDGEMENT OF REVIEW

I have reviewed the Health & Human Services Agencies' Notice of Privacy Practices, which explains how my medical information will be used and disclosed. I understand that I am entitled to receive a copy of this notice if requested.

Parent/Guardian Name (Print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return this form with the Parent Permission Form**



DSHS Oral Health Program Parent Permission Form

Grade: \_\_\_\_\_ Teacher: \_\_\_\_\_

Dear Parent/Guardian:

A dental team from the Texas Department of State Health Services (DSHS) will be at your child's school this year to give students a FREE LIMITED DENTAL EVALUATION. Your child's participation is very important because the information we collect from the exams allows officials to understand and plan for the dental needs of children in your area. If you would like your child to participate in the upcoming clinic, please complete the entire form and sign below.

As a part of this clinic, qualifying students may receive a fluoride varnish and/or dental sealant application. Fluoride varnish is a protective coating that is placed on the teeth to help prevent new cavities and help stop very small cavities that have already started. Dental sealants are thin, plastic coatings placed on the chewing surfaces of teeth to fill in the deep pits and grooves where food and germs easily get trapped. Both fluoride varnish and dental sealants are safe and easy to apply.

Please check the box or boxes of services you do NOT want your child to get:

NO Fluoride Varnish  NO Dental Sealants

Child's Name (first, last): \_\_\_\_\_ Age: \_\_\_\_\_
Date of Birth (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_
Parent/Guardian (first, last): \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_
Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Sex of Child:  Male  Female
Race of Child:  White  Black  Hispanic  Asian  Other
Dental Insurance of Child:  Private  Medicaid  CHIP  Uninsured
Is your child in the Free/Reduced Lunch Program at school?  Yes  No

Yes  No Is your child currently taking any medicine? If yes, please list medication: \_\_\_\_\_

Yes  No Is your child allergic to latex?

Yes  No Is your child allergic to any medicine? If yes, please list medication allergies: \_\_\_\_\_

Yes  No Does your child have any serious illnesses? (Circle all that apply)

Asthma/Breathing Problems Heart Disease Hepatitis Bleeding Disorders
High Blood Pressure Epilepsy/Seizures Other: \_\_\_\_\_

Yes  No Has your child's doctor ever told you that your child has a learning, physical, and/or behavioral condition?

If yes, please explain: \_\_\_\_\_

Yes  No Has your child been to a dentist before?

Yes  No Has your child been to a dentist in the last 12 months for a routine check-up?

If yes, please list the name of dentist/office: \_\_\_\_\_

By signing below, you give permission for your child to participate in the Department of State Health Services (DSHS) Preventive Dental Clinic and that you are aware the limited dental evaluation does NOT take the place of regular dental checkups. You should keep taking your child to the dentist for regular dental checkups at least twice a year. All names will be kept strictly confidential. Please review and sign the attached Notice of Privacy Practices Form. If you have any questions about the clinic, please speak with your school nurse or call the Oral Health Program at (512)776-7323.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE THE INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH FOR THE MOBILE RECREATION SUMMER DAY CAMP**

**BACKGROUND:**

The Mobile Recreation Summer Day Camp is a program offered through the City of Fort Worth Parks & Recreation in which they have partnered with FWISD to provide this camp free for FWISD students. The program is a structured summer day camp that provides various activities and educational programs for up to 1,000 FWISD students ages 5-14. The camp is scheduled to begin June 11, 2018 through July 27, 2018. Campuses being used in the program are Seminary Hills Park Elementary and Paschal High School. In accordance with the Interlocal Agreement, FWISD will provide facility use at these two campuses, the use of the natatorium at Wilkerson-Greines Activity Center, bus transportation for the off-site field trips and swim lessons that will support the program at cost to the District of approximately \$ 40,000.00.

| Description           | Estimated Amount    |
|-----------------------|---------------------|
| Rental                | \$ 6,000.00         |
| Maintenance/Custodial | \$ 7,500.00         |
| Utility Fees          | 5,500.00            |
| Natatorium            | 6,000.00            |
| Transportation        | 15,000.00           |
| <b>Total</b>          | <b>\$ 40,000.00</b> |

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Interlocal Agreement with the City of Fort Worth for the Mobile Recreation Summer Camp
2. Decline to Approve the Interlocal Agreement with the City of Fort Worth for the Mobile Recreation Summer Camp
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Interlocal Agreement with the City of Fort Worth for the Mobile Recreation Summer Camp

**FUNDING SOURCE**

*Additional Details*

General Fund

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

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

**COST:**

\$ 40,000

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Seminary Hills Park Elementary and Paschal High School

**RATIONALE:**

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

**INFORMATION SOURCE:**

Art Cavazos

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

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

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

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

**WHEREAS**, the Program is a free, structured seven week summer day camp that provides various activities and educational programs for nearly 1,000 area children ages 5-14, including, among other things, fitness and athletic programs, fire safety, environmental education, arts and crafts, indoor and outdoor activities, and cultural programs on diversity;

**WHEREAS**, children that attend the Program also have the opportunity to participate in off-site swim lessons through the City's Mobile Recreation Summer Day Camp Learn to Swim program and various field trips;

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

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

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

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

**WHEREAS**, FWISD has also offered City with the use of its aquatics facility at Wilkerson-Greines Activity Center for the purpose of conducting City's Mobile Recreation Summer Day Camp Learn to Swim program;

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

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

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



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

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

**1.**  
**OBJECTIVES AND GOALS**

1.1. The primary objectives of the Program shall include the following:

1. Increase leadership and decision-making skills of children.
2. Increase the achievement gap between lower- and higher-income youth by providing equal access to quality summer learning opportunities.
3. Increase childhood literacy by increasing the number of students who participate in reading, science, and mathematic activities as demonstrated through participation in the Worth Reading Program; partnering with the City of Fort Worth Libraries, providing Science, Technology, Engineering, and Mathematics (“STEM”) education through Engineering Adventures Curriculum designed for out-of-school time programs giving children real-world engineering challenges and promoting creative problem-solving, and collaborate with Girls Inc. to provide opportunities for girls participating in the Program to become more confident with programs including, self-esteem, communication and a STEM lesson for three weeks during camp.
4. Increase the number of students involved in positive youth development activities that occur outside school hours and that are designed to provide a safe haven for students while reducing disciplinary placements and juvenile crime. A two week collaboration with Girl Scouts YES Camp provides an array of positive youth development activities in addition to outside speakers.
5. Increase the number of students who demonstrate increased proficiency in swimming by providing access to quality swim lessons that help to promote confidence in the water while reducing the drowning rates in Tarrant County. Children participate in lessons four a week for two sessions.

1.2. The primary goals of the Program shall include the following:

1. Provide opportunities for academic, physical, and cultural enrichment, including providing field trips to various locations throughout Tarrant County that help to excite children about science, technology, engineering, art and math.
2. Offer participating children a broad array of additional services, programs, and activities that are designed to reinforce and complement the students’ regular academic program. Access to physical activity, drug and violence prevention programs, art, music, along with various opportunities to be creative.

**2.**  
**FUNDING**

2.1. FWISD agrees to fund all transportation costs associated with the Program, including weekly field trips to and from the Program Sites (as defined below) and twice-weekly trips to and from the two school sites associated with the Program Sites and Wilkerson-Greines Activity Center for swim lessons. FWISD

also agrees to fund all electrical, heating and air conditioning, water and sewer, trash services, and any other utility charges that come due for the ordinary use of the Program Sites. FWISD also agrees to fund all FWISD staffing and employee costs, including any associated pay and benefits.

2.2. City agrees to fund all City staffing, supplies, and all other allowable Program expenses associated with the operation of the Program that are not funded by the FWISD.

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

### 3.

#### **TERM AND TERMINATION**

3.1. Unless terminated earlier as set forth herein, the term of this Agreement shall be from May 1, 2018, through April 30, 2019. This Agreement may be renewed for five (5) additional periods upon written agreement of the Parties.

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

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

### 4.

#### **GENERAL RESPONSIBILITIES OF THE PARTIES**

4.1 FWISD will:

1. Provide City with the use of certain space at the following FWISD school locations necessary for City to conduct the day-to-day operations of the Program:
  - a. R. L. Paschal High School, 3001 Forest Park Boulevard, Fort Worth, Texas 76110;
  - b. Seminary Hills Park Elementary School, 5073 Townsend Drive, Fort Worth, Texas 76115
2. Provide City with the use of Wilkerson-Greines Activity Center, 5201 C.A. Robertson Boulevard, Fort Worth, Texas 76119, for the purpose of conducting City's Mobile Recreation Summer Day Camp Learn to Swim program and any associated summer swimming education programs. The locations set forth in 4.1.1 and 4.1.2 are collectively referred to herein as the "Program Sites."
3. Provide bus transportation to and from the Program Sites for all field trips and swim lessons associated with the Program for the duration of the Program.
  - a. FWISD shall ensure that any and all bus drivers have received all applicable certifications from the Texas Department of Public Safety, including, but not limited to, the School Bus Driver Certification, for the transportation required under this Program.

- b. FWISD shall ensure that all bus drivers and anyone else employed by the FWISD who is or may be present during such transportation activities have undergone any and all criminal background checks required by any Federal, State, or local laws, rules, regulations or policies.
  - c. FWISD shall ensure that all vehicles, including, but not limited to buses, used to carry out the purpose of this Program are in maintained and kept in good working order and comply with any and all Federal, State, and local laws, rules and regulations governing the same.
4. Designate a representative from the FWISD to coordinate Program operations with the City's designated Program coordinator. Such coordination will include, without limitations, the following:
    - a. Internal and external support services, including, without limitation, the use of the Program Sites (including, opening and closing the Program Sites and assistance with any utilities) and use of any equipment contained within the Program Sites.
    - b. Any and all Program transportation issues, including, but not limited to, scheduling procedures for pick-up and drop-off and transportation logistics.
    - c. Communications between Program staff at each individual school site listed in Section 4.1.1 and staff at the Wilkerson-Greines Athletic Center.
    - d. Use of libraries and labs at the Program Sites, to the extent applicable and permitted by the FWISD.
  5. Furnish the necessary utilities and electrical power for the ordinary and intended use of such, including, but not limited to, all electrical, heating and air conditioning, water and sewer, and trash services.
  6. Permit the City to bring into the Program Sites any equipment and supplies reasonably necessary to further the purpose of the Program.
  7. Provide parking at the Program Sites sufficient to serve the purpose of the Program, including, but not limited to, parking for Program staff and parents.
  8. Encourage FWISD students for referral and Program participation.
  9. Maintain, in good repair, the Program Sites and vehicles used for the Program. In the event any presently installed plumbing, plumbing fixtures, electrical wiring, lighting fixtures, pool equipment, or heating and air conditioning equipment are not in good working condition during the term of this Agreement, FWISD agrees to repair promptly any such defects after receiving written notice from City.

**4.2 City will:**

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

- e. Service Learning.
- 8. Make arrangements for United States Department of Agriculture approved snacks.
- 4.3 The specific information regarding the Program, including the dates, times, locations participant requirements, activities and schedules is set forth in Exhibit A, which is attached to this Agreement and incorporated herein by reference.

**5.**

**INDEPENDENT CONTRACTOR**

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

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

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

**6.**

**CLAIMS AND WAIVER OF IMMUNITY**

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

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

**7.**

**NOTICES**

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

City:  
City of Fort Worth  
Parks and Community Services  
Attn: Director  
4200 S. Freeway, Suite 2200  
Fort Worth TX 76115

FWISD:  
Fort Worth Independent School District  
100 North University Drive  
Fort Worth, Texas 76107  
Attention: Miguel Garcia

With Copy to:  
City of Fort Worth  
Attn: City Manager and City Attorney  
200 Texas Street  
Fort Worth, Texas 76102

With Copy to:  
Fort Worth Independent School District  
Attn: Legal Counsel  
100 N. University Drive, SW172  
Fort Worth, Texas 76107

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

8.

NONDISCRIMINATION

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

9.

INSURANCE

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

10.

LIABILITY AND HOLD HARMLESS

**10.1 TO THE EXTENT PERMITTED BY LAW, FWISD COVENANTS AND AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, IT REPRESENTATIVES, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR RPROPERTY DAMAGE, PERSONAL INJURY, OR ANY OTHER TYPE OF LOSS OR ADVERSE CONSEQUENCE RELATED IN ANY WAY TO THE EXISTENCE OF THIS AGREEMENT OR THE USE OR THE PROGRAM SITES OR FWISD BUSES AND VEHICLES, REGARDLESS OF WHETHER THE ACT OR OMISSION COMPLAINED OF RESULTS FROM THE ALLEGED NEGLIGENCE OR ANY OTHER ACT OR OMISSION OF FWISD, CITY, OR ANY THIRD PARTY.**

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

11.

FIXTURES

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

**12.**  
**SEVERABILITY**

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

**13.**  
**WAIVER OF DEFAULT**

13.1 No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provisions or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

**14.**  
**APPLICABLE LAW AND VENUE**

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

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

**15.**  
**THIRD-PARTY RIGHTS AND ASSIGNMENT**

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

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

**16.**  
**AMENDMENTS, CAPTIONS, AND INTERPRETATION**

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

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

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

**17.**  
**FORCE MAJEURE**

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

**18.**  
**COMPLIANCE WITH LAWS**

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

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

**19.**  
**AUTHORIZATION AND COUNTERPARTS AND ELECTRONIC SIGNATURES**

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

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

**20.**  
**SOLE AGREEMENT**

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

[SIGNATURES ON FOLLOWING PAGE]

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

**THE CITY OF FORT WORTH**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Susan Alanis  
Assistant City Manager

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

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

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

*Recommended By:*

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

**ATTEST:**

**ATTEST**

\_\_\_\_\_  
City Secretary

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

**APPROVED AS TO FORM AND LEGALITY:**

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

*Camina Dato 5/2/18*  
\_\_\_\_\_  
Attorney for Fort Worth Independent School District

No M&C Required  
Form 1295: N/A

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

\_\_\_\_\_  
Sandra Medina  
Program Coordinator



**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE THE SALE OF A TAX FORECLOSED PROPERTY AT 3021 GALVEZ AVENUE, FORT WORTH, TEXAS**

**BACKGROUND:**

In accordance with Section 34.05(j) of the Texas Tax Code, the City of Fort Worth is authorized to sell tax-foreclosed properties for the Tarrant Appraisal District's appraised value, if approved by all Tarrant County taxing entities that were part of the foreclosure suits.

In March of 2015 the property at 3021 Galvez Avenue, Fort Worth, Texas, was placed into inventory through a Constable's Sale after tax foreclosure, then placed on a sealed bid sale but received no bids. The City of Fort Worth has now received an offer to purchase the property from the Community Food Bank, a 501C-3 Non-Profit Corporation, for \$4,394.00 plus estimated post judgment costs of \$525.00. The proposed use is for additional parking to support the food bank, which reportedly serves an average of 450 families each week. Of the total purchase price, the amount of \$1,600 will be retained by the City for fees associated with maintaining the property. The remainder will be sent to the County to be distributed among the taxing entities that were a part of the foreclosure suit.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

- (1) Approve the Sale of a Tax Foreclosed Property at 3021 Galvez Avenue, Fort Worth, Texas
- (2) Decline to Approve the Sale of a Tax Foreclosed Property at 3021 Galvez Avenue, Fort Worth, Texas
- (3) Remain to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Sale of a Tax Foreclosed Property at 3021 Galvez Avenue, Fort Worth, Texas

**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:**

The City has requested the sale of a tax foreclosed property at 3021 Galvez Ave, Fort Worth, Texas, to the Community Food Bank, a non-profit organization, for parking, which organization serves our community families. It is in the best interest of the Fort Worth ISD to allow this sale to be finalized for the specified use.

**INFORMATION SOURCE:**

Elsie I. Schiro



August 30, 2017

Tarrant County  
Attn: Lisa McMillan  
100 E. Weatherford Street, Suite 404  
Fort Worth, TX 76196

Tarrant Regional Water District  
Attn: Steve Christian  
800 E. Northside Drive  
Fort Worth, TX 76102

Fort Worth Independent School District  
Attn: Dr. Kent Scribner  
100 N. University Drive, Suite 150  
Fort Worth, TX 76107

Tarrant County Hospital District  
Attn: Robert Earley, President and CEO  
1500 S Main Street  
Fort Worth, TX 76104

Tarrant County College District DMOC 2201  
Attn: Angela Robinson, Vice Chancellor  
1500 Houston Street  
Fort Worth, TX 76102

**RE: Offer to Purchase 3021 Galvez Ave**

Dear Dr. Scribner:

The tax foreclosed property at 3021 Galvez Ave was received into inventory in March 2015 through a Constable's Sale after tax-foreclosure suit. Most recently, the property was placed on a sealed bid sale in March of 2015, but received no bids.

The City of Fort Worth has received an offer to purchase the property from the Community Food Bank, a 501C-3 Non-Profit Organization for \$4,394.00 plus estimated post judgment taxes of \$525.00. The proposed use is for additional parking to support the food bank, which reportedly serves an average of 450 families each week.

Of the total purchase price, the amount of \$1,600.00 will be retained by the City for fees associated with maintaining the property. The remainder will be sent to the County to be distributed among the taxing entities that were a part of the foreclosure suit.

This same information will be sent via USPS, but for the sake of expediency, it is being emailed as well.

| <u>Property Address</u>                            | <u>Legal Description</u>       | <u>Constable Deed Amount</u> | <u>Proposed Purchase Price*</u> | <u>Est. Post Judgment Taxes- August '17</u> | <u>Court Costs</u> | <u>Fees</u>       | <u>Proposed Direct Sale Total Cost*</u> |
|--|--------------------------------|------------------------------|---------------------------------|---|--------------------|-------------------|---|
| 3021 Galvez Ave                                    | Block 33, Lot 9 Riverside Addn | \$5,806.90                   | <b>\$1,400.00</b>               | <b>\$525.00</b>                             | <b>\$1,394.00</b>  | <b>\$1,600.00</b> | <b>\$4,919.00</b>                       |
| <b>*Requires approval from all taxing entities</b> |                                |                              |                                 |   |                    |                   |   |

Please sign below to acknowledge your consent to sell 3021 Galvez Ave for a total cost of \$4,919.00 (includes post judgment taxes, court costs and reduced administrative fees) or call or email me if you have questions or need additional information.

Thank you,

**AGREED:**  
**Fort Worth Independent School District**

DeAnna Cody  
Real Property Manager  
Property Management Department  
900 Monroe Street, Suite 400  
Fort Worth, Texas 76102  
817-392-8379 (Office)  
[Deanna.Cody@fortworthtexas.gov](mailto:Deanna.Cody@fortworthtexas.gov)

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

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



**PROPERTY MANAGEMENT DEPARTMENT  
REAL PROPERTY DIVISION**

THE CITY OF FORT WORTH \* 900 MONROE STREET, SUITE 400 \* FORT WORTH, TEXAS 76102  
(817) 392-7590 \* FAX (817) 392-7591

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE AGREEMENT WITH TARRANT COUNTY FOR THE  
COLLECTION OF PROPERTY TAXES**

**BACKGROUND:**

The Tarrant County Tax Assessor/Collector has provided the District with an annual agreement outlining the terms and conditions under which the Assessor/Collector will provide services for the assessment and collection of Ad Valorem taxes levied by the Fort Worth Independent School District. Services to be provided include receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Agreement with Tarrant County for the Collection of Property Taxes
2. Decline to Approve Agreement with Tarrant County for the Collection of Property Taxes
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Agreement with Tarrant County for the Collection of Property Taxes

**FUNDING SOURCE**

*Additional Details*

General Fund

199-41-6213-001-703-99-430-000000

**COST:**

Approximate cost - \$509,600 (520,000 parcels @ \$.98 per parcel). State law requires that a County Tax Assessor/Collector can only charge the taxing entities the actual costs for its services. The \$.98 per parcel charge has been determined by the Tarrant County Tax Assessor/Collector to be necessary to recover its costs. The exact number of FWISD parcels will not be determined until the September 2018 supplemental certified appraisal roll is published, which is the reason the above cost is an estimate.

**VENDOR:**

Tarrant County Tax Office

**PURCHASING MECHANISM**

Sole Source

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Budget & Finance

**RATIONALE:**

The most cost efficient method of administering the services required for the assessment and collection of the District's Ad Valorem taxes is by utilizing the services and expertise of the Tarrant County Tax Assessor/Collector. Administration recommends that the Board approve the Agreement and authorize the Superintendent to execute the Agreement on behalf of the District.

**INFORMATION SOURCE:**

Elsie Schiro  
Lori Boswell



## TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100  
taxoffice@tarrantcounty.com  
In God We Trust

**RON WRIGHT**  
Tax Assessor-Collector

April 18, 2018

Ms. Lori Boswell  
Senior Officer of Budget and Finance  
Fort Worth ISD  
100 N University Dr, Ste. NE140C  
Fort Worth, TX 76107

Dear Ms. Boswell,

I am pleased to enclose our tax collection contract for the coming year. The commission rate for Tax Year 2018 will remain at \$.98 per account. State law requires that I charge taxing entities my actual costs for tax collection. This rate continues to be the lowest collection fee rate of any urban county in Texas. The out-of-county accounts fee will remain \$2.60 per account. The rates will be applied to the Tax Year 2017 ending number of accounts.

Enclosed are three original contracts for the assessment and collection of your ad valorem taxes by my office for the Tax Year 2018. After the contracts have been signed, please return ALL copies to the attention of Sheila Moore, Entity Liaison. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make extra copies as needed of the contract and mail all copies back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contracts returned to me no later than **August 17, 2018**.

You will be invoiced for your collection commission by January 31, 2019 with payment due no later than February 28, 2019.

The time for rate calculations is rapidly approaching and many of you are already in budget preparations. Please remember the importance of getting the rate and exemption information to us prior to the **September 14<sup>th</sup>** rate submission deadline. My office will provide more information on this requirement in the near future.

If you have questions, please contact my Entity Liaison, Sheila Moore, at 817-884-1526, or you may contact me at 817-884-1106 or by e-mail [rjwright@tarrantcounty.com](mailto:rjwright@tarrantcounty.com).

Sincerely,

A handwritten signature in cursive script that reads "Ron Wright".

Ron Wright, PCC  
Tax Assessor-Collector  
Tarrant County



### To be Returned

- 3 contracts, signed
- Additional copies required by entity, signed
- Contact info updated (*if applicable*)
- Banking specifics updated on letterhead (*if applicable*)
- Documents Mailed to:

Tarrant County Tax Office  
Attn: Sheila Moore  
100 East Weatherford Street, Room 201  
Fort Worth, TX 76196

COUNTY OF TARRANT §  
§

*Agreement For the Collection of Taxes*

Agreement made this 22 day of May, 2018, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Fort Worth ISD hereinafter referred to as **School**, whose address is 100 N University Dr, Ste. NE140C, Fort Worth, TX 76107.

**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the School.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I.**

**SERVICES TO BE PERFORMED**

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the School has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All School disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the School on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the School equals at least one hundred dollars (\$100.00), or at the close of the month.

**II.**

**REPORTS**

The ASSESSOR/COLLECTOR will provide the Fort Worth ISD the following reports via internet access:

- Daily: Entity Distribution Report
- Monthly: Tax Roll Summary  
Year-to-Date Summary Report Part A, B and C  
Detail Collection Summary Report  
Distribution Summary  
Detail Collection Summary By Year  
Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10
- Annual: Certified Tax Roll

The following weekly reports are available upon request only and provided via email:

- Weekly: Detail Collection Summary Report  
Detail Collection Summary By Year

**III.**

**COMPENSATION**

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of ninety-eight cents (\$0.98) per account located within Tarrant County, and two-dollars and sixty cents (\$2.60) per account located outside Tarrant County. The number of accounts billed will be based on the July 25 billing roll certified to the ASSESSOR/COLLECTOR, net of subsequent account additions and deletions made by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31, 2019** with payment to be received from the



School by **February 28, 2019**.

The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

**IV.  
AUDITS**

The ASSESSOR/COLLECTOR will provide to the School auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the School auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the School.

**V.  
TAX RATE REQUIREMENT**

The School will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the School's current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by Friday, September 14, 2018. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the School. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Fort Worth ISD will be paid by Fort Worth ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

**VI.  
COMPLIANCE WITH APPLICABLE  
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the School of that fact and the reasons therefore.

**VII.  
DEPOSIT OF FUNDS**

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the School shall be promptly transferred to the account of the School at the School's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the School's funds from the COUNTY Depository to the School's designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Fort Worth ISD due to unforeseen or unanticipated circumstances.

**VIII.  
INVESTMENT OF FUNDS**

The School hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the School during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the School all interest or other earnings attributable to taxes owed to the School. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the School.

**IX.**  
**REFUNDS**

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the School of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Fort Worth ISD exceeds collections for Fort Worth ISD, Fort Worth ISD will be placed in a negative status and no distributions made to Fort Worth ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the School's jurisdiction. The proportional share is based upon the School's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the School is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the School to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the School and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

**X.**  
**DELINQUENT COLLECTIONS**

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the School through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the School for compensation to a Firm under contract to the School.

If the delinquent collection Attorney contracted by the School requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the School and will be added to the collection expenses and charged to the School.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

**XI.**  
**TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect during the 2018 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

**XII.**  
**NOTICES**

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

**XIII.**

**MISCELLANEOUS PROVISIONS**

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**RON WRIGHT,**  
**TAX ASSESSOR/COLLECTOR**  
**TARRANT COUNTY**

**FOR Fort Worth ISD**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**TITLE:** Board President

**FOR TARRANT COUNTY:**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**B. GLEN WHITLEY**  
**TARRANT COUNTY JUDGE**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**CRIMINAL DISTRICT ATTORNEY'S OFFICE\***

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



## ENTITY CONTACT INFORMATION

*If your entity has experienced a change in personnel,  
please fill out the information below so that we may update our records.*

Entity: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Contact Email: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Entity Address: \_\_\_\_\_

*No Change*

Commission Invoice Billing Contact:  
*(if different from above)*

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE BUDGET AMENDMENT TRANSFERRING FUNDS TO PROGRAM CONTINGENCY FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

As projects are completed, remaining funds within the project budgets are transferred to program contingency to be used as necessary on remaining projects. The total amount to be transferred to program contingency is \$1,626,000.

| Campus  | Transfer Amount    |
|---|--------------------|
| TEA 005 Dunbar High School                      | \$40,000           |
| TEA 010 Paschal High School                     | \$400,000          |
| TEA 016 O.D. Wyatt High School                  | \$100,000          |
| TEA 018 Middle Level Learning Center            | \$20,000           |
| TEA 049 Kirkpatrick Middle School               | \$25,000           |
| TEA 050 McLean Middle School                    | \$25,000           |
| TEA 056 Riverside Middle School                 | \$14,000           |
| TEA 064 Glencrest 6 <sup>th</sup> Grade         | \$20,000           |
| TEA 069 McLean 6 <sup>th</sup> Grade            | \$30,000           |
| TEA 071 Benbrook Middle/High School             | \$200,000          |
| TEA 115 George C. Clarke Elementary School      | \$30,000           |
| TEA 139 Milton L. Kirkpatrick Elementary School | \$17,000           |
| TEA 165 R.J. Wilson Elementary School           | \$70,000           |
| TEA 175 Washington Heights Elementary School    | \$350,000          |
| TEA 241 Westpark Elementary School              | \$285,000          |
| <b>Total</b>                                    | <b>\$1,626,000</b> |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Amendment Transferring Funds to Program Contingency For The 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment Transferring Funds to Program Contingency For The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment Transferring Funds to Program Contingency For The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-XXX-XXX-99-000-000000

**COST:**

The adjustment of budget between school locations and program contingency will be made as indicated on the attached spreadsheet.

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 005 Dunbar High School  
TEA 010 Paschal High School  
TEA 016 O.D. Wyatt High School  
TEA 018 Middle Level Learning Center  
TEA 049 Kirkpatrick Middle School  
TEA 050 McLean Middle School  
TEA 056 Riverside Middle School  
TEA 064 Glencrest 6th Grade  
TEA 069 McLean 6th Grade  
TEA 071 Benbrook Middle/High School  
TEA 115 George C. Clarke Elementary School  
TEA 139 Milton L. Kirkpatrick Elementary School  
TEA 165 R.J. Wilson Elementary School  
TEA 175 Washington Heights Elementary School  
TEA 241 Westpark Elementary School

## **RATIONALE:**

The intent of this board agenda item is to present to the Board of Education the transfer of unused project funds to Program Contingency.

## **INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org | Project  | Revised<br>05/08/18 | Transfer to<br>Program<br>Contingency | Revised<br>05/22/18 |
|-----|--|---------------------|---------------------------------------|---------------------|
| 001 | Amon Carter - Riverside High School                    | \$ 11,381,062       |                                       | \$ 11,381,062       |
| 002 | Arlington Heights High School                          | \$ 8,857,306        |                                       | \$ 8,857,306        |
| 003 | South Hills High School                                | \$ 7,742,718        |                                       | \$ 7,742,718        |
| 004 | Diamond Hill-Jarvis High School                        | \$ 7,267,723        |                                       | \$ 7,267,723        |
| 005 | Dunbar High School                                     | \$ 4,011,155        | (\$40,000)                            | \$ 3,971,155        |
| 006 | Eastern Hills High School                              | \$ 1,750,813        |                                       | \$ 1,750,813        |
| 008 | North Side High School                                 | \$ 1,526,946        |                                       | \$ 1,526,946        |
| 009 | Polytechnic High School                                | \$ 6,932,915        |                                       | \$ 6,932,915        |
| 010 | Paschal High School                                    | \$ 13,097,654       | (\$400,000)                           | \$ 12,697,654       |
| 011 | Trimble Technical High School                          | \$ 2,485,111        |                                       | \$ 2,485,111        |
| 014 | Southwest High School                                  | \$ 2,082,991        |                                       | \$ 2,082,991        |
| 015 | Western Hills High School                              | \$ 6,251,656        |                                       | \$ 6,251,656        |
| 016 | O.D. Wyatt High School                                 | \$ 2,652,657        | (\$100,000)                           | \$ 2,552,657        |
| 018 | Middle Level Learning Center                           | \$ 104,577          | (\$20,000)                            | \$ 84,577           |
| 019 | Metro Opportunity High School                          | \$ 104,386          |                                       | \$ 104,386          |
| 026 | Jo Kelly School  | \$ 98,191           |                                       | \$ 98,191           |
| 042 | Daggett Middle School                                  | \$ 201,461          |                                       | \$ 201,461          |
| 043 | Wedgwood Sixth Grade School                            | \$ 3,026,821        |                                       | \$ 3,026,821        |
| 044 | Elder Middle School                                    | \$ 3,659,287        |                                       | \$ 3,659,287        |
| 045 | Forest Oak Middle School                               | \$ 758,633          |                                       | \$ 758,633          |
| 047 | Handley Middle School                                  | \$ 205,419          |                                       | \$ 205,419          |
| 048 | William James Middle School                            | \$ 977,827          |                                       | \$ 977,827          |
| 049 | Kirkpatrick Middle School                              | \$ 2,786,286        | (\$25,000)                            | \$ 2,761,286        |
| 050 | McLean Middle School                                   | \$ 4,960,663        | (\$25,000)                            | \$ 4,935,663        |
| 051 | Meacham Middle School                                  | \$ 421,596          |                                       | \$ 421,596          |
| 052 | Meadowbrook Middle School                              | \$ 1,005,246        |                                       | \$ 1,005,246        |
| 053 | Monnig Middle School                                   | \$ 250,783          |                                       | \$ 250,783          |
| 054 | Morningside Middle School                              | \$ 1,924,747        |                                       | \$ 1,924,747        |
| 056 | Riverside Middle School                                | \$ 207,511          | (\$14,000)                            | \$ 193,511          |
| 057 | Rosemont Middle School                                 | \$ 471,521          |                                       | \$ 471,521          |
| 058 | W.C. Stripling Middle School                           | \$ 390,880          |                                       | \$ 390,880          |
| 059 | J. Martin Jacquet MS                                   | \$ 401,817          |                                       | \$ 401,817          |
| 060 | Wedgwood Middle School                                 | \$ 286,477          |                                       | \$ 286,477          |
| 061 | Leonard Middle School                                  | \$ 390,050          |                                       | \$ 390,050          |
| 062 | International Newcomer Acad / Applied Learning Academy | \$ 478,092          |                                       | \$ 478,092          |
| 063 | Como Montessori School                                 | \$ 2,495,445        |                                       | \$ 2,495,445        |
| 064 | Glencrest 6th Grade                                    | \$ 2,646,119        | (\$20,000)                            | \$ 2,626,119        |
| 067 | Rosemont 6th Grade                                     | \$ 2,165,607        |                                       | \$ 2,165,607        |
| 069 | McLean 6th Grade                                       | \$ 4,594,516        | (\$30,000)                            | \$ 4,564,516        |
| 070 | Jean McClung Middle School                             | \$ 133,464          |                                       | \$ 133,464          |
| 071 | Benbrook Middle School / Westpark ES (Conversion)      | \$ 9,065,625        | (\$200,000)                           | \$ 8,865,625        |
| 081 | Young Women's Leadership Academy                       | \$ 3,284,205        |                                       | \$ 3,284,205        |
| 082 | Texas Academy of Biomedical Sciences                   | \$ 224,101          |                                       | \$ 224,101          |
| 083 | Young Men's Leadership Academy                         | \$ 5,666,999        |                                       | \$ 5,666,999        |
| 084 | World Language Academy                                 | \$ 6,156            |                                       | \$ 6,156            |
| 087 | VPA/STEM   | \$ 51,722,571       |                                       | \$ 51,722,571       |
| 101 | Alice Carlson Applied Learning Center                  | \$ 124,581          |                                       | \$ 124,581          |
| 103 | Benbrook Elementary School                             | \$ 2,697,356        |                                       | \$ 2,697,356        |
| 104 | Boulevard Heights Elementary School                    | \$ 462,801          |                                       | \$ 462,801          |
| 105 | West Handley Elementary School                         | \$ 6,204,038        |                                       | \$ 6,204,038        |
| 107 | Burton Hill Elementary School                          | \$ 148,702          |                                       | \$ 148,702          |
| 110 | Carroll Peak Elementary School                         | \$ 86,371           |                                       | \$ 86,371           |
| 111 | Carter Park Elementary School                          | \$ 2,217,638        |                                       | \$ 2,217,638        |
| 114 | Manuel Jara Elementary School                          | \$ 183,327          |                                       | \$ 183,327          |
| 115 | George C. Clarke Elementary School                     | \$ 1,744,841        | (\$30,000)                            | \$ 1,714,841        |



# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org | Project                                    | Revised<br>05/08/18 | Transfer to<br>Program<br>Contingency | Revised<br>05/22/18 |
|-----|--|---------------------|---------------------------------------|---------------------|
| 116 | Lily B. Clayton Elementary School          | \$ 158,103          |                                       | \$ 158,103          |
| 117 | Como Elementary School                     | \$ 233,393          |                                       | \$ 233,393          |
| 118 | Hazel Harvey Peace Elementary School       | \$ 97,514           |                                       | \$ 97,514           |
| 119 | E.M. Daggett Elementary School             | \$ 3,070,209        |                                       | \$ 3,070,209        |
| 120 | Rufino Mendoza Elementary School           | \$ 2,422,193        |                                       | \$ 2,422,193        |
| 121 | DeZavala Elementary School                 | \$ 3,673,265        |                                       | \$ 3,673,265        |
| 122 | Diamond Hill Elementary School             | \$ 1,763,629        |                                       | \$ 1,763,629        |
| 123 | S.S. Dillow Elementary School              | \$ 208,715          |                                       | \$ 208,715          |
| 124 | Maude I. Logan Elementary School           | \$ 271,290          |                                       | \$ 271,290          |
| 125 | Eastern Hills Elementary School            | \$ 191,230          |                                       | \$ 191,230          |
| 126 | East Handley Elementary School             | \$ 2,345,315        |                                       | \$ 2,345,315        |
| 127 | Christene C. Moss Elementary School        | \$ 1,876,709        |                                       | \$ 1,876,709        |
| 129 | John T. White Elementary School            | \$ 84,752           |                                       | \$ 84,752           |
| 130 | Harlean Beal Elementary School             | \$ 253,876          |                                       | \$ 253,876          |
| 131 | Rosemont Elementary School                 | \$ 87,811           |                                       | \$ 87,811           |
| 132 | Glen Park Elementary School                | \$ 1,660,478        |                                       | \$ 1,660,478        |
| 133 | W. M. Green Elementary School              | \$ 4,668,103        |                                       | \$ 4,668,103        |
| 134 | Greenbriar Elementary School               | \$ 1,868,256        |                                       | \$ 1,868,256        |
| 135 | Van Zandt-Guinn Elementary School          | \$ 104,439          |                                       | \$ 104,439          |
| 137 | Hubbard Heights Elementary School          | \$ 127,052          |                                       | \$ 127,052          |
| 138 | H.V. Helbing Elementary                    | \$ 392,315          |                                       | \$ 392,315          |
| 139 | Milton L. Kirkpatrick Elementary School    | \$ 1,936,857        | (\$17,000)                            | \$ 1,919,857        |
| 141 | Meadowbrook Elementary                     | \$ 115,699          |                                       | \$ 115,699          |
| 143 | D. McRae Elementary School                 | \$ 137,571          |                                       | \$ 137,571          |
| 144 | Mitchell Boulevard Elementary School       | \$ 2,573,360        |                                       | \$ 2,573,360        |
| 146 | M.H. Moore Elementary School               | \$ 188,193          |                                       | \$ 188,193          |
| 147 | Morningside Elementary School              | \$ 185,734          |                                       | \$ 185,734          |
| 148 | Charles E. Nash Elementary School          | \$ 2,309,982        |                                       | \$ 2,309,982        |
| 149 | North Hi Mount Elementary School           | \$ 143,238          |                                       | \$ 143,238          |
| 150 | Oakhurst Elementary School                 | \$ 213,586          |                                       | \$ 213,586          |
| 151 | Natha Howell Elementary School             | \$ 142,516          |                                       | \$ 142,516          |
| 152 | Oaklawn Elementary School                  | \$ 221,420          |                                       | \$ 221,420          |
| 153 | A.M. Pate Elementary School                | \$ 154,566          |                                       | \$ 154,566          |
| 154 | M.L. Phillips Elementary School            | \$ 159,573          |                                       | \$ 159,573          |
| 156 | Ridglea Hills Elementary School            | \$ 2,333,018        |                                       | \$ 2,333,018        |
| 157 | Luella Merrett Elementary School           | \$ 3,240,550        |                                       | \$ 3,240,550        |
| 159 | Versia L. Williams Elementary School       | \$ 2,801,931        |                                       | \$ 2,801,931        |
| 160 | Maudrie M. Walton Elementary School        | \$ 142,839          |                                       | \$ 142,839          |
| 161 | Sam Rosen Elementary School                | \$ 1,907,868        |                                       | \$ 1,907,868        |
| 162 | Sagamore Hill Elementary School            | \$ 206,625          |                                       | \$ 206,625          |
| 163 | Bruce Shulkey Elementary School            | \$ 560,493          |                                       | \$ 560,493          |
| 165 | R.J. Wilson Elementary School              | \$ 1,475,234        | (\$70,000)                            | \$ 1,405,234        |
| 166 | South Hi Mount Elementary School           | \$ 227,889          |                                       | \$ 227,889          |
| 167 | South Hills Elementary School              | \$ 136,932          |                                       | \$ 136,932          |
| 168 | Springdale Elementary School               | \$ 3,430,289        |                                       | \$ 3,430,289        |
| 169 | Sunrise-McMillan Elementary School         | \$ 2,431,493        |                                       | \$ 2,431,493        |
| 171 | Tanglewood Elementary School               | \$ 6,678,771        |                                       | \$ 6,678,771        |
| 172 | W.J. Turner Elementary School              | \$ 209,058          |                                       | \$ 209,058          |
| 175 | Washington Heights Elementary School (New) | \$ 13,960,142       | (\$350,000)                           | \$ 13,610,142       |
| 176 | Waverly Park Elementary School             | \$ 298,687          |                                       | \$ 298,687          |
| 177 | Westcliff Elementary School                | \$ 128,595          |                                       | \$ 128,595          |
| 178 | Westcreek Elementary School                | \$ 529,748          |                                       | \$ 529,748          |
| 180 | Western Hills Elementary School            | \$ 4,779,743        |                                       | \$ 4,779,743        |
| 184 | Worth Heights Elementary School            | \$ 176,275          |                                       | \$ 176,275          |
| 186 | David K. Sellars Elementary School         | \$ 4,464,411        |                                       | \$ 4,464,411        |
| 187 | J.T. Stevens Elementary School             | \$ 273,078          |                                       | \$ 273,078          |

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org    | Project  | Revised<br>05/08/18   | Transfer to<br>Program<br>Contingency | Revised<br>05/22/18   |
|--------|--|-----------------------|---------------------------------------|-----------------------|
| 188    | Atwood McDonald Elementary School                                | \$ 2,292,271          |                                       | \$ 2,292,271          |
| 190    | Riverside Applied Learning Center                                | \$ 115,415            |                                       | \$ 115,415            |
| 194    | Daggett Montessori   | \$ 301,897            |                                       | \$ 301,897            |
| 206    | Bill Elliott Elementary School                                   | \$ 129,237            |                                       | \$ 129,237            |
| 208    | T.A. Sims Elementary School                                      | \$ 140,477            |                                       | \$ 140,477            |
| 209    | Edward J. Briscoe Elementary                                     | \$ 106,018            |                                       | \$ 106,018            |
| 216    | Woodway Elementary School  | \$ 1,543,184          |                                       | \$ 1,543,184          |
| 217    | I.M. Terrell Elementary School                                   | \$ 137,810            |                                       | \$ 137,810            |
| 219    | Lowery Road Elementary School                                    | \$ 6,001,478          |                                       | \$ 6,001,478          |
| 220    | Alice Contreras Elementary School                                | \$ 1,583,669          |                                       | \$ 1,583,669          |
| 221    | Western Hills Primary  | \$ 442,005            |                                       | \$ 442,005            |
| 222    | L. Clifford Davis Elementary School                              | \$ 406,763            |                                       | \$ 406,763            |
| 223    | Cesar Chavez Primary   | \$ 131,996            |                                       | \$ 131,996            |
| 224    | M. G. Ellis Primary  | \$ 267,096            |                                       | \$ 267,096            |
| 225    | Bonnie Brae Elementary School                                    | \$ 124,486            |                                       | \$ 124,486            |
| 226    | Seminary Hills Park Elementary School                            | \$ 181,382            |                                       | \$ 181,382            |
| 227    | Dolores Huerta Elementary School                                 | \$ 179,203            |                                       | \$ 179,203            |
| 241    | Westpark Elementary School (New)                                 | \$ 19,342,020         | (\$285,000)                           | \$ 19,057,020         |
| 259    | Van Zandt-Guinn Elementary School                                | \$ 12,277,573         |                                       | \$ 12,277,573         |
| 350    | Adult Education Center   | \$ 16,043             |                                       | \$ 16,043             |
| 834    | Wilkerson-Greines Athletic Fields                                | \$ 164,282            |                                       | \$ 164,282            |
| 835    | Farrington Athletic Field  | \$ 155,855            |                                       | \$ 155,855            |
| 836    | Scarborough-Handley Athletic Field                               | \$ 1,623,826          |                                       | \$ 1,623,826          |
| BP 028 | Final amounts per school to be finalized upon contract execution | \$ 2,180,560          |                                       | \$ 2,180,560          |
| 000    | Reimbursement to General Fund for Purchase of YWLA               | \$ 4,453,537          |                                       | \$ 4,453,537          |
| B44    | Other Program Costs  | \$ 300,000            |                                       | \$ 300,000            |
| 999    | Indirect Cost Redistribution - Prop 1                            | \$ 21,408,509         |                                       | \$ 21,408,509         |
| 999    | Indirect Cost Redistribution - Prop 2                            | \$ 2,531,256          |                                       | \$ 2,531,256          |
| B45    | Construction Escalation Allowance - Prop 1                       | \$ -                  |                                       | \$ -                  |
| B45    | Construction Escalation Allowance - Prop 2                       | \$ 1,050,000          |                                       | \$ 1,050,000          |
| B47    | Owner's Program Contingency - Prop 1                             | \$ 178,281            | \$1,626,000                           | \$ 1,804,281          |
| B47    | Owner's Program Contingency - Prop 2                             | \$ 1,523,992          |                                       | \$ 1,523,992          |
| OCP    | Contingency from Scope Adjustments                               | \$ -                  |                                       | \$ -                  |
| OFC    | Funds Associated with Additions to be Built at Other Campuses    | \$ -                  |                                       | \$ -                  |
| CSA    | Contingency Set Aside for Additional Indirect Costs              | \$ -                  |                                       | \$ -                  |
| ADA    | ADA Compliance Contingency                                       | \$ 11,259             |                                       | \$ 11,259             |
| FFE    | FF&E Contingency   | \$ 154,724            |                                       | \$ 154,724            |
| TEC    | Contingency Transfer from Technology                             | \$ 697,292            |                                       | \$ 697,292            |
| SSC    | Safety & Security Contingency                                    | \$ 602,337            |                                       | \$ 602,337            |
|        |  | <b>\$ 362,217,788</b> |                                       | <b>\$ 362,217,788</b> |
|        | Technology Assessment  | \$ 99,990,835         |                                       | \$ 99,990,835         |
|        | Proposition 3  | \$ 30,000,000         |                                       | \$ 30,000,000         |
|        | <b>2013 CIP Grand Total</b>                                      | <b>\$ 492,208,622</b> |                                       | <b>\$ 492,208,622</b> |

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE BUDGET AMENDMENT TO INCREASE BUDGET AT BID PACKAGE 131 TEA 186 DAVID K. SELLARS ELEMENTARY SCHOOL IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On January 14, 2014, the Board of Education (BOE) approved the budget for the 2013 Capital Improvement Program, including the budget for TEA 186 David K. Sellars Elementary School. Executed and projected costs at this campus have exceeded its original budget. Additional funding from program contingency in the amount of \$30,000 is being requested to purchase a higher amperage power inverter for the storm shelter in the new addition. This will provide power in case of electrical outage for necessary utilities such as restrooms, HVAC and lights.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Amendment and Increase of Budget at Bid Package 131 TEA 186 David K. Sellars Elementary School In The 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Increase of Budget at Bid Package 131 TEA 186 David K. Sellars Elementary School In The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment and Increase of Budget at Bid Package 131 TEA 186 David K. Sellars Elementary School In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B47-999-99-000-000000- \$ 30,000

**COST:**

\$ 30,000

**VENDOR:**

TBD

**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 186 David K. Sellars Elementary School

**RATIONALE:**

Additional funding is being requested to supplement this campus and allow procurement of forthcoming contracts

**INFORMATION SOURCE:**

Vicki Burris  
Elsie Schiro  
Randy Cofer

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org | Project  | Revised<br>05/22/18 | TEA 186 | Revised<br>05/22/18 |
|-----|--|---------------------|---------|---------------------|
| 001 | Amon Carter - Riverside High School                    | \$ 11,381,062       |         | \$ 11,381,062       |
| 002 | Arlington Heights High School                          | \$ 8,857,306        |         | \$ 8,857,306        |
| 003 | South Hills High School                                | \$ 7,742,718        |         | \$ 7,742,718        |
| 004 | Diamond Hill-Jarvis High School                        | \$ 7,267,723        |         | \$ 7,267,723        |
| 005 | Dunbar High School                                     | \$ 3,971,155        |         | \$ 3,971,155        |
| 006 | Eastern Hills High School                              | \$ 1,750,813        |         | \$ 1,750,813        |
| 008 | North Side High School                                 | \$ 1,526,946        |         | \$ 1,526,946        |
| 009 | Polytechnic High School                                | \$ 6,932,915        |         | \$ 6,932,915        |
| 010 | Paschal High School                                    | \$ 12,697,654       |         | \$ 12,697,654       |
| 011 | Trimble Technical High School                          | \$ 2,485,111        |         | \$ 2,485,111        |
| 014 | Southwest High School                                  | \$ 2,082,991        |         | \$ 2,082,991        |
| 015 | Western Hills High School                              | \$ 6,251,656        |         | \$ 6,251,656        |
| 016 | O.D. Wyatt High School                                 | \$ 2,552,657        |         | \$ 2,552,657        |
| 018 | Middle Level Learning Center                           | \$ 84,577           |         | \$ 84,577           |
| 019 | Metro Opportunity High School                          | \$ 104,386          |         | \$ 104,386          |
| 026 | Jo Kelly School  | \$ 98,191           |         | \$ 98,191           |
| 042 | Daggett Middle School                                  | \$ 201,461          |         | \$ 201,461          |
| 043 | Wedgwood Sixth Grade School                            | \$ 3,076,821        |         | \$ 3,076,821        |
| 044 | Elder Middle School                                    | \$ 3,659,287        |         | \$ 3,659,287        |
| 045 | Forest Oak Middle School                               | \$ 758,633          |         | \$ 758,633          |
| 047 | Handley Middle School                                  | \$ 205,419          |         | \$ 205,419          |
| 048 | William James Middle School                            | \$ 977,827          |         | \$ 977,827          |
| 049 | Kirkpatrick Middle School                              | \$ 2,761,286        |         | \$ 2,761,286        |
| 050 | McLean Middle School                                   | \$ 4,935,663        |         | \$ 4,935,663        |
| 051 | Meacham Middle School                                  | \$ 421,596          |         | \$ 421,596          |
| 052 | Meadowbrook Middle School                              | \$ 1,005,246        |         | \$ 1,005,246        |
| 053 | Monnig Middle School                                   | \$ 250,783          |         | \$ 250,783          |
| 054 | Morningside Middle School                              | \$ 1,924,747        |         | \$ 1,924,747        |
| 056 | Riverside Middle School                                | \$ 193,511          |         | \$ 193,511          |
| 057 | Rosemont Middle School                                 | \$ 471,521          |         | \$ 471,521          |
| 058 | W.C. Stripling Middle School                           | \$ 390,880          |         | \$ 390,880          |
| 059 | J. Martin Jacquet MS                                   | \$ 401,817          |         | \$ 401,817          |
| 060 | Wedgwood Middle School                                 | \$ 286,477          |         | \$ 286,477          |
| 061 | Leonard Middle School                                  | \$ 390,050          |         | \$ 390,050          |
| 062 | International Newcomer Acad / Applied Learning Academy | \$ 478,092          |         | \$ 478,092          |
| 063 | Como Montessori School                                 | \$ 2,495,445        |         | \$ 2,495,445        |
| 064 | Glencrest 6th Grade                                    | \$ 2,626,119        |         | \$ 2,626,119        |
| 067 | Rosemont 6th Grade                                     | \$ 2,165,607        |         | \$ 2,165,607        |
| 069 | McLean 6th Grade                                       | \$ 4,564,516        |         | \$ 4,564,516        |
| 070 | Jean McClung Middle School                             | \$ 133,464          |         | \$ 133,464          |
| 071 | Benbrook Middle School / Westpark ES (Conversion)      | \$ 8,865,625        |         | \$ 8,865,625        |
| 081 | Young Women's Leadership Academy                       | \$ 3,284,205        |         | \$ 3,284,205        |
| 082 | Texas Academy of Biomedical Sciences                   | \$ 224,101          |         | \$ 224,101          |
| 083 | Young Men's Leadership Academy                         | \$ 5,666,999        |         | \$ 5,666,999        |
| 084 | World Language Academy                                 | \$ 6,156            |         | \$ 6,156            |
| 087 | VPA/STEM   | \$ 52,722,571       |         | \$ 52,722,571       |
| 101 | Alice Carlson Applied Learning Center                  | \$ 124,581          |         | \$ 124,581          |
| 103 | Benbrook Elementary School                             | \$ 2,697,356        |         | \$ 2,697,356        |
| 104 | Boulevard Heights Elementary School                    | \$ 462,801          |         | \$ 462,801          |
| 105 | West Handley Elementary School                         | \$ 6,204,038        |         | \$ 6,204,038        |
| 107 | Burton Hill Elementary School                          | \$ 148,702          |         | \$ 148,702          |
| 110 | Carroll Peak Elementary School                         | \$ 86,371           |         | \$ 86,371           |
| 111 | Carter Park Elementary School                          | \$ 2,217,638        |         | \$ 2,217,638        |
| 114 | Manuel Jara Elementary School                          | \$ 183,327          |         | \$ 183,327          |
| 115 | George C. Clarke Elementary School                     | \$ 1,714,841        |         | \$ 1,714,841        |

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org | Project                                    | Revised<br>05/22/18 | TEA 186  | Revised<br>05/22/18 |
|-----|--|---------------------|----------|---------------------|
| 116 | Lily B. Clayton Elementary School          | \$ 158,103          |          | \$ 158,103          |
| 117 | Como Elementary School                     | \$ 233,393          |          | \$ 233,393          |
| 118 | Hazel Harvey Peace Elementary School       | \$ 97,514           |          | \$ 97,514           |
| 119 | E.M. Daggett Elementary School             | \$ 3,070,209        |          | \$ 3,070,209        |
| 120 | Rufino Mendoza Elementary School           | \$ 2,422,193        |          | \$ 2,422,193        |
| 121 | DeZavala Elementary School                 | \$ 3,673,265        |          | \$ 3,673,265        |
| 122 | Diamond Hill Elementary School             | \$ 1,763,629        |          | \$ 1,763,629        |
| 123 | S.S. Dillow Elementary School              | \$ 208,715          |          | \$ 208,715          |
| 124 | Maude I. Logan Elementary School           | \$ 271,290          |          | \$ 271,290          |
| 125 | Eastern Hills Elementary School            | \$ 191,230          |          | \$ 191,230          |
| 126 | East Handley Elementary School             | \$ 2,345,315        |          | \$ 2,345,315        |
| 127 | Christene C. Moss Elementary School        | \$ 1,876,709        |          | \$ 1,876,709        |
| 129 | John T. White Elementary School            | \$ 84,752           |          | \$ 84,752           |
| 130 | Harlean Beal Elementary School             | \$ 253,876          |          | \$ 253,876          |
| 131 | Rosemont Elementary School                 | \$ 87,811           |          | \$ 87,811           |
| 132 | Glen Park Elementary School                | \$ 1,660,478        |          | \$ 1,660,478        |
| 133 | W. M. Green Elementary School              | \$ 4,668,103        |          | \$ 4,668,103        |
| 134 | Greenbriar Elementary School               | \$ 1,868,256        |          | \$ 1,868,256        |
| 135 | Van Zandt-Guinn Elementary School          | \$ 104,439          |          | \$ 104,439          |
| 137 | Hubbard Heights Elementary School          | \$ 127,052          |          | \$ 127,052          |
| 138 | H.V. Helbing Elementary                    | \$ 392,315          |          | \$ 392,315          |
| 139 | Milton L. Kirkpatrick Elementary School    | \$ 1,919,857        |          | \$ 1,919,857        |
| 141 | Meadowbrook Elementary                     | \$ 115,699          |          | \$ 115,699          |
| 143 | D. McRae Elementary School                 | \$ 137,571          |          | \$ 137,571          |
| 144 | Mitchell Boulevard Elementary School       | \$ 2,573,360        |          | \$ 2,573,360        |
| 146 | M.H. Moore Elementary School               | \$ 188,193          |          | \$ 188,193          |
| 147 | Morningside Elementary School              | \$ 185,734          |          | \$ 185,734          |
| 148 | Charles E. Nash Elementary School          | \$ 2,309,982        |          | \$ 2,309,982        |
| 149 | North Hi Mount Elementary School           | \$ 143,238          |          | \$ 143,238          |
| 150 | Oakhurst Elementary School                 | \$ 213,586          |          | \$ 213,586          |
| 151 | Natha Howell Elementary School             | \$ 142,516          |          | \$ 142,516          |
| 152 | Oaklawn Elementary School                  | \$ 221,420          |          | \$ 221,420          |
| 153 | A.M. Pate Elementary School                | \$ 154,566          |          | \$ 154,566          |
| 154 | M.L. Phillips Elementary School            | \$ 159,573          |          | \$ 159,573          |
| 156 | Ridglea Hills Elementary School            | \$ 2,333,018        |          | \$ 2,333,018        |
| 157 | Luella Merrett Elementary School           | \$ 3,240,550        |          | \$ 3,240,550        |
| 159 | Versia L. Williams Elementary School       | \$ 2,801,931        |          | \$ 2,801,931        |
| 160 | Maudrie M. Walton Elementary School        | \$ 142,839          |          | \$ 142,839          |
| 161 | Sam Rosen Elementary School                | \$ 1,907,868        |          | \$ 1,907,868        |
| 162 | Sagamore Hill Elementary School            | \$ 206,625          |          | \$ 206,625          |
| 163 | Bruce Shulkey Elementary School            | \$ 560,493          |          | \$ 560,493          |
| 165 | R.J. Wilson Elementary School              | \$ 1,405,234        |          | \$ 1,405,234        |
| 166 | South Hi Mount Elementary School           | \$ 227,889          |          | \$ 227,889          |
| 167 | South Hills Elementary School              | \$ 136,932          |          | \$ 136,932          |
| 168 | Springdale Elementary School               | \$ 3,430,289        |          | \$ 3,430,289        |
| 169 | Sunrise-McMillan Elementary School         | \$ 2,431,493        |          | \$ 2,431,493        |
| 171 | Tanglewood Elementary School               | \$ 6,678,771        |          | \$ 6,678,771        |
| 172 | W.J. Turner Elementary School              | \$ 209,058          |          | \$ 209,058          |
| 175 | Washington Heights Elementary School (New) | \$ 13,610,142       |          | \$ 13,610,142       |
| 176 | Waverly Park Elementary School             | \$ 298,687          |          | \$ 298,687          |
| 177 | Westcliff Elementary School                | \$ 128,595          |          | \$ 128,595          |
| 178 | Westcreek Elementary School                | \$ 529,748          |          | \$ 529,748          |
| 180 | Western Hills Elementary School            | \$ 4,779,743        |          | \$ 4,779,743        |
| 184 | Worth Heights Elementary School            | \$ 176,275          |          | \$ 176,275          |
| 186 | David K. Sellars Elementary School         | \$ 4,464,411        | \$30,000 | \$ 4,494,411        |
| 187 | J.T. Stevens Elementary School             | \$ 273,078          |          | \$ 273,078          |

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org    | Project  | Revised<br>05/22/18   | TEA 186    | Revised<br>05/22/18   |
|--------|--|-----------------------|------------|-----------------------|
| 188    | Atwood McDonald Elementary School                                | \$ 2,292,271          |            | \$ 2,292,271          |
| 190    | Riverside Applied Learning Center                                | \$ 115,415            |            | \$ 115,415            |
| 194    | Daggett Montessori   | \$ 301,897            |            | \$ 301,897            |
| 206    | Bill Elliott Elementary School                                   | \$ 129,237            |            | \$ 129,237            |
| 208    | T.A. Sims Elementary School                                      | \$ 140,477            |            | \$ 140,477            |
| 209    | Edward J. Briscoe Elementary                                     | \$ 106,018            |            | \$ 106,018            |
| 216    | Woodway Elementary School  | \$ 1,543,184          |            | \$ 1,543,184          |
| 217    | I.M. Terrell Elementary School                                   | \$ 137,810            |            | \$ 137,810            |
| 219    | Lowery Road Elementary School                                    | \$ 6,001,478          |            | \$ 6,001,478          |
| 220    | Alice Contreras Elementary School                                | \$ 1,583,669          |            | \$ 1,583,669          |
| 221    | Western Hills Primary  | \$ 442,005            |            | \$ 442,005            |
| 222    | L. Clifford Davis Elementary School                              | \$ 406,763            |            | \$ 406,763            |
| 223    | Cesar Chavez Primary   | \$ 131,996            |            | \$ 131,996            |
| 224    | M. G. Ellis Primary  | \$ 267,096            |            | \$ 267,096            |
| 225    | Bonnie Brae Elementary School                                    | \$ 124,486            |            | \$ 124,486            |
| 226    | Seminary Hills Park Elementary School                            | \$ 181,382            |            | \$ 181,382            |
| 227    | Dolores Huerta Elementary School                                 | \$ 179,203            |            | \$ 179,203            |
| 241    | Westpark Elementary School (New)                                 | \$ 19,057,020         |            | \$ 19,057,020         |
| 259    | Van Zandt-Guinn Elementary School                                | \$ 12,277,573         |            | \$ 12,277,573         |
| 350    | Adult Education Center   | \$ 16,043             |            | \$ 16,043             |
| 834    | Wilkerson-Greines Athletic Fields                                | \$ 164,282            |            | \$ 164,282            |
| 835    | Farrington Athletic Field  | \$ 155,855            |            | \$ 155,855            |
| 836    | Scarborough-Handley Athletic Field                               | \$ 1,623,826          |            | \$ 1,623,826          |
| BP 028 | Final amounts per school to be finalized upon contract execution | \$ 2,180,560          |            | \$ 2,180,560          |
| 000    | Reimbursement to General Fund for Purchase of YWLA               | \$ 4,453,537          |            | \$ 4,453,537          |
| B44    | Other Program Costs  | \$ 300,000            |            | \$ 300,000            |
| 999    | Indirect Cost Redistribution - Prop 1                            | \$ 21,408,509         |            | \$ 21,408,509         |
| 999    | Indirect Cost Redistribution - Prop 2                            | \$ 2,531,256          |            | \$ 2,531,256          |
| B45    | Construction Escalation Allowance - Prop 1                       | \$ -                  |            | \$ -                  |
| B45    | Construction Escalation Allowance - Prop 2                       | \$ 1,050,000          |            | \$ 1,050,000          |
| B47    | Owner's Program Contingency - Prop 1                             | \$ 1,754,281          | (\$30,000) | \$ 1,724,281          |
| B47    | Owner's Program Contingency - Prop 2                             | \$ 523,992            |            | \$ 523,992            |
| 0CP    | Contingency from Scope Adjustments                               | \$ -                  |            | \$ -                  |
| 0FC    | Funds Associated with Additions to be Built at Other Campuses    | \$ -                  |            | \$ -                  |
| CSA    | Contingency Set Aside for Additional Indirect Costs              | \$ -                  |            | \$ -                  |
| ADA    | ADA Compliance Contingency                                       | \$ 11,259             |            | \$ 11,259             |
| FFE    | FF&E Contingency   | \$ 154,724            |            | \$ 154,724            |
| TEC    | Contingency Transfer from Technology                             | \$ 697,292            |            | \$ 697,292            |
| SSC    | Safety & Security Contingency                                    | \$ 602,337            |            | \$ 602,337            |
|        |  | <b>\$ 362,217,788</b> |            | <b>\$ 362,217,788</b> |
|        | Technology Assessment  | \$ 99,990,835         |            | \$ 99,990,835         |
|        | Proposition 3  | \$ 30,000,000         |            | \$ 30,000,000         |
|        | <b>2013 CIP Grand Total</b>                                      | <b>\$ 492,208,622</b> |            | <b>\$ 492,208,622</b> |

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE BUDGET AMDENDMENT AND BUDGET INCREASE FOR BID PACKAGE 018 WEDGWOOD 6<sup>TH</sup> GRADE (RFP 15-036) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On October 25, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager At-Risk (CMAR) for the 2013 Capital Improvement Program CMAR Package #005 (RFP 15-036) Bid Package 018 including TEA 003 South Hills High School, TEA 014 Southwest High School, and TEA 043 Wedgwood 6<sup>th</sup> Grade. Negotiations with Bartlett Cocke General Contractors, LLC were completed and a contract was issued and executed between the District and Bartlett Cocke General Contractors, LLC. Additional funding from Program Contingency in the amount not to exceed \$50,000 is being requested to run a new domestic waterline and replace the existing hot water heater in the kitchen area. CIP is requesting the transfer of \$50,000 from Program Contingency to fund the associated change orders.

| Description       | BOE Date | Current Budget | Changes     | Revised Budget |
|-------------------|----------|----------------|-------------|----------------|
| Original Contract | 10/25/16 | \$7,840,105    | -           | \$7,840,105    |
| Budget Increase   | 08/15/17 | \$7,840,105    | \$235,000   | \$8,075,105    |
| Budget Increase   | 09/26/17 | \$8,075,105    | \$590,000   | \$8,665,105    |
| Budget Decrease   | 11/14/17 | \$8,665,105    | (\$150,000) | \$8,515,105    |
| Budget Increase   | 01/23/18 | \$8,515,105    | \$40,000    | \$8,555,105    |
| Budget Increase   | 03/20/18 | \$8,555,105    | \$280,000   | \$8,835,105    |
| Budget Increase   | 04/10/18 | \$8,835,105    | \$410,000   | \$9,245,105    |
| Budget Increase   | 05/22/18 | \$9,245,105    | \$50,000    | \$9,295,105    |
| Total:            |          |                | \$1,455,000 |                |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Amendment and Budget Increase for Bid Package 018 Wedgwood 6<sup>th</sup> Grade (RFP 15-036) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Budget Increase for Bid Package 018 Wedgwood 6<sup>th</sup> Grade (RFP 15-036) in the 2013 Capital Improvement Program
3. Remand to staff for further study



**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment and Budget Increase for Bid Package 018 Wedgwood 6th Grade (RFP 15-036) in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B47-999-99-000-000000- \$ 50,000

**COST:**

Not-To-Exceed \$50,000

**VENDOR:**

Bartlett Cocke General Contractors, LLC

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 043 Wedgwood 6<sup>th</sup> Grade

**RATIONALE:**

A budget amendment and budget increase is needed to a fund change orders in a not-to-exceed amount of \$50,000 which cannot be covered with the available funds within the General Contractor's Agreement.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org | Project  | Revised<br>05/22/18 | BP018    | Revised<br>05/22/18 |
|-----|--|---------------------|----------|---------------------|
| 001 | Amon Carter - Riverside High School                    | \$ 11,381,062       |          | \$ 11,381,062       |
| 002 | Arlington Heights High School                          | \$ 8,857,306        |          | \$ 8,857,306        |
| 003 | South Hills High School                                | \$ 7,742,718        |          | \$ 7,742,718        |
| 004 | Diamond Hill-Jarvis High School                        | \$ 7,267,723        |          | \$ 7,267,723        |
| 005 | Dunbar High School                                     | \$ 3,971,155        |          | \$ 3,971,155        |
| 006 | Eastern Hills High School                              | \$ 1,750,813        |          | \$ 1,750,813        |
| 008 | North Side High School                                 | \$ 1,526,946        |          | \$ 1,526,946        |
| 009 | Polytechnic High School                                | \$ 6,932,915        |          | \$ 6,932,915        |
| 010 | Paschal High School                                    | \$ 12,697,654       |          | \$ 12,697,654       |
| 011 | Trimble Technical High School                          | \$ 2,485,111        |          | \$ 2,485,111        |
| 014 | Southwest High School                                  | \$ 2,082,991        |          | \$ 2,082,991        |
| 015 | Western Hills High School                              | \$ 6,251,656        |          | \$ 6,251,656        |
| 016 | O.D. Wyatt High School                                 | \$ 2,552,657        |          | \$ 2,552,657        |
| 018 | Middle Level Learning Center                           | \$ 84,577           |          | \$ 84,577           |
| 019 | Metro Opportunity High School                          | \$ 104,386          |          | \$ 104,386          |
| 026 | Jo Kelly School  | \$ 98,191           |          | \$ 98,191           |
| 042 | Daggett Middle School                                  | \$ 201,461          |          | \$ 201,461          |
| 043 | Wedgwood Sixth Grade School                            | \$ 3,026,821        | \$50,000 | \$ 3,076,821        |
| 044 | Elder Middle School                                    | \$ 3,659,287        |          | \$ 3,659,287        |
| 045 | Forest Oak Middle School                               | \$ 758,633          |          | \$ 758,633          |
| 047 | Handley Middle School                                  | \$ 205,419          |          | \$ 205,419          |
| 048 | William James Middle School                            | \$ 977,827          |          | \$ 977,827          |
| 049 | Kirkpatrick Middle School                              | \$ 2,761,286        |          | \$ 2,761,286        |
| 050 | McLean Middle School                                   | \$ 4,935,663        |          | \$ 4,935,663        |
| 051 | Meacham Middle School                                  | \$ 421,596          |          | \$ 421,596          |
| 052 | Meadowbrook Middle School                              | \$ 1,005,246        |          | \$ 1,005,246        |
| 053 | Monnig Middle School                                   | \$ 250,783          |          | \$ 250,783          |
| 054 | Morningside Middle School                              | \$ 1,924,747        |          | \$ 1,924,747        |
| 056 | Riverside Middle School                                | \$ 193,511          |          | \$ 193,511          |
| 057 | Rosemont Middle School                                 | \$ 471,521          |          | \$ 471,521          |
| 058 | W.C. Stripling Middle School                           | \$ 390,880          |          | \$ 390,880          |
| 059 | J. Martin Jacquet MS                                   | \$ 401,817          |          | \$ 401,817          |
| 060 | Wedgwood Middle School                                 | \$ 286,477          |          | \$ 286,477          |
| 061 | Leonard Middle School                                  | \$ 390,050          |          | \$ 390,050          |
| 062 | International Newcomer Acad / Applied Learning Academy | \$ 478,092          |          | \$ 478,092          |
| 063 | Como Montessori School                                 | \$ 2,495,445        |          | \$ 2,495,445        |
| 064 | Glencrest 6th Grade                                    | \$ 2,626,119        |          | \$ 2,626,119        |
| 067 | Rosemont 6th Grade                                     | \$ 2,165,607        |          | \$ 2,165,607        |
| 069 | McLean 6th Grade                                       | \$ 4,564,516        |          | \$ 4,564,516        |
| 070 | Jean McClung Middle School                             | \$ 133,464          |          | \$ 133,464          |
| 071 | Benbrook Middle School / Westpark ES (Conversion)      | \$ 8,865,625        |          | \$ 8,865,625        |
| 081 | Young Women's Leadership Academy                       | \$ 3,284,205        |          | \$ 3,284,205        |
| 082 | Texas Academy of Biomedical Sciences                   | \$ 224,101          |          | \$ 224,101          |
| 083 | Young Men's Leadership Academy                         | \$ 5,666,999        |          | \$ 5,666,999        |
| 084 | World Language Academy                                 | \$ 6,156            |          | \$ 6,156            |
| 087 | VPA/STEM   | \$ 51,722,571       |          | \$ 51,722,571       |
| 101 | Alice Carlson Applied Learning Center                  | \$ 124,581          |          | \$ 124,581          |
| 103 | Benbrook Elementary School                             | \$ 2,697,356        |          | \$ 2,697,356        |
| 104 | Boulevard Heights Elementary School                    | \$ 462,801          |          | \$ 462,801          |
| 105 | West Handley Elementary School                         | \$ 6,204,038        |          | \$ 6,204,038        |
| 107 | Burton Hill Elementary School                          | \$ 148,702          |          | \$ 148,702          |
| 110 | Carroll Peak Elementary School                         | \$ 86,371           |          | \$ 86,371           |
| 111 | Carter Park Elementary School                          | \$ 2,217,638        |          | \$ 2,217,638        |
| 114 | Manuel Jara Elementary School                          | \$ 183,327          |          | \$ 183,327          |
| 115 | George C. Clarke Elementary School                     | \$ 1,714,841        |          | \$ 1,714,841        |

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org | Project                                    | Revised<br>05/22/18 | BP018 | Revised<br>05/22/18 |
|-----|--|---------------------|-------|---------------------|
| 116 | Lily B. Clayton Elementary School          | \$ 158,103          |       | \$ 158,103          |
| 117 | Como Elementary School                     | \$ 233,393          |       | \$ 233,393          |
| 118 | Hazel Harvey Peace Elementary School       | \$ 97,514           |       | \$ 97,514           |
| 119 | E.M. Daggett Elementary School             | \$ 3,070,209        |       | \$ 3,070,209        |
| 120 | Rufino Mendoza Elementary School           | \$ 2,422,193        |       | \$ 2,422,193        |
| 121 | DeZavala Elementary School                 | \$ 3,673,265        |       | \$ 3,673,265        |
| 122 | Diamond Hill Elementary School             | \$ 1,763,629        |       | \$ 1,763,629        |
| 123 | S.S. Dillow Elementary School              | \$ 208,715          |       | \$ 208,715          |
| 124 | Maude I. Logan Elementary School           | \$ 271,290          |       | \$ 271,290          |
| 125 | Eastern Hills Elementary School            | \$ 191,230          |       | \$ 191,230          |
| 126 | East Handley Elementary School             | \$ 2,345,315        |       | \$ 2,345,315        |
| 127 | Christene C. Moss Elementary School        | \$ 1,876,709        |       | \$ 1,876,709        |
| 129 | John T. White Elementary School            | \$ 84,752           |       | \$ 84,752           |
| 130 | Harlean Beal Elementary School             | \$ 253,876          |       | \$ 253,876          |
| 131 | Rosemont Elementary School                 | \$ 87,811           |       | \$ 87,811           |
| 132 | Glen Park Elementary School                | \$ 1,660,478        |       | \$ 1,660,478        |
| 133 | W. M. Green Elementary School              | \$ 4,668,103        |       | \$ 4,668,103        |
| 134 | Greenbriar Elementary School               | \$ 1,868,256        |       | \$ 1,868,256        |
| 135 | Van Zandt-Guinn Elementary School          | \$ 104,439          |       | \$ 104,439          |
| 137 | Hubbard Heights Elementary School          | \$ 127,052          |       | \$ 127,052          |
| 138 | H.V. Helbing Elementary                    | \$ 392,315          |       | \$ 392,315          |
| 139 | Milton L. Kirkpatrick Elementary School    | \$ 1,919,857        |       | \$ 1,919,857        |
| 141 | Meadowbrook Elementary                     | \$ 115,699          |       | \$ 115,699          |
| 143 | D. McRae Elementary School                 | \$ 137,571          |       | \$ 137,571          |
| 144 | Mitchell Boulevard Elementary School       | \$ 2,573,360        |       | \$ 2,573,360        |
| 146 | M.H. Moore Elementary School               | \$ 188,193          |       | \$ 188,193          |
| 147 | Morningside Elementary School              | \$ 185,734          |       | \$ 185,734          |
| 148 | Charles E. Nash Elementary School          | \$ 2,309,982        |       | \$ 2,309,982        |
| 149 | North Hi Mount Elementary School           | \$ 143,238          |       | \$ 143,238          |
| 150 | Oakhurst Elementary School                 | \$ 213,586          |       | \$ 213,586          |
| 151 | Natha Howell Elementary School             | \$ 142,516          |       | \$ 142,516          |
| 152 | Oaklawn Elementary School                  | \$ 221,420          |       | \$ 221,420          |
| 153 | A.M. Pate Elementary School                | \$ 154,566          |       | \$ 154,566          |
| 154 | M.L. Phillips Elementary School            | \$ 159,573          |       | \$ 159,573          |
| 156 | Ridglea Hills Elementary School            | \$ 2,333,018        |       | \$ 2,333,018        |
| 157 | Luella Merrett Elementary School           | \$ 3,240,550        |       | \$ 3,240,550        |
| 159 | Versia L. Williams Elementary School       | \$ 2,801,931        |       | \$ 2,801,931        |
| 160 | Maudrie M. Walton Elementary School        | \$ 142,839          |       | \$ 142,839          |
| 161 | Sam Rosen Elementary School                | \$ 1,907,868        |       | \$ 1,907,868        |
| 162 | Sagamore Hill Elementary School            | \$ 206,625          |       | \$ 206,625          |
| 163 | Bruce Shulkey Elementary School            | \$ 560,493          |       | \$ 560,493          |
| 165 | R.J. Wilson Elementary School              | \$ 1,405,234        |       | \$ 1,405,234        |
| 166 | South Hi Mount Elementary School           | \$ 227,889          |       | \$ 227,889          |
| 167 | South Hills Elementary School              | \$ 136,932          |       | \$ 136,932          |
| 168 | Springdale Elementary School               | \$ 3,430,289        |       | \$ 3,430,289        |
| 169 | Sunrise-McMillan Elementary School         | \$ 2,431,493        |       | \$ 2,431,493        |
| 171 | Tanglewood Elementary School               | \$ 6,678,771        |       | \$ 6,678,771        |
| 172 | W.J. Turner Elementary School              | \$ 209,058          |       | \$ 209,058          |
| 175 | Washington Heights Elementary School (New) | \$ 13,610,142       |       | \$ 13,610,142       |
| 176 | Waverly Park Elementary School             | \$ 298,687          |       | \$ 298,687          |
| 177 | Westcliff Elementary School                | \$ 128,595          |       | \$ 128,595          |
| 178 | Westcreek Elementary School                | \$ 529,748          |       | \$ 529,748          |
| 180 | Western Hills Elementary School            | \$ 4,779,743        |       | \$ 4,779,743        |
| 184 | Worth Heights Elementary School            | \$ 176,275          |       | \$ 176,275          |
| 186 | David K. Sellars Elementary School         | \$ 4,464,411        |       | \$ 4,464,411        |
| 187 | J.T. Stevens Elementary School             | \$ 273,078          |       | \$ 273,078          |

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org    | Project  | Revised<br>05/22/18   | BP018      | Revised<br>05/22/18   |
|--------|--|-----------------------|------------|-----------------------|
| 188    | Atwood McDonald Elementary School                                | \$ 2,292,271          |            | \$ 2,292,271          |
| 190    | Riverside Applied Learning Center                                | \$ 115,415            |            | \$ 115,415            |
| 194    | Daggett Montessori   | \$ 301,897            |            | \$ 301,897            |
| 206    | Bill Elliott Elementary School                                   | \$ 129,237            |            | \$ 129,237            |
| 208    | T.A. Sims Elementary School                                      | \$ 140,477            |            | \$ 140,477            |
| 209    | Edward J. Briscoe Elementary                                     | \$ 106,018            |            | \$ 106,018            |
| 216    | Woodway Elementary School  | \$ 1,543,184          |            | \$ 1,543,184          |
| 217    | I.M. Terrell Elementary School                                   | \$ 137,810            |            | \$ 137,810            |
| 219    | Lowery Road Elementary School                                    | \$ 6,001,478          |            | \$ 6,001,478          |
| 220    | Alice Contreras Elementary School                                | \$ 1,583,669          |            | \$ 1,583,669          |
| 221    | Western Hills Primary  | \$ 442,005            |            | \$ 442,005            |
| 222    | L. Clifford Davis Elementary School                              | \$ 406,763            |            | \$ 406,763            |
| 223    | Cesar Chavez Primary   | \$ 131,996            |            | \$ 131,996            |
| 224    | M. G. Ellis Primary  | \$ 267,096            |            | \$ 267,096            |
| 225    | Bonnie Brae Elementary School                                    | \$ 124,486            |            | \$ 124,486            |
| 226    | Seminary Hills Park Elementary School                            | \$ 181,382            |            | \$ 181,382            |
| 227    | Dolores Huerta Elementary School                                 | \$ 179,203            |            | \$ 179,203            |
| 241    | Westpark Elementary School (New)                                 | \$ 19,057,020         |            | \$ 19,057,020         |
| 259    | Van Zandt-Guinn Elementary School                                | \$ 12,277,573         |            | \$ 12,277,573         |
| 350    | Adult Education Center   | \$ 16,043             |            | \$ 16,043             |
| 834    | Wilkerson-Greines Athletic Fields                                | \$ 164,282            |            | \$ 164,282            |
| 835    | Farrington Athletic Field  | \$ 155,855            |            | \$ 155,855            |
| 836    | Scarborough-Handley Athletic Field                               | \$ 1,623,826          |            | \$ 1,623,826          |
| BP 028 | Final amounts per school to be finalized upon contract execution | \$ 2,180,560          |            | \$ 2,180,560          |
| 000    | Reimbursement to General Fund for Purchase of YWLA               | \$ 4,453,537          |            | \$ 4,453,537          |
| B44    | Other Program Costs  | \$ 300,000            |            | \$ 300,000            |
| 999    | Indirect Cost Redistribution - Prop 1                            | \$ 21,408,509         |            | \$ 21,408,509         |
| 999    | Indirect Cost Redistribution - Prop 2                            | \$ 2,531,256          |            | \$ 2,531,256          |
| B45    | Construction Escalation Allowance - Prop 1                       | \$ -                  |            | \$ -                  |
| B45    | Construction Escalation Allowance - Prop 2                       | \$ 1,050,000          |            | \$ 1,050,000          |
| B47    | Owner's Program Contingency - Prop 1                             | \$ 1,804,281          | (\$50,000) | \$ 1,754,281          |
| B47    | Owner's Program Contingency - Prop 2                             | \$ 1,523,992          |            | \$ 1,523,992          |
| OCP    | Contingency from Scope Adjustments                               | \$ -                  |            | \$ -                  |
| OFC    | Funds Associated with Additions to be Built at Other Campuses    | \$ -                  |            | \$ -                  |
| CSA    | Contingency Set Aside for Additional Indirect Costs              | \$ -                  |            | \$ -                  |
| ADA    | ADA Compliance Contingency                                       | \$ 11,259             |            | \$ 11,259             |
| FFE    | FF&E Contingency   | \$ 154,724            |            | \$ 154,724            |
| TEC    | Contingency Transfer from Technology                             | \$ 697,292            |            | \$ 697,292            |
| SSC    | Safety & Security Contingency                                    | \$ 602,337            |            | \$ 602,337            |
|        |  | <b>\$ 362,217,788</b> |            | <b>\$ 362,217,788</b> |
|        | Technology Assessment  | \$ 99,990,835         |            | \$ 99,990,835         |
|        | Proposition 3  | \$ 30,000,000         |            | \$ 30,000,000         |
|        | <b>2013 CIP Grand Total</b>                                      | <b>\$ 492,208,622</b> |            | <b>\$ 492,208,622</b> |

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE BUDGET AMENDMENT AND BUDGET INCREASE FOR BID PACKAGE 043 I.M. TERRELL ACADEMY FOR STEM AND VPA (RFQ/RFP #15-035) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On July 19, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Con-Real|Turner for Phase 2 in the 2013 Capital Improvement Program Bid Package #043 (RFP#16-007) TEA 087 Performing and Fine Arts Academy and STEM Academy. Negotiations with Con-Real|Turner were completed and an agreement was issued and executed between the District and Con-Real|Turner for \$34,924,586. The current Not-To-Exceed (NTE) amount for this contract is \$39,094,586. This project is within the scope of Proposition 2 of the 2013 Capital Improvement Program.

Additional costs have been identified including the replacement of current kitchen equipment, water proofing and sealing the exterior of the west elevation of Building 1, and providing additional science lab casework. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$1,650,000 to execute change orders for the items noted above. CIP is requesting the transfer of \$1,000,000 from Proposition II Program Contingency to fund the associated change orders. The remaining \$650,000 can be funded from within the project budget.

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

| Description       | BOE Date | Current NTE Budget | Changes                                 | Revised NTE Budget |
|-------------------|----------|--------------------|---|--------------------|
| Original Contract | 07/19/16 | \$34,924,586       | -                                       | \$34,924,586       |
| Budget Increase   | 06/13/17 | \$34,924,586       | \$1,000,000                             | \$35,924,586       |
| Budget Increase   | 09/12/17 | \$35,924,586       | \$250,000                               | \$36,174,586       |
| Budget Increase   | 10/24/17 | \$36,174,586       | \$380,000                               | \$36,554,586       |
| Budget Increase   | 01/23/18 | \$36,554,586       | \$1,025,000                             | \$37,579,586       |
| Budget Increase   | 01/23/18 | \$37,579,586       | \$1,350,000<br>(Use of other resources) | \$38,929,586       |
| Budget Increase   | 04/10/18 | \$38,929,586       | \$165,000                               | \$39,094,586       |
| Budget Increase   | 05/22/18 | \$39,094,586       | \$1,650,000                             | \$40,744,586       |
| Total:            |          |                    | \$5,820,000                             |                    |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Amendment and Budget Increase for Bid Package 043 I.M. Terrell Academy for STEM and VPA (RFQ/RFP #15-035) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Budget Increase for Bid Package 043 I.M. Terrell Academy for STEM and VPA (RFQ/RFP #15-035) in the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment and Budget Increase for Bid Package 043 I.M. Terrell Academy for STEM and VPA (RFQ/RFP #15-035) in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B39-087-99-000-000000 - \$650,000

681-81-6629-B47-999-99-000-000000 - \$1,000,000

**COST:**

Not to Exceed \$1,650,000

**VENDOR:**

Con-Real|Turner

**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 087 I.M. Terrell Academy for STEM & VPA

**RATIONALE:**

A budget amendment and budget increase is needed to fund change orders in an amount not-to-exceed \$1,650,000 which cannot be covered with the available funds within the General Contractor's Agreement.

**INFORMATION SOURCE:**

Vicki D. Burris  
Gary Griffith  
Elsie Schiro  
Randy Cofer



# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org | Project  | Revised<br>05/22/18 | BP043       | Revised<br>05/22/18 |
|-----|--|---------------------|-------------|---------------------|
| 001 | Amon Carter - Riverside High School                    | \$ 11,381,062       |             | \$ 11,381,062       |
| 002 | Arlington Heights High School                          | \$ 8,857,306        |             | \$ 8,857,306        |
| 003 | South Hills High School                                | \$ 7,742,718        |             | \$ 7,742,718        |
| 004 | Diamond Hill-Jarvis High School                        | \$ 7,267,723        |             | \$ 7,267,723        |
| 005 | Dunbar High School                                     | \$ 3,971,155        |             | \$ 3,971,155        |
| 006 | Eastern Hills High School                              | \$ 1,750,813        |             | \$ 1,750,813        |
| 008 | North Side High School                                 | \$ 1,526,946        |             | \$ 1,526,946        |
| 009 | Polytechnic High School                                | \$ 6,932,915        |             | \$ 6,932,915        |
| 010 | Paschal High School                                    | \$ 12,697,654       |             | \$ 12,697,654       |
| 011 | Trimble Technical High School                          | \$ 2,485,111        |             | \$ 2,485,111        |
| 014 | Southwest High School                                  | \$ 2,082,991        |             | \$ 2,082,991        |
| 015 | Western Hills High School                              | \$ 6,251,656        |             | \$ 6,251,656        |
| 016 | O.D. Wyatt High School                                 | \$ 2,552,657        |             | \$ 2,552,657        |
| 018 | Middle Level Learning Center                           | \$ 84,577           |             | \$ 84,577           |
| 019 | Metro Opportunity High School                          | \$ 104,386          |             | \$ 104,386          |
| 026 | Jo Kelly School  | \$ 98,191           |             | \$ 98,191           |
| 042 | Daggett Middle School                                  | \$ 201,461          |             | \$ 201,461          |
| 043 | Wedgwood Sixth Grade School                            | \$ 3,076,821        |             | \$ 3,076,821        |
| 044 | Elder Middle School                                    | \$ 3,659,287        |             | \$ 3,659,287        |
| 045 | Forest Oak Middle School                               | \$ 758,633          |             | \$ 758,633          |
| 047 | Handley Middle School                                  | \$ 205,419          |             | \$ 205,419          |
| 048 | William James Middle School                            | \$ 977,827          |             | \$ 977,827          |
| 049 | Kirkpatrick Middle School                              | \$ 2,761,286        |             | \$ 2,761,286        |
| 050 | McLean Middle School                                   | \$ 4,935,663        |             | \$ 4,935,663        |
| 051 | Meacham Middle School                                  | \$ 421,596          |             | \$ 421,596          |
| 052 | Meadowbrook Middle School                              | \$ 1,005,246        |             | \$ 1,005,246        |
| 053 | Monnig Middle School                                   | \$ 250,783          |             | \$ 250,783          |
| 054 | Morningside Middle School                              | \$ 1,924,747        |             | \$ 1,924,747        |
| 056 | Riverside Middle School                                | \$ 193,511          |             | \$ 193,511          |
| 057 | Rosemont Middle School                                 | \$ 471,521          |             | \$ 471,521          |
| 058 | W.C. Stripling Middle School                           | \$ 390,880          |             | \$ 390,880          |
| 059 | J. Martin Jacquet MS                                   | \$ 401,817          |             | \$ 401,817          |
| 060 | Wedgwood Middle School                                 | \$ 286,477          |             | \$ 286,477          |
| 061 | Leonard Middle School                                  | \$ 390,050          |             | \$ 390,050          |
| 062 | International Newcomer Acad / Applied Learning Academy | \$ 478,092          |             | \$ 478,092          |
| 063 | Como Montessori School                                 | \$ 2,495,445        |             | \$ 2,495,445        |
| 064 | Glencrest 6th Grade                                    | \$ 2,626,119        |             | \$ 2,626,119        |
| 067 | Rosemont 6th Grade                                     | \$ 2,165,607        |             | \$ 2,165,607        |
| 069 | McLean 6th Grade                                       | \$ 4,564,516        |             | \$ 4,564,516        |
| 070 | Jean McClung Middle School                             | \$ 133,464          |             | \$ 133,464          |
| 071 | Benbrook Middle School / Westpark ES (Conversion)      | \$ 8,865,625        |             | \$ 8,865,625        |
| 081 | Young Women's Leadership Academy                       | \$ 3,284,205        |             | \$ 3,284,205        |
| 082 | Texas Academy of Biomedical Sciences                   | \$ 224,101          |             | \$ 224,101          |
| 083 | Young Men's Leadership Academy                         | \$ 5,666,999        |             | \$ 5,666,999        |
| 084 | World Language Academy                                 | \$ 6,156            |             | \$ 6,156            |
| 087 | VPA/STEM   | \$ 51,722,571       | \$1,000,000 | \$ 52,722,571       |
| 101 | Alice Carlson Applied Learning Center                  | \$ 124,581          |             | \$ 124,581          |
| 103 | Benbrook Elementary School                             | \$ 2,697,356        |             | \$ 2,697,356        |
| 104 | Boulevard Heights Elementary School                    | \$ 462,801          |             | \$ 462,801          |
| 105 | West Handley Elementary School                         | \$ 6,204,038        |             | \$ 6,204,038        |
| 107 | Burton Hill Elementary School                          | \$ 148,702          |             | \$ 148,702          |
| 110 | Carroll Peak Elementary School                         | \$ 86,371           |             | \$ 86,371           |
| 111 | Carter Park Elementary School                          | \$ 2,217,638        |             | \$ 2,217,638        |
| 114 | Manuel Jara Elementary School                          | \$ 183,327          |             | \$ 183,327          |
| 115 | George C. Clarke Elementary School                     | \$ 1,714,841        |             | \$ 1,714,841        |

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org | Project                                    | Revised<br>05/22/18 | BP043 | Revised<br>05/22/18 |
|-----|--|---------------------|-------|---------------------|
| 116 | Lily B. Clayton Elementary School          | \$ 158,103          |       | \$ 158,103          |
| 117 | Como Elementary School                     | \$ 233,393          |       | \$ 233,393          |
| 118 | Hazel Harvey Peace Elementary School       | \$ 97,514           |       | \$ 97,514           |
| 119 | E.M. Daggett Elementary School             | \$ 3,070,209        |       | \$ 3,070,209        |
| 120 | Rufino Mendoza Elementary School           | \$ 2,422,193        |       | \$ 2,422,193        |
| 121 | DeZavala Elementary School                 | \$ 3,673,265        |       | \$ 3,673,265        |
| 122 | Diamond Hill Elementary School             | \$ 1,763,629        |       | \$ 1,763,629        |
| 123 | S.S. Dillow Elementary School              | \$ 208,715          |       | \$ 208,715          |
| 124 | Maude I. Logan Elementary School           | \$ 271,290          |       | \$ 271,290          |
| 125 | Eastern Hills Elementary School            | \$ 191,230          |       | \$ 191,230          |
| 126 | East Handley Elementary School             | \$ 2,345,315        |       | \$ 2,345,315        |
| 127 | Christene C. Moss Elementary School        | \$ 1,876,709        |       | \$ 1,876,709        |
| 129 | John T. White Elementary School            | \$ 84,752           |       | \$ 84,752           |
| 130 | Harlean Beal Elementary School             | \$ 253,876          |       | \$ 253,876          |
| 131 | Rosemont Elementary School                 | \$ 87,811           |       | \$ 87,811           |
| 132 | Glen Park Elementary School                | \$ 1,660,478        |       | \$ 1,660,478        |
| 133 | W. M. Green Elementary School              | \$ 4,668,103        |       | \$ 4,668,103        |
| 134 | Greenbriar Elementary School               | \$ 1,868,256        |       | \$ 1,868,256        |
| 135 | Van Zandt-Guinn Elementary School          | \$ 104,439          |       | \$ 104,439          |
| 137 | Hubbard Heights Elementary School          | \$ 127,052          |       | \$ 127,052          |
| 138 | H.V. Helbing Elementary                    | \$ 392,315          |       | \$ 392,315          |
| 139 | Milton L. Kirkpatrick Elementary School    | \$ 1,919,857        |       | \$ 1,919,857        |
| 141 | Meadowbrook Elementary                     | \$ 115,699          |       | \$ 115,699          |
| 143 | D. McRae Elementary School                 | \$ 137,571          |       | \$ 137,571          |
| 144 | Mitchell Boulevard Elementary School       | \$ 2,573,360        |       | \$ 2,573,360        |
| 146 | M.H. Moore Elementary School               | \$ 188,193          |       | \$ 188,193          |
| 147 | Morningside Elementary School              | \$ 185,734          |       | \$ 185,734          |
| 148 | Charles E. Nash Elementary School          | \$ 2,309,982        |       | \$ 2,309,982        |
| 149 | North Hi Mount Elementary School           | \$ 143,238          |       | \$ 143,238          |
| 150 | Oakhurst Elementary School                 | \$ 213,586          |       | \$ 213,586          |
| 151 | Natha Howell Elementary School             | \$ 142,516          |       | \$ 142,516          |
| 152 | Oaklawn Elementary School                  | \$ 221,420          |       | \$ 221,420          |
| 153 | A.M. Pate Elementary School                | \$ 154,566          |       | \$ 154,566          |
| 154 | M.L. Phillips Elementary School            | \$ 159,573          |       | \$ 159,573          |
| 156 | Ridglea Hills Elementary School            | \$ 2,333,018        |       | \$ 2,333,018        |
| 157 | Luella Merrett Elementary School           | \$ 3,240,550        |       | \$ 3,240,550        |
| 159 | Versia L. Williams Elementary School       | \$ 2,801,931        |       | \$ 2,801,931        |
| 160 | Maudrie M. Walton Elementary School        | \$ 142,839          |       | \$ 142,839          |
| 161 | Sam Rosen Elementary School                | \$ 1,907,868        |       | \$ 1,907,868        |
| 162 | Sagamore Hill Elementary School            | \$ 206,625          |       | \$ 206,625          |
| 163 | Bruce Shulkey Elementary School            | \$ 560,493          |       | \$ 560,493          |
| 165 | R.J. Wilson Elementary School              | \$ 1,405,234        |       | \$ 1,405,234        |
| 166 | South Hi Mount Elementary School           | \$ 227,889          |       | \$ 227,889          |
| 167 | South Hills Elementary School              | \$ 136,932          |       | \$ 136,932          |
| 168 | Springdale Elementary School               | \$ 3,430,289        |       | \$ 3,430,289        |
| 169 | Sunrise-McMillan Elementary School         | \$ 2,431,493        |       | \$ 2,431,493        |
| 171 | Tanglewood Elementary School               | \$ 6,678,771        |       | \$ 6,678,771        |
| 172 | W.J. Turner Elementary School              | \$ 209,058          |       | \$ 209,058          |
| 175 | Washington Heights Elementary School (New) | \$ 13,610,142       |       | \$ 13,610,142       |
| 176 | Waverly Park Elementary School             | \$ 298,687          |       | \$ 298,687          |
| 177 | Westcliff Elementary School                | \$ 128,595          |       | \$ 128,595          |
| 178 | Westcreek Elementary School                | \$ 529,748          |       | \$ 529,748          |
| 180 | Western Hills Elementary School            | \$ 4,779,743        |       | \$ 4,779,743        |
| 184 | Worth Heights Elementary School            | \$ 176,275          |       | \$ 176,275          |
| 186 | David K. Sellars Elementary School         | \$ 4,464,411        |       | \$ 4,464,411        |
| 187 | J.T. Stevens Elementary School             | \$ 273,078          |       | \$ 273,078          |

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org    | Project  | Revised<br>05/22/18   | BP043         | Revised<br>05/22/18   |
|--------|--|-----------------------|---------------|-----------------------|
| 188    | Atwood McDonald Elementary School                                | \$ 2,292,271          |               | \$ 2,292,271          |
| 190    | Riverside Applied Learning Center                                | \$ 115,415            |               | \$ 115,415            |
| 194    | Daggett Montessori   | \$ 301,897            |               | \$ 301,897            |
| 206    | Bill Elliott Elementary School                                   | \$ 129,237            |               | \$ 129,237            |
| 208    | T.A. Sims Elementary School                                      | \$ 140,477            |               | \$ 140,477            |
| 209    | Edward J. Briscoe Elementary                                     | \$ 106,018            |               | \$ 106,018            |
| 216    | Woodway Elementary School  | \$ 1,543,184          |               | \$ 1,543,184          |
| 217    | I.M. Terrell Elementary School                                   | \$ 137,810            |               | \$ 137,810            |
| 219    | Lowery Road Elementary School                                    | \$ 6,001,478          |               | \$ 6,001,478          |
| 220    | Alice Contreras Elementary School                                | \$ 1,583,669          |               | \$ 1,583,669          |
| 221    | Western Hills Primary  | \$ 442,005            |               | \$ 442,005            |
| 222    | L. Clifford Davis Elementary School                              | \$ 406,763            |               | \$ 406,763            |
| 223    | Cesar Chavez Primary   | \$ 131,996            |               | \$ 131,996            |
| 224    | M. G. Ellis Primary  | \$ 267,096            |               | \$ 267,096            |
| 225    | Bonnie Brae Elementary School                                    | \$ 124,486            |               | \$ 124,486            |
| 226    | Seminary Hills Park Elementary School                            | \$ 181,382            |               | \$ 181,382            |
| 227    | Dolores Huerta Elementary School                                 | \$ 179,203            |               | \$ 179,203            |
| 241    | Westpark Elementary School (New)                                 | \$ 19,057,020         |               | \$ 19,057,020         |
| 259    | Van Zandt-Guinn Elementary School                                | \$ 12,277,573         |               | \$ 12,277,573         |
| 350    | Adult Education Center   | \$ 16,043             |               | \$ 16,043             |
| 834    | Wilkerson-Greines Athletic Fields                                | \$ 164,282            |               | \$ 164,282            |
| 835    | Farrington Athletic Field  | \$ 155,855            |               | \$ 155,855            |
| 836    | Scarborough-Handley Athletic Field                               | \$ 1,623,826          |               | \$ 1,623,826          |
| BP 028 | Final amounts per school to be finalized upon contract execution | \$ 2,180,560          |               | \$ 2,180,560          |
| 000    | Reimbursement to General Fund for Purchase of YWLA               | \$ 4,453,537          |               | \$ 4,453,537          |
| B44    | Other Program Costs  | \$ 300,000            |               | \$ 300,000            |
| 999    | Indirect Cost Redistribution - Prop 1                            | \$ 21,408,509         |               | \$ 21,408,509         |
| 999    | Indirect Cost Redistribution - Prop 2                            | \$2,531,256           |               | \$2,531,256           |
| B45    | Construction Escalation Allowance - Prop 1                       | \$ -                  |               | \$ -                  |
| B45    | Construction Escalation Allowance - Prop 2                       | \$ 1,050,000          |               | \$ 1,050,000          |
| B47    | Owner's Program Contingency - Prop 1                             | \$ 1,754,281          |               | \$ 1,754,281          |
| B47    | Owner's Program Contingency - Prop 2                             | \$ 1,523,992          | (\$1,000,000) | \$ 523,992            |
| 0CP    | Contingency from Scope Adjustments                               | \$ -                  |               | \$ -                  |
| 0FC    | Funds Associated with Additions to be Built at Other Campuses    | \$ -                  |               | \$ -                  |
| CSA    | Contingency Set Aside for Additional Indirect Costs              | \$ -                  |               | \$ -                  |
| ADA    | ADA Compliance Contingency                                       | \$ 11,259             |               | \$ 11,259             |
| FFE    | FF&E Contingency   | \$ 154,724            |               | \$ 154,724            |
| TEC    | Contingency Transfer from Technology                             | \$ 697,292            |               | \$ 697,292            |
| SSC    | Safety & Security Contingency                                    | \$ 602,337            |               | \$ 602,337            |
|        |  | <b>\$ 362,217,788</b> |               | <b>\$ 362,217,788</b> |
|        | Technology Assessment  | \$ 99,990,835         |               | \$ 99,990,835         |
|        | Proposition 3  | \$ 30,000,000         |               | \$ 30,000,000         |
|        | <b>2013 CIP Grand Total</b>                                      | <b>\$ 492,208,622</b> |               | <b>\$ 492,208,622</b> |

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 017B PASCHAL HIGH SCHOOL (RFCSP #17-010) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On February 28, 2017 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract for general contractor of the 2013 Capital Improvement Program Bid Package 017B (RFCSP#17-010). This bid package includes finishes at TEA 010 Paschal High School’s Field House. Negotiations with Dennett Contractors were completed and a contract was issued between the District and Dennett Contractors for \$965,279. Additional costs have been associated with increasing the diameter of the existing gas pipe to accommodate all four unit heaters in the lobby and gym areas and an upgrade to the floor sealer which includes non-slip grit be applied to the field house floor. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$25,000 to execute change orders for the items noted above. This change order can be funded from within the project budgets and therefore does not require the use of program contingency.

| Description       | BOE Date | Current Budget | Amount Requested | Revised Budget |
|-------------------|----------|----------------|------------------|----------------|
| Original Contract | 02/28/17 | \$965,279      | -                | \$965,279      |
| Budget Increase   | 11/14/17 | \$965,279      | \$35,000         | \$1,000,279    |
| Budget Increase   | 05/22/18 | \$1,000,279    | \$25,000         | \$1,025,279    |
|                   |          | Total:         | \$60,000         |                |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Increase For Bid Package 017B Paschal High School (RFCSP#17-010) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase For Bid Package 017B Paschal High School (RFCSP#17-010) in the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Increase For Bid Package 017B Paschal High School (RFCSP#17-010) in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B39-010-99-000-000000 - \$ 25,000

**COST:**

\$25,000

**VENDOR:**

Dennett Contractors

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

TEA 010 Paschal High School

**RATIONALE:**

A change order in a not-to-exceed amount of \$25,000 which cannot be covered with the available funds within the General Contractor's Agreement is required to fund the scope changes. This change order will be funded from within the campus budgets and therefore does not require the use of Program Contingency.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 020 EAST  
HANDLEY ELEMENTARY SCHOOL (RFCSP #17-003) IN THE 2013  
CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On March 21, 2017 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract for general contractor of the 2013 Capital Improvement Program Bid Package 020 (RFCSP#17-003). This bid package includes several campus projects including a new kitchen/cafeteria at TEA 126 East Handley Elementary School along with renovation work mainly consisting of emergency and exterior lighting. Negotiations with MDI Inc. General Contractors were completed and a contract was issued between the District and MDI Inc. General Contractors.

Additional costs have been identified at TEA 126 East Handley Elementary School associated with the requirement for pier casing due to unanticipated water penetration, installation of an independent water line to supply the fire sprinkler system, upgrade to finishes to provide cleanable, sanitary surfaces and installation of fire rated doors in cafeteria per fire code. CIP is requesting a budget increase of a not-to-exceed amount of \$30,000 to execute change orders for the items noted above. This budget increase can be funded from within the project budget and therefore does not require the use of program contingency.

| Description       | BOE Date | Current Budget | Changes  | Revised Budget |
|-------------------|----------|----------------|----------|----------------|
| Original Contract | 03/21/17 | \$2,739,000    | -        | \$2,739,000    |
| Budget Increase   | 11/14/17 | \$2,739,000    | \$25,000 | \$2,764,000    |
| Budget Increase   | 12/12/17 | \$2,764,000    | \$35,000 | \$2,799,000    |
| Budget Increase   | 05/22/18 | \$2,799,000    | \$30,000 | \$2,829,000    |
| Total:            |          |                | \$90,000 |                |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Increase For Bid Package 020 East Handley Elementary School (RFCSP#17-003) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase For Bid Package 020 East Handley Elementary School (RFCSP#17-003) in the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Increase For Bid Package 020 East Handley Elementary School (RFCSP#17-003) in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B39-126-99-000-000000 - \$ 30,000

**COST:**

\$30,000

**VENDOR:**

MDI Inc. General Contractors

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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



**PARTICIPATING SCHOOL/DEPARTMENTS**

TEA 126 East Handley Elementary School

**RATIONALE:**

A budget increase is needed to fund future changes in a not-to-exceed amount of \$30,000 which cannot be covered with the available funds within the General Contractor's Agreement. This increase will be funded from within the campus budget and therefore does not require the use of Program Contingency.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: CLOSEOUT OF THE CONTRACT WITH REEDER+SUMMIT JOINT VENTURE FOR BID PACKAGE 012 (RFCSP #17-005) 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 012 (RFCSP 17-005). This Bid Package consisted of construction services at TEA 005, Dunbar High School, TEA 059, J. Martin Jaquet Middle School, TEA 083, Young Men’s Leadership Academy, TEA 124, Maude Logan Elementary School, and TEA 160, Maudrie Walton Elementary School. The work commenced on December 21, 2016, and was substantially completed on August 21, 2017, as inspected by the A/E firm, KAI. Reeder+Summit Joint Venture 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 Reeder+Summit Joint Venture will be in the amount of \$301,045.71.

|                                  |                |                                   |          |
|----------------------------------|----------------|-----------------------------------|----------|
| <b>Original Contract Amount:</b> | \$5,800,000.00 | <b>Original Contract Time:</b>    | 234 Days |
| <b>Previous Change Orders:</b>   | \$312,652.00   | <b>Days Added in Previous CO:</b> | 0 Days   |
| <b>Final Change Order:</b>       | (\$23,243.00)  | <b>Final Change Order Time:</b>   | 9 Days   |
| <b>Final Contract Amount:</b>    | \$6,089,409.00 | <b>Final Contract Time:</b>       | 243 Days |
| <b>Previously Paid:</b>          | \$5,788,363.29 |                                   |          |
| <b>Final Payment Due:</b>        | \$301,045.71   |                                   |          |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Closeout of The Contract With Reeder+Summit Joint Venture For Bid Package 012 (RFCSP #17-005) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With Reeder+Summit Joint Venture For Bid Package 012 (RFCSP #17-005) 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 Reeder+Summit Joint Venture For Bid Package 012 (RFCSP #17-005) And Authorization of Final Payment In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

|                              |   |
|------------------------------|---|
| Select Funding Source<br>CIP | 681.00.2116.000.000.00.000.000000 - \$ 301,045.71 |
|------------------------------|---|

**COST:**

The final payment to Reeder+Summit Joint Venture will be in the amount of \$ 301,045.71.

**VENDOR:**

Reeder+Summit Joint Venture

**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 005 Dunbar High School  
TEA 059 J. Martin Jacquet Middle School  
TEA 083 Young Men's Leadership Academy  
TEA 124 Maude Logan Elementary School  
TEA 160 Maudrie Walton Elementary School

**RATIONALE:**

Reeder+Summit Joint Venture has completed all work as required per the terms of their construction contract, work has been inspected by KAI 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

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: CLOSEOUT OF THE CONTRACT WITH REEDER+SUMMIT JOINT VENTURE FOR BID PACKAGE 056 (RFCSP #17-065) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On February 28, 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 056 (RFCSP 17-065). This Bid Package consisted of construction services at TEA 111, Carter Park Elementary School. The work commenced on July 17, 2017, and was substantially completed on January 10, 2018, as inspected by the A/E firm, Corgan Associates. Reeder+Summit Joint Venture 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 Reeder+Summit Joint Venture will be in the amount of \$91,402.21.

|                                  |                |                                   |          |
|----------------------------------|----------------|-----------------------------------|----------|
| <b>Original Contract Amount:</b> | \$1,797,000.00 | <b>Original Contract Time:</b>    | 180 Days |
| <b>Previous Change Orders:</b>   | \$48,544.03    | <b>Days Added in Previous CO:</b> | 0 Days   |
| <b>Final Change Order:</b>       | (\$875.05)     | <b>Final Change Order Time:</b>   | 0 Days   |
| <b>Final Contract Amount:</b>    | \$1,844,668.98 | <b>Final Contract Time:</b>       | 180 Days |
| <b>Previously Paid:</b>          | \$1,753,266.77 |                                   |          |
| <b>Final Payment Due:</b>        | \$91,402.21    |                                   |          |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Closeout of The Contract With Reeder+Summit Joint Venture For Bid Package 056 (RFCSP #17-065) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With Reeder+Summit Joint Venture For Bid Package 056 (RFCSP #17-065) 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 Reeder+Summit Joint Venture For Bid Package 056 (RFCSP #17-065) And Authorization of Final Payment In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 681-00-2116-000-000-00-000-000000 \$ 91,402.21

**COST:**

The final payment to Reeder+Summit Joint Venture will be in the amount of \$ 91,402.21

**VENDOR:**

Reeder+Summit Joint Venture

**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 111 Carter Park Elementary School

**RATIONALE:**

Reeder+Summit Joint Venture has completed all work as required per the terms of their construction contract, work has been inspected by Corgan Associates 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

**CONSENT AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: AUTHORIZATION TO ENTER INTO CONTRACTS FOR ENVIRONMENTAL AND HAZMAT CONSULTING SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

As a result of the 2017 Bond Election, the District issued a Request for Qualifications (RFQ 18-035) entitled “Environmental and HAZMAT Consulting Services for the 2017 Capital Improvement Program” with the following schedule of events:

| <b>Event</b>                         | <b>Date</b>    |
|--------------------------------------|----------------|
| RFQ Issued                           | March 26, 2018 |
| Deadline for Submission of Questions | April 5, 2018  |
| Statements of Qualifications Due     | April 17, 2018 |
| Selection Notification               | May 22, 2018   |

On April 17, 2018, the District received 15 Statements of Qualifications (SOQs) from firms in response to the RFQ. All 15 of the SOQs were deemed responsive and compliant with the RFQ requirements.

- Alpha Testing, Inc.
- Amec Foster Wheeler Environment & Infrastructure, Inc.
- Dougherty Sprague Enterprises, Inc.
- ERC Environmental & Construction Services, Inc.
- Giles Engineering Associates
- Icon Environmental Consultants
- LCA Environmental, Inc.
- NewFields Environmental & Engineering, LLC
- Pass Associates, Inc.
- Primera Professional Services Group LLC
- Professional Services, Inc. (PSI)
- Sigma Environmental Solutions, Inc.
- Terracon Consultants, Inc.
- The Vertex Companies, Inc.
- TRC Environmental Corporation



The evaluation resulted in the recommendation of 10 firms for environmental and HAZMAT consulting services to support the 2017 Capital Improvement Program as follows:

|  |   |
|--|---|
| Alpha Testing, Inc.                    | Pass Associates, Inc.                   |
| Dougherty Sprague Enterprises, Inc.    | Primera Professional Services Group LLC |
| ERC Env. & Construction Services, Inc. | Professional Services, Inc. (PSI)       |
| Icon Environmental Consultants         | Sigma Environmental Solutions, Inc.     |
| LCA Environmental, Inc.                | Terracon Consultants, Inc.              |

In accordance with Texas Government Code §2254.004, staff recommends that the Board approve the firms identified above as qualified providers of environmental and HAZMAT consultant services based on demonstrated competence and qualifications; and authorize the CIP department to enter into contracts for these services in support of the 2017 Capital Improvement Program.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization To Enter Into Contracts For Environmental And HAZMAT Consulting Services For The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into Contracts For Environmental And HAZMAT Consulting Services For The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Enter Into Contracts For Environmental And HAZMAT Consulting Services For The 2017 Capital Improvement Program

**FUNDING SOURCE**

***Additional Details***

CIP

671.81.6629.H38.XXX.99.000.000000

**COST:**

Not to Exceed \$3,375,430 for the duration of the 2017 Capital Improvement Program. Funds will be utilized within the location budget and if additional funds are needed a request for approval to use program contingency funds will be submitted.

**VENDOR:**

Alpha Testing, Inc.  
Dougherty Sprague Enterprises, Inc.\*  
ERC Env. & Construction Services, Inc.  
Icon Environmental Consultants\*  
LCA Environmental, Inc.\*

Pass Associates, Inc.\*  
Primera Professional Services Group LLC  
Professional Services, Inc. (PSI)  
Sigma Environmental Solutions, Inc.\*  
Terracon Consultants, Inc.

\*Denotes HUB Firm

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 18-035  
Number of Bid/Proposals Received: 15  
HUB Firms: 5

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

Environmental and HAZMAT consulting services are necessary to support the design services for the 2017 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter into contracts for these services will enable the District to move forward with the procurement of the 2017 CIP projects.

**INFORMATION SOURCE:**

Vicki D. Burris

**ACTION AGENDA ITEM  
BOARD MEETING  
May 22, 2018**

**TOPIC: APPROVE THE CHANGE OF SCOPE FOR TEA 071 BENBROOK MIDDLE - HIGH SCHOOL BASEBALL AND SOFTBALL FIELDS FROM NATURAL TURF TO SYNTHETIC TURF IN THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

Approve the Change in Scope to increase the budget for the Benbrook Baseball/Softball Complex to include the installation of synthetic turf in lieu of natural grass at both the baseball and softball fields. The installation of these state-of-the-art fields provides a new venue for competitive play for teams within the District, from neighboring districts, and public use requiring a superior play surface for tournament play and/or as an option for weather impacted play on natural grass fields. The intent is that the baseball field will be operated for use by the District year-round whereas the softball field will be used during softball season only, with intent it will be operated by the City of Benbrook outside of the District softball season.

There are several major advantages for synthetic turf for fields expected to have heavy usage and to host more competitive play. First and foremost, a synthetic turf field provides a superior surface that is resilient with less maintenance needs. In addition, it provides for a more attractive field of play by others, beyond the District's use, allowing for a revenue stream that will help offset the initial premium. Lastly, the surface's inherent superior drainage and durability allows for the fields to be in demand by many teams looking for an option to game cancellation due to inclement weather.

**Advantages of Synthetic Turf vs Natural Grass:**

- Less environmental impact
- No pesticides or fertilizer needed
- Dependable play surface providing consistent ball play
- Stockpiles of maintenance materials are not necessary
- Layer protection not necessary (tarps)
- Uniforms last longer
- Baseballs stay whiter
- Drainage afforded by the turf allows play in wet weather
- Baselines and other markings stay permanent and look better
- Newer materials offer grass-like playability
- Extended usability, year-round availability
- Reduced maintenance (1/10 to 1/20<sup>th</sup> the maintenance)
- No irrigation required hence saves water
- Payback reported to be 5-10 years

While it is difficult to justify the total difference in cost of the two options there is a potential to rent the Softball and Baseball fields to others at a rate of approximately \$900.00 per game. Although it is impractical to expect that the rental income would offset the added cost of installation, it certainly contributes toward it. With the baseball field available throughout the year it could have the potential to generate significant income. The softball field being only available to the district during the season has less impact.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Change Of Scope For Tea 071 Benbrook Middle - High School Baseball And Softball Fields From Natural Turf To Synthetic Turf In The 2017 Capital Improvement Program
2. Decline to Approve The Change Of Scope For Tea 071 Benbrook Middle - High School Baseball And Softball Fields From Natural Turf To Synthetic Turf In The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Board Decision

**FUNDING SOURCE**

*Additional Details*

CIP

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

**COST:**

Not To Exceed \$900,000.00

**VENDOR:**

Not Applicable

## **PURCHASING MECHANISM**

Not a purchase

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

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 071 Benbrook Middle - High School

### **RATIONALE:**

The installation of these state-of-the-art fields provides a new venue for competitive play for teams within the District, from neighboring districts, and public use requiring a superior play surface for tournament play and/or as an option for weather impacted play on natural grass fields. There are several major advantages for synthetic turf for fields expected to have heavy usage and to host more competitive play:

---Provides a superior surface that is resilient with less maintenance needs.

---Provides for a more attractive field of play by others, beyond the District's use, allowing for a revenue stream that will help offset the initial premium.

---Provides a surface with inherent superior drainage and durability allowing for the fields to be in demand by many teams looking for an option to game cancellation due to inclement weather.

Additional funding is being requested to supplement the original budget.

### **INFORMATION SOURCE:**

Vicki Burris

**ACTION AGENDA ITEM  
BOARD MEETING  
MAY 22, 2018**

**TOPIC: APPROVE SECOND READING - REVISION TO BOARD POLICY DNA (LOCAL), EI (LOCAL), EIC (LOCAL), EIF (LOCAL), EJ (LOCAL), AND EL (LOCAL)**

**BACKGROUND:**

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

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Second Reading - Revision to Board Policy DNA (LOCAL), EI (LOCAL), EIC (LOCAL), EIF (LOCAL), EJ (LOCAL), and EL (LOCAL)
2. Decline to Approve Second Reading - Revision to Board Policy DNA (LOCAL), EI (LOCAL), EIC (LOCAL), EIF (LOCAL), EJ (LOCAL), and EL (LOCAL)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Second Reading - Revision to Board Policy DNA (LOCAL), EI (LOCAL), EIC (LOCAL), EIF (LOCAL), EJ (LOCAL), and EL (LOCAL)

|                              |                           |
|------------------------------|---------------------------|
| <b><u>FUNDING SOURCE</u></b> | <i>Additional Details</i> |
|------------------------------|---------------------------|

|         |                |
|---------|----------------|
| No Cost | Not Applicable |
|---------|----------------|

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All schools and departments.

**RATIONALE:**

The approval of these policies will update the language as recommended by TASB.

**INFORMATION SOURCE:**

Board Policy Committee  
Sammy Monge  
Mia Hall



# Board Policy Update

- **DNA(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF TEACHERS**

## **RATIONALE**

District Administration recommends updates to this Board Policy to ensure alignment with current evaluation policies and practices, to include the District's T-TESS Manual. References to DNA(REGULATION) and DNA(EXHIBIT) have been included to further assist policy users.

PERFORMANCE APPRAISAL  
EVALUATION OF TEACHERS

DNA  
(LOCAL)

|                      |  |
|----------------------|--|
| APPRAISAL SYSTEM     | The formal appraisal of District teachers shall be in accordance with the Texas Teacher Evaluation and Support System (T-TESS) unless otherwise designated by an appraiser with District approval.<br><u>[See DNA(REGULATION)]</u>   |
| GENERAL REQUIREMENTS | District teachers shall be appraised annually.<br><br>Components of the appraisal process, such as classroom observations and walk-throughs, shall be conducted more frequently as necessary to ensure that teachers receive appropriate guidance.<br><br>The District shall establish an appraisal calendar each year.<br><br>The Board shall approve a list of certified appraisers.   |
| T-TESS               | The formal observation for a teacher's appraisal shall be scheduled in accordance with T-TESS guidelines.  |
| FORMAL OBSERVATION   |  |
| SECOND APPRAISAL     | The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.<br><br>Upon a teacher's request for a second appraiser, the Superintendent or designee shall select the second appraiser from a <del>pre-</del> <u>established Board-approved</u> roster of trained appraisers.<br><br>The formal observation for a second appraisal shall be scheduled in accordance with <u>the district's T-TESS manual and appraisal timeline guidelines. [See DNA(EXHIBIT)]</u> |
| GRIEVANCES           | Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).  |

# Board Policy Update

## ➤ **EI(LOCAL): ACADEMIC ACHIEVEMENT**

### **RATIONALE**

District Administration recommends that this local policy be amended to allow students to earn credit for both semesters of a year-long course when the average of the two semesters is a 70 or higher.

Currently, if a student fails the first semester, but passes the second semester with an average of 70 for both semesters, the student earns credit for both semesters. However, if the student passes the first semester, but fails the second semester, the student only earns credit for the first semester, regardless of the average of both semesters.

This change will allow students to earn credits for both semesters when the average of the two semester is a 70, regardless of which semester the student passes.

ACADEMIC ACHIEVEMENT

EI  
(LOCAL)

CERTIFICATE OF  
COURSEWORK  
COMPLETION

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

PARTIAL CREDIT

~~When a student passes the first semester and fails the second semester of a two-semester course, the District shall award credit only for the first semester, regardless of the combined average of the two semesters.~~ When a student earns a passing grade in only one semester of a two-semester course and the combined average for the two-semester course is lower than 70, the District shall award the student credit for the semester with the passing grade. The student shall be required to retake only the semester in which he or she earned the failing grade.

FULL CREDIT

~~When a student fails the first semester of a two-semester course, the District shall award credit for both semesters if the student passes the second semester with a grade high enough so that the combined average of the two semesters is 70 or higher.~~ When a student's combined average for the two semesters of a course is 70 or higher, the student shall be awarded credit for both semesters even if the grade for one semester is below 70.

DRAFT

# Board Policy Update

## ➤ **EIC(LOCAL): ACADEMIC ACHIEVEMENT – CLASS RANKING**

### **RATIONALE**

District Administration recommends that this local policy be amended to allow high school courses taken in middle school, specifically AP World Language courses to be included in the calculation of GPA and class rank. Currently, the District excludes the grades that a student earns in high school courses taken in middle school.

A group of stakeholders, including students, parents, teachers, campus-based and central-based administrators met to review academic-related policies and guidelines. The group recommended that the District include grades earned by middle school students in high school courses in the calculation of GPA and class rank. Because not all middle schools currently offer the same high school courses, Administration recommends that the District only include grades earned in AP world language courses taken in middle school in the calculation of GPA and class rank. The change would take place with students entering the 6<sup>th</sup> grade in the 2018-2019 school year.

Each school district determines if they will recognize a valedictorian and salutatorian and the criteria students must meet to be eligible for these honors. The District currently recognizes the student with the highest GPA and the second-highest GPA as the Valedictorian and Salutatorian, respectively. In order to be eligible for these honors, students must have attended the same high school for the two years preceding graduation.

Administration recommends streamlining the language to clarify this criteria. No substantive changes are recommended.

MIA HALL, DIRECTOR

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

|   |   |
|---|---|
|   | <p>The District shall apply the same rules for class rank calculation and local graduation honors to all students in a graduating class, regardless of the school year in which a student entered grade 9.</p>  |
| CALCULATION                             | <p>The District shall include in the calculation of class rank grades earned in all high school credit courses taken in grades 9–12. <b>Beginning with the graduating class of 2025, the District shall also include in the calculation of class rank semester grades earned before grade 9 in advanced placement (AP) courses.</b></p>   |
| EXCLUSIONS                              | <p>The calculation of class rank shall exclude grades earned in or by a local credit course; a course for which a pass/fail grade is assigned; credit by examination, with or without prior instruction, and grades earned prior to grade 9.</p> <p>In addition, the calculation of class rank shall exclude grades earned through distance learning and traditional correspondence courses, as well as in dual credit courses taken through a college with which the District does not have a partnership agreement.</p> |
| BEGINNING WITH GRADUATING CLASS OF 2021 | <p>Beginning with students in the graduating class of 2021, the District shall allow each student, at the time of course enrollment, to designate for exclusion from the class rank calculation up to two semester grades earned in grades 11 and 12 in any eligible course or courses. The District shall annually publish in appropriate District publications a list of courses eligible for exclusion by a student, along with procedural rules and deadline.</p>   |
| WEIGHTED GRADE SYSTEM                   | <p>The District shall categorize and weight courses as Tier I, Tier II, and Tier III in accordance with provisions of this policy.</p>  |
| CATEGORIES                              |   |
| TIER I                                  | <p>Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier I courses. The courses shall include <del>Advanced Placement (AP)</del> AP courses, International Baccalaureate (IB) courses, dual credit courses, any courses for which a Tier I course is a prerequisite, and other District-designated courses.</p>   |
| TIER II                                 | <p>Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier II courses. The courses shall include high school Pre-AP courses, Pre-IB courses, and other courses locally designated as honors courses.</p>  |
| TIER III                                | <p>All other eligible courses shall be designated as Tier III courses.</p>  |

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

WEIGHTED GRADE  
POINT AVERAGE

The District shall convert semester grade points and shall calculate a weighted grade point average (GPA) in accordance with the following chart:

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

TRANSFERRED  
GRADES

When a student transfers grades for properly documented courses from an accredited U.S. or foreign public or private institution, the District shall assign weight to those grades based on the categories and grade weight system used by the District if similar or equivalent courses are offered to the same class of students in the District.

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

LOCAL GRADUATION  
HONORS

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

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

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law.

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LE-GAL)]

VALEDICTORIAN  
AND SALUTATORIAN

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

1. Have completed ~~the Recommended Program, the Advanced/Distinguished Achievement Program, or~~ the foundation program with the distinguished level of achievement; ~~and~~
2. Have completed 19 credits before the first day of the school year in which graduation requirements are completed; ~~and~~
- 2.3. ~~must h~~Have been continuously enrolled in the same ~~District~~ high school ~~in the District~~ for the ~~entire school year in which graduation requirements are completed~~ two school years immediately preceding graduation.

~~A student who has attended a special interest high school program or a program of choice for more than two years shall only be eligible for the honor of valedictorian or salutarian at that school.~~

~~A student must also have been continuously enrolled in the same high school for the two school years preceding graduation in order to be eligible for the honor of valedictorian or salutarian at that school.~~

BREAKING TIES

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

LATIN HONORS

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

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

HIGHEST-RANKING  
GRADUATE

In the graduating classes of 2018, 2019, and 2020, the local eligibility criteria for recognition as the valedictorian shall not affect



recognition of the highest-ranking graduate for purposes of receiving the scholarship certificate from the state of Texas. [See Section 54.201 of the Texas Education Code]

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

# Board Policy Update #108

## ▲ EIF(LOCAL): ACADEMIC ACHIEVEMENT - GRADUATION

### RATIONALE

This local policy on graduation has been revised to delete references to the minimum, recommended, and advanced/distinguished achievement graduation programs.

MIA HALL, DIRECTOR

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

COURSE  
REQUIREMENTS

To graduate, a student must complete the courses required by the District in addition to those mandated by the state.

~~GRADUATION  
PROGRAMS  
INSTITUTED  
PRIOR TO  
2014-15~~

~~Students enrolled in high school prior to the 2014-15 school year may graduate under state programs other than the foundation program, including the Minimum Program, the Recommended Program, and the Advanced/Distinguished Achievement Program. The courses required for each of these programs shall be listed in appropriate publications. The District credit requirements under these programs are listed below.~~

~~MINIMUM  
PROGRAM~~

~~The District requires no additional credits for graduation under the Minimum Program beyond the number mandated by the state.~~

~~RECOMMENDED  
PROGRAM~~

~~The District requires no additional credits for graduation under the Recommended Program beyond the number mandated by the state.~~

~~ADVANCED/  
DISTINGUISHED  
ACHIEVEMENT  
PROGRAM~~

~~The District requires no additional credits for graduation under the Advanced/Distinguished Achievement Program beyond the number mandated by the state.~~

~~READING CREDITS~~

~~The District shall offer up to 3 credits of reading for state graduation credit. The Superintendent or designee shall be responsible for establishing procedures to assess individual student needs and evaluate student progress and shall monitor instructional activities to ensure that student needs are met. Students shall be identified as eligible to earn reading credit based on:~~

- ~~1. Recommendation by a teacher or counselor.~~
- ~~2. Scores on assessment instruments and/or achievement tests.~~

FOUNDATION  
PROGRAM

The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.

WITHOUT AN  
ENDORSEMENT

The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.

WITH AN  
ENDORSEMENT

The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

|  |  |
|--|--|
| DISTINGUISHED<br>LEVEL OF<br>ACHIEVEMENT                         | The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.  |
| FINE ARTS<br>SUBSTITUTIONS                                       | To the extent permitted by state rules <del>applicable to the student's graduation program</del> , the District shall award state graduation credit in fine arts for participation in an approved community-based fine arts program.   |
| PHYSICAL EDUCATION<br>SUBSTITUTIONS<br>ACTIVITIES AND<br>COURSES | To the extent permitted by state rules <del>applicable to the student's graduation program</del> , the District shall award state graduation credit in physical education for participation in approved activities and elective courses.   |
| PRIVATE OR<br>COMMERCIAL<br>PROGRAMS                             | The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the <del>commissioner</del> <del>Commissioner</del> of <del>education</del> <del>Education</del> . [See also EHAC] |

# Board Policy Update #109

## ▲ EJ(LOCAL): ACADEMIC GUIDANCE PROGRAM

### RATIONALE

This policy is recommended for deletion from the district's policy manual, as it no longer aligns with current state guidance regarding the duties of a counselor.

MIA HALL, DIRECTOR

~~ACADEMIC GUIDANCE PROGRAM~~

~~EJ  
(LOCAL)~~

~~**Guidance and  
Counseling Services**~~

~~The District's guidance and counseling services shall be designed primarily to provide ongoing assistance to enhance the educational development of all students and shall be included in and monitored through the District and campus planning process. [See BQ series]~~

~~**Areas of Student  
Need**~~

~~The services may assist individuals or groups of students in:~~

- ~~1.— Improving academic achievement.~~
- ~~2.— Improving school attendance.~~
- ~~3.— Improving school attitudes.~~
- ~~4.— Developing self-confidence.~~
- ~~5.— Developing healthy interpersonal relationships.~~
- ~~6.— Developing life satisfaction.~~
- ~~7.— Obtaining information to assist in choosing a potential career.~~

~~Guidance services shall be coordinated with the regular instructional program so that they contribute to a unified educational program. Guidance services shall operate with central coordination and shall be a cooperative project of the entire professional staff. Teachers shall use opportunities in the classroom, in extracurricular activities, and in contacts with parents to achieve guidance objectives. Qualified counselors shall supervise the standardized testing program and provide personal, academic, and career guidance to students who need such services. [See FFE]~~

# Board Policy Update #108

## ▲ **EL(LOCAL): CAMPUS CHARTERS**

### **RATIONALE**

Recommended revisions to this local policy on campus charters are intended to better align with the statutory provisions and current TEA expectations and include:

- Clarification at the beginning of the policy that the term "campus charter" includes program charters;
- To provide more flexibility at APPLICATION PROCESS, a change stating that application and petition forms will be available in the central administration office or other places accessible to parents and teachers, rather than in the superintendent's office;
- Deletion of details related to the application schedule that may be more appropriately addressed in administrative regulations;
- Addition of a reference to the legally required CONTENT OF A CHARTER;
- Addition of a statement explaining the process that the district will use when REVISING THE CHARTER;
- Clarification regarding the PROVISIONS FOR PROBATION OR REVOCATION to explain that the board may take appropriate action against the campus charter if the charter fails to meet academic or financial accountability requirements.

MIA HALL, DIRECTOR

CAMPUS CHARTERS

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**Note:** For purposes of this policy, the term campus charter includes a program charter.

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The Board shall consider an application for a campus charter ~~or program charter~~ if the applicant:

1. Complies with the statutory requirements for a campus charter ~~or program charter~~;
2. Follows the application process established by the District; and
3. Supplies evidence to the Board that the applicant will comply with the statutory and District requirements for a campus charter ~~or program charter~~.

COMPLIANCE WITH  
LAW

Campus ~~charters and program~~ charters shall comply with all federal law and with state law governing such charters and shall be nonsectarian.

APPLICATION  
PROCESS

The Superintendent or designee shall schedule an informational meeting for anyone expressing interest in establishing a ~~charter campus or charter program~~. Applications and petition forms for a campus charter ~~campuses and charter programs~~ shall be available in the central administration Superintendent's or designee's office or in a designated place that is accessible to parents and teachers in the District.

Applicants ~~In October, applicants~~ shall present a draft of the application to the Superintendent or designee in accordance with a timeline established in administrative regulations. The Superintendent or designee shall work with the applicants in completing the application process.

A public forum shall be held to allow the applicants an opportunity to present their ~~proposal~~ proposals to the Board and to the community prior to formal consideration by the Board.

Final applications and any applicable petitions for campus charters ~~or program charters~~ shall be submitted to the District prior to January 1 for Board consideration of January 1 for a charter to be considered by the Board to begin the following school year.

CONTENT OF FINAL  
APPLICATION

A final application for a campus charter ~~or program charter~~ shall include the following:

1. The purpose and need for such a campus or program;



2. The unique distinction between the proposed campus or program and the District's current campuses and programs~~program~~;
3. A mission and goals statement;
4. The curriculum to be offered;
5. A plan for measuring student achievement;
6. A governance and decision-making plan, including a list of local Board policies that shall apply, as well as a list of any local policies the applicant is requesting the Board to waive;
7. An enrollment and withdrawal process;
8. A plan for maintaining and reporting PEIMS data in accordance with state requirements;
9. Discipline procedures;
10. A safety and security plan;
11. A plan for providing facilities and student transportation;
12. A facility and maintenance plan that includes routine maintenance as well as emergency procedures for managing potential danger to the health and safety of students and employees;
13. An employment plan consistent with federal and applicable state guidelines, due process requirements, and contract non-renewal and termination procedures; and
14. The role of the chief operating officer responsible for personnel, the budget, purchasing, program funds, and other areas of management.

Applicants shall submit with the application any~~the~~ required petitions indicating evidence of support for the approval of a campus charter or program charter.

~~The Board shall consider all charter applications and petitions at a March meeting.~~

CONTENT OF  
CHARTER

A charter shall be a written contract signed by the Board President, the Superintendent, and the chief operating officer of the campus charter~~, or program charter.~~

Each charter shall satisfy:

- ~~1.~~ Satisfy the requirements of the law governing campus charters and include~~or program charters.~~

~~2.15. Include~~ the items listed in the application, with any modifications required by the Board.

In addition to the legally required contents of a charter, each charter contract shall:

~~3.1.~~ Stipulate a term length for the charter; and:

~~4.2.~~ Establish a date for review or renewal of the charter.

REVISING THE CHARTER

PROVISIONS FOR PROBATION OR REVOCATION

Revisions or amendments to a charter shall follow the same process outlined at APPLICATION PROCESS, as applicable.

The Board may place on probation or revoke a campus charter in accordance with the charter contract if it finds that the ~~charter campus or charter program:~~

1. Violates a provision of applicable state or federal law;
2. Violates a provision of the charter, which may include failure to meet academic or financial accountability requirements; or;
3. Fails to meet generally accepted accounting standards for fiscal management.

REVOCATION PROCEDURE

The Superintendent shall investigate any allegation that a ~~charter campus or charter program~~ has violated federal or applicable state law or provisions of the charter or fails to meet generally accepted accounting standards for fiscal management. The Superintendent shall hold a conference with the chief operating officer and governing body of the charter campus or program to discuss any such allegation.

If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the ~~charter campus charter or program~~ shall respond to the allegation at the next regularly scheduled Board meeting. The Superintendent shall ensure that the issue is on the agenda.

The Board shall hear the presentation and take action, if necessary, to place the ~~charter campus charter or program~~ on probation.

If the Board decides to consider revocation of the campus charter, it shall schedule a public hearing to be held on the respective campus, where the program is located.

**ACTION AGENDA ITEM  
BOARD MEETING  
MAY 22, 2018**

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

**BACKGROUND:**

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

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All schools and departments.

**RATIONALE:**

The approval of these policies will update the language as recommended by TASB.

**INFORMATION SOURCE:**

Board Policy Committee  
Sammy Monge  
Mia Hall

# Board Policy Update #107

## ▲ DC(LOCAL): EMPLOYMENT PRACTICES

### **RATIONALE:**

Recommended revisions to this local policy are to satisfy policy requirements from the Every Student Succeeds Act (ESSA), described at DC(LEGAL), prohibiting employment assistance to school employees who are believed to have engaged in sexual misconduct regarding a minor or student. The local policy provisions prohibit a district employee from assisting an employee of the district or of another school district in obtaining a new job if the employee knows or has probable cause to believe that the other employee engaged in such behavior. See also CJ for corresponding prohibitions relating to contractors and agents.

EMPLOYMENT PRACTICES

DC  
(LOCAL)

PERSONNEL / JOB  
DESCRIPTIONS

The Superintendent or designee shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

FILLING POSTING  
VACANCIES

The Superintendent or designee shall advertise employment opportunities and post notices of vacancies in accordance with established guidelines, ~~that are available in the department of human resources.~~ These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees are eligible to apply for any posted vacancy. All advertised positions shall be posted for no fewer than ten working days.

All full-time positions shall be advertised within the District and may be advertised outside the District as deemed appropriate.

FAIR HIRING  
PRACTICES

The District shall, in all cases, observe fair and equitable hiring practices. Each staff member responsible for employment in the District, including any employee responsible for recommending the employment of applicants, shall avoid any act or practice that may be interpreted as preferential consideration to a member of the employee's immediate family.

No ~~department director, assistant department director, or campus division or department supervisor/administrator~~ shall hire a member of his or her immediate family, nor use his or her position to influence another District employee to hire a member of his or her immediate family.

LIMITATIONS

A person shall not be employed for a position in which that person would supervise, or be supervised by, a member of the person's immediate family; or for a position for which a member of the person's immediate family would be in a position to affect the person's employment, promotion, salary administration, or other related management or personnel transaction.

DEFINITION OF  
'IMMEDIATE FAMILY'

For purposes of this policy, "immediate family" shall be defined as spouse; son or daughter, including a biological, adopted, or foster child, son- or daughter-in-law, stepchild, legal ward, or child for whom the employee stands in loco parentis; parent, stepparent, parent-in-law, or other individual who stands in loco parentis to the employee; sibling, stepsibling, or sibling-in-law; grandparent or spouse's grandparent; grandchild; or any other person who may be residing in the employee's home.

APPLICATIONS

All applicants shall complete the application form supplied by the District. ~~Information in applications shall be verified before employ-~~

EMPLOYMENT PRACTICES

DC  
(LOCAL)

~~ment is offered. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring, or as soon possible thereafter, for a noncontractual position.~~

[For information related to the evaluation of criminal history records, see DBAA.]

FILLING EXEMPT  
POSITIONS

In filling any exempt-level position, (excluding teachers and other campus administrative and professional support staff), the Superintendent or designee shall appoint a screening committee.

Qualifications of all applicants shall be reviewed by the screening committee. The screening committee shall use an objective method for determining which applicants will be selected for interviews, as well as for conducting the interviews. After interviews, the screening committee shall give recommendations and resumes of top applicants to the appropriate ~~cabinet staff~~ member of the Superintendent's leadership team, who in turn shall present the recommendation for filling the position to the human ~~resource department~~ capital management division. ~~Notification Letters~~ shall be sent to those applicants not selected for the position.

With the Board's consent, the Superintendent reserves the right to make a direct administrative appointment.

EMPLOYMENT OF  
PERSONNEL

The Superintendent has sole authority to make recommendations to the Board regarding the selection of personnel.

~~The Board retains final authority for employment of principals and assistant principals.~~

However, the Board delegates to the Superintendent or designee authority for the selection and employment of all personnel employed in positions below ~~pay grade 14~~ Executive Director or equivalent, ~~not to include campus principals and assistant principals.~~

The authority delegated by the Board to the Superintendent regarding personnel matters shall be exercised by the Superintendent personally or by the Superintendent's designee.

Individual central office divisions shall not have the authority to transfer personnel, offer contracts or employment, adjust compensation or job titles, and/or terminate positions without the approval of the Superintendent or designee.

The Superintendent or designee shall be authorized to accept the resignation of an at-will employee at any time.

[See also DC(LEGAL) and policies at DAA, DAC, DCA, DCB, DCC, DCD, DCE, and DK]

EMPLOYMENT PRACTICES

DC  
(LOCAL)

ATHLETIC STAFF

Appointments shall be made in accordance with the Board-adopted athletic handbook.

EMPLOYMENT ASSISTANCE PROHIBITED

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

EXIT SURVEYS

An exit survey shall be provided conducted, if possible, for to each-  
very employee who leaves employment with the District.

DRAFT



**ACTION AGENDA ITEM  
BOARD MEETING  
MAY 22, 2018**

**TOPIC: APPROVE LONE STAR GOVERNANCE QUARTERLY BOARD  
PROGRESS TRACKER**

**BACKGROUND:**

The intention of Lone Star Governance is to provide a continuous improvement model for governing teams (School Boards in collaboration with their Superintendents) that choose to intensively focus on one primary objective, improving student outcomes. In addition, Lone Star Governance provides a system for governing legal and fiscal responsibilities of the Board.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Lone Star Governance Quarterly Board Progress Tracker.
2. Decline to Approve Lone Star Governance Quarterly Board Progress Tracker.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Board Decision

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Fort Worth ISD schools, departments, and communities.

**RATIONALE:**

Approval of the Quarterly Board Progress Tracker will ensure Fort Worth ISD is in compliance with the Lone Star Governance Texas Framework and will ensure governance behaviors are on target to improve student outcomes. The Quarterly Board Progress Tracker supports the underlying belief that leadership matters and leaders' choices have the power to be transformative in the lives of our students.

**INFORMATION SOURCE:**

Dr. Kent Paredes Scribner  
FWISD Board of Trustees  
Sammy Monge

**Quarterly Board Progress Tracker**

| Section          | Baseline | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | 5th Quarter | 6th Quarter Targets | Total Points Possible |
|------------------|----------|-------------|-------------|-------------|-------------|-------------|---------------------|-----------------------|
| Vision 1         | 0        | 12          | 12          | 12          | 12          | 12          | 12                  | 15                    |
| Vision 2         | 0        | 12          | 12          | 12          | 12          | 12          | 12                  | 15                    |
| Vision 3         | 0        |             | 3           | 3           | 9           | 9           | 9                   | 10                    |
| Vision 4         | 0        |             | 4           | 4           | 4           | 4           | 4                   | 5                     |
| Accountability 1 | 0        |             | 1           | 1           | 1           | 1           | 12                  | 15                    |
| Accountability 2 | 0        |             | 0.5         | 0.5         | 0.5         | 0.5         | 5                   | 5                     |
| Structure        | 0        | 1           | 4           | 4           | 4           | 4           | 15                  | 15                    |
| Advocacy         | 0        |             | 0           | 0           | 0           | 0           | 9                   | 10                    |
| Unity            | 0        |             | 0           | 0           | 0           | 0           | 9                   | 10                    |
| <b>Total</b>     | <b>0</b> | <b>25</b>   | <b>36.5</b> | <b>36.5</b> | <b>42.5</b> | <b>42.5</b> | <b>87</b>           | <b>100</b>            |

**Affirmations**

By signing below, I affirm as a Trustee that this Lone Star Governance Quarterly Report is complete and accurate.

| Trustees   | Initial Here to Affirm Adherence To All Board Operating Procedures | Signature |
|--|--|-----------|
| Jacinto Ramos, Jr., District 1                       |  |           |
| Tobi Jackson, District 2, Board President            |  |           |
| Christene C. Moss, District 3, Second Vice-President |  |           |
| Theophlous Aron "T.A." Sims, Sr., District 4         |  |           |
| Judy Needham, District 5                             |  |           |
| Ann Sutherland, District 6, First Vice-President     |  |           |
| Norman Robbins, District 7                           |  |           |
| Anael Luebanos, District 8, Board Secretary          |  |           |
| Ashley Paz, District 9                               |  |           |