

*Board of Education
Regular Meeting
December 12, 2017*

REVISED



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on December 12, 2017 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 (Amended)

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **CALL TO ORDER PUBLIC HEARING TO DISCUSS THE DISTRICT'S 2017 FINANCIAL ACCOUNTABILITY RATING (SCHOOL FIRST)**
3. **PUBLIC COMMENT ON THE PUBLIC HEARING TO DISCUSS THE DISTRICT'S 2017 FINANCIAL ACCOUNTABILITY RATING (SCHOOL FIRST)**
4. **CLOSE PUBLIC HEARING**
5. **PLEDGES** - Rosemont Elementary School
6. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
7. **LONE STAR GOVERNANCE**
 - A. Aligning the 2018-2019 Budget with Student Outcomes and Accountability Under HB22
8. **REPORTS/PRESENTATIONS**
 - A. Notice of Compliance with Board Member Training Requirements
9. **PUBLIC COMMENT**
10. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
11. **DISCUSSION OF AGENDA ITEMS**

12. 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 Purchase of WestEd's QTEL Professional Development	4
2. Approve the Contracted Services for Licensed Specialists in School Psychology (LSSP) Serving General Education and Special Education Students	15
3. Approve FBI Fingerprint Processing & Criminal History Checks	18
4. Approve the Annual Maintenance and Support of the Student Information System	20
5. Approve the Purchase of Technology Equipment and Services for Three Elementary Schools as Identified in the 2013 Capital Improvement Program	23
6. Approve Consultant to Provide Services for the FWISD Girls Leadership Development Program	26
B. Approve Partnership Grant Between Child Care Providers and Fort Worth Independent School District	29
C. Approval of the License Agreement with Texas Christian University for the 2018 Graduation Ceremonies of Paschal High School, South Hills High School, Trimble Tech High School, North Side High School, and Arlington Heights High School	46
D. Approve Second Reading (TASB Updates) - Revisions to Board Policy CJ (LOCAL), DFAA (LOCAL), and DFCA (LOCAL)	67
E. Approve Lone Star Governance Quarterly Board Progress Tracker	78
F. Approve Budget Amendment for Bid Package 061 (RFCSP 18-014) to Restore Unused Program Contingency in the 2013 Capital Improvement Program	81
G. Approve Budget Amendment and Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 067 (RFCSP 18-015)	88
H. Approve Budget Amendment Transferring Funds to Program Contingency for the 2013 Capital Improvement Program	95
I. Approve Budget Increase for Bid Package 020 (RFCSP #17-003) in the 2013 Capital Improvement Program	102
J. Approve Budget Increase for Bid Package 055 in the 2013 Capital Improvement Program	105
K. Approve Budget Increase for Bid Package 056 (RFCSP 17-065) in the 2013 Capital Improvement Program	108
L. Approve Budget Increase for Bid Package 059 (RFCSP #17-006) in the 2013 Capital Improvement Program	111
M. Approve Budget Increase for Bid Package 066A (RFCSP 17-066) in the 2013 Capital Improvement Program	114
N. Approve Scope Adjustment for Bid Package #17 (RFP #15-036) for the 2013 Capital Improvement Program	117

- O. Approval of Budget Amendment for the Period Ended November 30, 2017 120
- P. Approve Amendment to the 2013 Capital Improvement Program to Increase Estimated Revenues and Estimated Expenditures Due to Investment Interest Earned on CIP Funds 124

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

14. 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 Termination of Chapter 21 Contract for Darren Esparza
 - 2. Discuss Possible Termination of Chapter 21 Contract Employee(s)
 - 3. **Principal Appointment**
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

15. RECONVENE IN REGULAR SESSION - BOARD ROOM

16. ACCEPT CONSENT AGENDA

17. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda

18. ACTION AGENDA ITEMS

- A. Take Action on Proposed Termination of Chapter 21 Contract for Darren Esparza
- B. **Principal Appointment**
- C. Official Ballot for Election of Members of the Board of the Tarrant Appraisal District 133
- D. Approve Second Reading of Revision to Board Policy AE (LOCAL) and AE (EXHIBIT) 137
- E. Approve Budget Amendment and Extension for Program Management Services for the 2013 Capital Improvement Program 152
- F. Approve First Reading of Board Policy BBFA (LOCAL) 182

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

20. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE THE PURCHASE OF WESTED'S QTEL PROFESSIONAL DEVELOPMENT

BACKGROUND:

WestEd's Quality Teaching for English Learners (QTEL) program is a research-based professional development approach that advances the teachers' capacity to improve academic language proficiency for all students in all disciplines. Through interactive workshops, QTEL demonstrates how teachers can engage and support all learners, particularly English Language Learners, in rigorous and collaborative academic work.

In the summer of 2016, nine FWISD educators began an apprenticeship with QTEL to become certified QTEL professional development providers. These educators have successfully completed phases one and two of that apprenticeship. The four day QTEL Institutes planned for January and February and the follow-up activities in the spring and summer will enable them to complete the final two stages. At the January and February institutes, the apprentices will provide foundational training in QTEL methodology to over 100 FWISD teachers with guidance from QTEL staff. Once certified, this cadre of presenters will have the knowledge, skills, and permission to deliver future QTEL workshops within the district.

The total cost of phases three and four of apprenticeship program and the QTEL Institutes is \$130,000 to be paid out of Title III funds from the ESL department.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the purchase of WestEd's QTEL professional development
2. Decline to Approve the purchase of WestEd's QTEL professional development
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the purchase of WestEd's QTEL professional development

FUNDING SOURCE

Additional Details

Special Revenue

263-13-6299-0D1-999-25-590-000000-18F90

COST:

\$130,000.00

VENDOR:

WestEd

PURCHASING MECHANISM

Sole Source

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases available from only one source. A completed sole source affidavit is attached. Continued Sole Source confirmed by U.S. Department of Education. 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

Nine current FWISD QTEL apprentices, teachers who are new to the International Newcomer Academy and Language Center programs, and select teachers from South Hills HS, Daggett MS, and other campuses TBD.

RATIONALE:

The focus and methodology of the QTEL professional development program address a demonstrated instructional need, revealed through TELPAS and STAAR results, to provide greater rigor and scaffolded support for English Language Learners in FWISD. Coaching teachers to better develop the use of students' academic English to enhance classroom question, discussion techniques, and overall discourse can benefit all school levels, grade levels, and content areas. Developing this cadre of local experts will help sustain QTEL support in our district. FWISD has previously engaged with WestEd's QTEL professional development program through the Texas Title I Priority Schools (TTIPS) grants at INA and Daggett Middle School.

INFORMATION SOURCE:

Charles Carroll
Elda M. Rojas
Suann Claunch

Developing Situated Expertise to Support Teachers of ELLs

Submitted by the Quality Teaching for English Learners Initiative at WestEd

October 2017



Introduction

Developing teacher expertise to work with English language learners (ELLs) and other underserved students with rigor and depth is one of the most pressing challenges in education today. With a growing population of language minority students and a teaching force that is underprepared to serve an increasingly diverse student population, this challenge cannot be sidestepped. Teachers must be supported to meet the needs of all their students.

English language learners (ELLs) are one of the most rapidly growing segments of the United States public school population (U.S. Department of Education, 2015)—within the next decade, researchers predict that approximately 30% of the nation’s schoolchildren will be from immigrant families. In FWISD, more than one in four students are ELLs (NCES, 2012), and an increasing number are known as “long-term” ELLs—that is, students who have been classified as ELL for seven or more years (Olsen, 2010). Most of these students do not fare well in school, and they need to bridge a double gap: the one that places them behind their native-speaking counterparts (Cochran-Smith & Villegas, 2014, Gándara and Rumberger, 2003) and the one that most students – whether native speakers or second language learners – need to overcome to be proficient in key subject matter areas (NAEP, 2013). Academic outcomes for ELLs in FWISD largely mirror the national trend of underachievement: in 2011, the graduation rate for ELLs was 38%. Of that percentage, only 3% tested as college-ready in both mathematics and English language arts (Texas Education Agency, 2012).

If we wish to ensure equity in education, it is imperative that we address the achievement gap for English language learners and their native-speaking peers who are not succeeding in school. To accomplish this objective, the crucial variable is a teaching force that is knowledgeable about the contexts in which they practice, understands powerful situated learning, and can enact that knowledge in robust, enticing pedagogical practice (Darling-Hammond, 2000; Chung Wei et al., 2009).

Teacher education programs have not adequately prepared teachers to meet the challenge of teaching an increasingly diverse student population. Teachers are not prepared to address the dual issue of promoting the acquisition of academic uses of English while simultaneously providing rigorous content area classes. Faced with students whose academic and linguistic skills are weak, teachers do not know how to maintain high expectations or to provide the support needed for their students to achieve them. Instead, they water down and simplify their instruction, thus reinforcing and aggravating the pattern of student underachievement. Teachers must be supported to meet the needs of all their students with rigor and excellence.

To support FWISD in building the expertise of K-12 educators to ensure all students receive rigorous instruction that accelerates their linguistic capability, disciplinary skills and knowledge, and subsequent achievement, WestEd proposes to develop a cadre of district-based QTEL Certified Professional Developers who can support and enhance teacher expertise to work with ELLs and other students in need of developing the academic uses of English.

Quality Teaching for English Learners

Developed and directed by Dr. Aida Walqui, WestEd's Quality Teaching for English Learners initiative is a research-based professional development program devoted to improving teacher capacity to support the linguistic, conceptual, and academic development of ELLs and other students who need to develop academic uses of English. QTEL's model is based on sociocultural theories of learning (Vygotsky, 1978) and research on effective practices with ELLs, including studies in second-language acquisition (Donato, 1994, Ellis, 2005) oral and written literacies development (Gibbons, 2009; Hyland, 2007), and systemic functional linguistics (Derewianka, 1990; Derewianka & Jones, 2013; Hammond & Derewianka, 2001). Results for our sustained work with districts are documented by internal and external evaluations and include evidence of increased teacher pedagogical knowledge, increased academic expectations for ELLs, positive changes in classroom practice, achievement gains for all students, with narrowing of the achievement gap between ELLs and other students.

Based on sociolinguistics research (e.g., Ellis, 2005; van Lier, 2004), sociocultural learning theory (Vygotsky, 1978; Lantolf & Thorne, 2006), and theories of accelerated English language acquisition (Walqui, 2006), the QTEL program builds the capacity of educators to develop students' abilities to read, discuss, and write academic texts in rigorous content area courses. The program targets academic literacy development for ELLs and other students needing to develop academic uses of English through a lens in which classroom content, interaction, language, and learning are seen as inextricably intertwined. Pivotal to this accomplishment is teacher design of highly supported, carefully scaffolded lessons and units, which amplify and enrich the linguistic and extra-linguistic contexts of learning and engage students in substantive intellectual activity.

Embedded throughout the professional development are five principles that guide and reflect quality instruction for students needing to develop academic uses of English:

- *Sustain Academic Rigor* by promoting deep disciplinary knowledge and developing central ideas of a discipline in all their interconnectedness and interrelationships.
- *Hold High Expectations* by engaging students in high-challenge and high-support tasks that provide multiple entry points to address the academic and linguistic heterogeneity of the classroom.
- *Engage English Learners in Quality Interactions*, defined as the enactment of interactions that are sustained, deep, and build knowledge in relevant aspects of the discipline.
- *Sustain a Language Focus* by explicitly developing disciplinary language, discussing how language works, and highlighting the characteristics of different genres and subject-specific discourse.
- *Develop a Quality Curriculum* that has long-term goals and benchmarks, is problem-based, and requires sustained attention beyond a single lesson.

These principles are instantiations of effective pedagogy for ELLs and other language minority students (Walqui and van Lier, 2010) and reflect the implementation of teacher knowledge necessary to be an effective teacher for this student population. QTEL's work with educators, both teachers and those who

support teachers, focuses on their understanding and gradual appropriation of ways of supporting ELLs and other language minority students to develop their full potential through carefully constructed, implemented, and monitored interactions that scaffold the learning and acquisition of content and language knowledge.

Proposed Scope of Work

To assist FWISD in developing educator capacity to enact quality learning opportunities for all learners, we propose to build the capacity of a cadre of FWISD instructional leaders to implement QTEL professional development sessions and support teachers in quality practices for ELLs and other language minority students.

QTEL Apprenticeship Model

To build sustainability and local expertise to implement quality, research-based professional development for teachers of ELLs and other language minority students, we propose to engage a team of 10 local instructional leaders in a process of apprenticeship to become QTEL Certified Professional Developers. During school year 2016-17 we engaged this team in the first two phases of apprenticeship with the goal of completing the Certification process in the 2017-2018 school year.

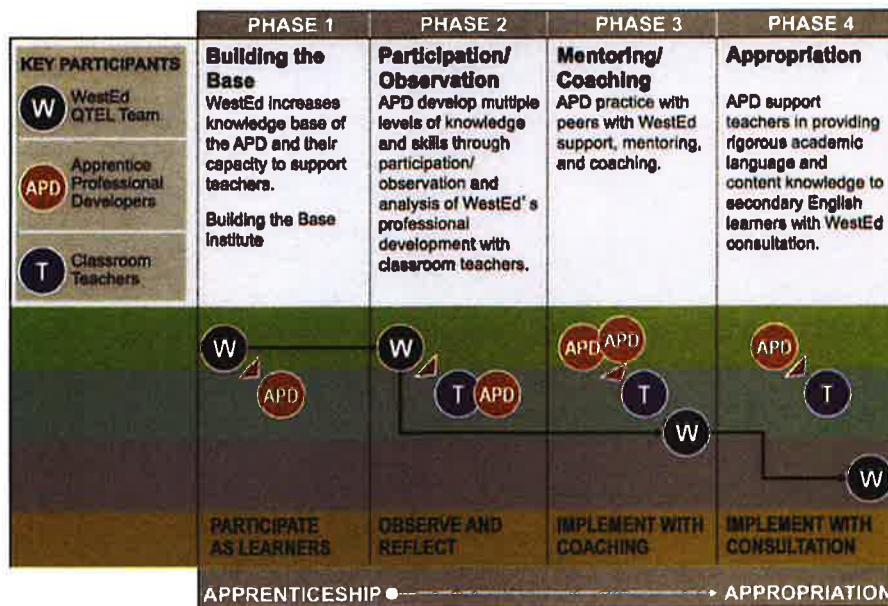
The QTEL Apprenticeship prepares a team of Apprentice Professional Developers (APD) with the necessary knowledge and skills to facilitate professional development using the WestEd-developed tools and processes to conduct QTEL Building the Base institutes and to design tailored professional learning opportunities for current and future Fort Worth Independent School District staff.

The apprenticeship process leading to QTEL Building the Base certification focuses on developing local professional developer's knowledge and understanding of:

- Characteristics of teaching practices that are productive in the academic language development of English Language Learners and other language minority students;
- Pedagogical features of teaching practices that provide high intellectual challenge and high levels of language support;
- Attitudes, knowledge, and dispositions that enable teachers to work effectively with diverse student populations; and
- Methods to develop teacher knowledge and pedagogical expertise, including the development of three types of reflection: anticipatory, interactive, and reflective.

QTEL Building the Base certification follows a rigorous, well-developed process of apprenticeship, illustrated below, that carefully structures professional learning opportunities that lead to the development of expertise to work with teachers of language minority students and other students who need to develop the academic uses of English. In this model, as local colleagues gain expertise and assume increasingly central roles, the role of QTEL staff becomes secondary.

A Model of Professional Development Apprenticeship



In Phase 1, Apprentice Professional Developers deepened their theoretical understandings and consonant strategies for effectively teaching ELLs and other students needing to develop academic uses of English.

In Phase 2, participants observed WestEd staff model the QTEL Building the Base professional development with teachers in August 2016. During school year 2016-2017 their apprenticeships also involved them in post-workshop meetings, seminars, and activities to deepen their understanding of QTEL theory and practice and implementation of professional development with teachers. After phase 2, participants completed written exercises to demonstrate appropriation of theory and practices of QTEL.

During Phase 3 (to be carried out in 2017-2018), WestEd will coach APD candidates while they conduct a four -day QTEL Building the Base institute for teachers. The apprenticeship also includes activities to practice and demonstrate appropriation of QTEL principles and practices in classrooms and in working with teachers.

During Phase 4 (to be carried out in 2017-2018), the successful APD candidates will design and provide original professional learning opportunities for FWISD teachers. Certification presentations will be designed by each candidate to incorporate theory and practice. The capstone presentation will be videotaped and a written reflection prepared for final evaluation.

By engaging a team of local professional developers to become QTEL Certified presenters using this apprenticeship model, FWISD will develop sustained capacity for carrying out the kind of ongoing teacher development that is now recognized as necessary for raising student achievement on a broad scale. This

local expertise will ensure sustainability of improvement efforts to transform learning experiences and outcomes for ELLs.

The following learning opportunities will be carried out during the 2017-2018 to support the Apprentices in completing Phases 3 and 4 of the QTEL Apprenticeship Model:

Month	Project Activities
Fall 2017	<ul style="list-style-type: none"> • Apprentice Professional Developers (APD) participate in seminars, readings and preparation for four-day Phase 3 BTB institute • APD complete reflections, and classroom observations to develop their observation lens • APD participate in distal PD and meetings to support them in completion of Phase 3 benchmarks
Winter 2018	<ul style="list-style-type: none"> • APD present Building the Base institutes for FWISD teachers with the coaching and support of WestEd QTEL staff
Spring 2018	<ul style="list-style-type: none"> • APD practice learnings in own classroom or with students • Read and annotate theoretical articles • Participate in a webinar – online session: <i>Coaching teachers of English language learners</i> • Observe five classes using QTEL protocol • Complete benchmark activity 1 for Phase 4: design and teach a model lesson and lead classroom teachers in a debrief of the lesson, with an emphasis on the articulation of the theory of action that underlies it • Attend Seminar 4: <i>Designing powerful, situated professional development</i> • Complete benchmark activity 2 for Phase 4: design a model unit for professional development • Implement original 2 – 3 hour professional development session with FWISD teachers and administrators

Timeline of Activities

Dates for the QTEL apprenticeship process will be determined in conjunction with district staff and participants.

The Phase 3 presentations of the four day BTB institutes have been proposed for the following dates:

- January 2018: 12, 13, 19, 20
- February 2018: 16, 17, 23, 24

The Phase 4 original PD sessions have been proposed for the following dates:

- June 2018: 11, 12, 13, 14

Costs for the Proposed Work

12/1/17 VT 9

The fixed price costs for the work proposed above is \$130,000 for school year 2017-2018. This cost includes all WestEd staff time, services and materials for phase 3 institutes for up to 32 participants per institute for apprentices to complete Phase 3 and all phase 4 activities of the apprenticeship process.

The district will need to provide:

- Participant time for professional development activities
- Locations for professional development sessions
- Basic supplies and presentation equipment for professional development sessions
- Any catering services offered.

Signature: Virgilio F. Tinio, Jr.
Virgilio F. Tinio, Jr. (Nov 1, 2017)

Email: vtinio@wested.org

September 18, 2017

Kent Scribner, Superintendent
Fort Worth ISD
100 N. University Dr.
Ft. Worth, TX 76107-3010

SUBJECT: Approval of request for authorization of noncompetitive, sole-source proposals

Dear Dr. Scribner:

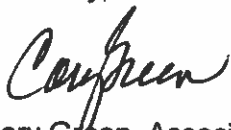
Thank you for following the procedure to request that TEA expressly authorize noncompetitive (sole-source) proposals in response to your written request under Title 2 of the Code of Federal Regulations (2 CFR) 200.320(f)(3).

Your requests for authorization of the sole-source proposals on the enclosed forms are approved for the period of availability of the grant funds used to obtain the procurement.

You must adequately document for auditors or monitors your procurement process.

If you have questions about this letter, please contact me via email at grants@tea.texas.gov and enter "sole source authorization-approval" in the subject field.

Sincerely,



Cory Green, Associate Commissioner
Department of Grants Compliance and Oversight

Enclosures

cc: Kara Belew, Deputy Commissioner of Finance
Yolanda Cantu, Senior Director, Grants Administration Division

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE THE CONTRACTED SERVICES FOR LICENSED SPECIALISTS IN SCHOOL PSYCHOLOGY (LSSP) SERVING GENERAL EDUCATION AND SPECIAL EDUCATION STUDENTS

BACKGROUND:

This is a multiple vendor bid for Licensed Specialists in School Psychology (LSSP) for services provided district-wide to General Education as well as to Special Education students. For students served in Special Education, services are provided in accordance with each student's Individualized Education Plan (IEP) as deliberated through the Admission, Review, and Dismissal (ARD) committee. Contracting for these services ensures continuity of services for all students, including students with disabilities. LSSP contracted services will be utilized only when LSSP positions are vacant and student services are still required. This proposal is for the school year 2017-2018 and is renewable annually for in one year increments for a period of 5 years.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the contracted services for Licensed Specialists in School Psychology (LSSP) serving General Education and Special Education students.
2. Decline to Approve the contracted services for Licensed Specialists in School Psychology (LSSP) serving General Education and Special Education students.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the contracted services for Licensed Specialists in School Psychology (LSSP) serving General Education and Special Education students.

FUNDING SOURCE

Additional Details

Special Revenue

224-31-6299-001-999-23-513-000000-18F13

COST:

\$200,000.00 (Annual Do Not Exceed)

VENDOR:

Accountable Healthcare Staffing
Cumberland Therapy Services, LLC
Educational Based Services (EBS)
EDU Healthcare
Invo Healthcare
Paramont Educational

PURCHASING MECHANISM

Bid/RFP/RFQ
(RFP 18-025)

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

Approving this item will ensure compliance with students' Individualized Education Plan (IEPs), and will ensure provision of Licensed Specialists in School Psychology services as required by the Admission, Review, and Dismissal (ARD) committee meeting for eligible students with disabilities. In addition, approving this item will ensure LSSP services will be provided to General Education students also.

INFORMATION SOURCE:

Charles Carroll
Mariagrazia Sheffield

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE FBI FINGERPRINT PROCESSING & CRIMINAL HISTORY CHECKS

BACKGROUND:

FBI fingerprinting processing and criminal history checks necessary for pre-employment requirements as set forth in Board Policy, DC (local) for all employees.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve FBI Fingerprint Processing & Criminal History Checks
2. Decline to Approve FBI Fingerprint Processing & Criminal History Checks
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve FBI Fingerprint Processing & Criminal History Checks

FUNDING SOURCE

Additional Details

General Fund

199-41-6299-001-750-99-299-000000

COST:

\$65,700.00

VENDOR:

MorphoTrust USA

PURCHASING MECHANISM

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases available from only one source. The vendor listed above was awarded RFP 405-LES-14-041483 by the TxDPS to provide the Fingerprinting Process and Criminal History Checks throughout Texas. A completed sole source affidavit is attached.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Office of Professional Standards

RATIONALE:

FBI fingerprinting processing and criminal history checks necessary for pre-employment requirements as set forth in Board Policy, DC (local) for all employees.

INFORMATION SOURCE:

Sammy Monge
Michael Menchaca

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE THE ANNUAL MAINTENANCE AND SUPPORT OF THE STUDENT INFORMATION SYSTEM

BACKGROUND:

This item is for the annual renewal of the maintenance and support of the Focus Student Information System (SIS). The service period is from February 2018 - February 2019.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Annual Maintenance and Support of the Student Information System.
2. Decline to Approve the Annual Maintenance and Support of the Student Information System.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the annual maintenance and support of the Student Information System.

FUNDING SOURCE

Additional Details

General Fund

199-53-6249-802-999-99-423-000000

COST:

\$326,000.00

VENDOR:

Focus School Software

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 16-030-D

Number of Bid/Proposals received: 15

HUB Firms: 2

Compliant Bids: 15

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. The original Request for Proposal was 13-041.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

Approval of this item will allow the District to continue to receive support and mainenance for the SIS system during the year.

INFORMATION SOURCE:

Kyle Davie
Robert Mendez
Nicole Drumgoole

Focus School Software
P.O. Box 2194
St. Petersburg, FL 33731-2194
(727)388-7004
steven@focusschoolsoftware.com



QUOTE

ADDRESS

Fort Worth Independent School
District
Accounts Payable Department
100 N. University
Suite NW 140 E.
Fort Worth, Texas 76107

QUOTE # 1425
DATE 11/09/2017

ACTIVITY	QTY	RATE	AMOUNT
Focus/SIS Focus/SIS Annual Maintenance and Support	1	326,000.00	326,000.00
	TOTAL		\$326,000.00

Accepted By

Accepted Date

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE THE PURCHASE OF TECHNOLOGY EQUIPMENT AND SERVICES FOR THREE ELEMENTARY SCHOOLS AS IDENTIFIED IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

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 also receive the technology required to meet District classroom technology standards.

This item includes components such as student desktop and teacher laptop computers, interactive whiteboards and projectors, printer, network and wireless infrastructure and services that ensure the classrooms will be ready for instruction throughout the school year.

Procurement will be performed through government purchasing cooperatives such as:

- Department of Information Resources (DIR)
- The Cooperative Purchasing Network (TCPN)
- Texas Association of School Boards (TASB BuyBoard)

STRATEGIC GOAL:

1-Increase Student Achievement

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Purchase of Technology Equipment and Services for Three Elementary Schools as Identified in the 2013 Capital Improvement Program
2. Decline to Approve the Purchase of Technology Equipment and Services for Three Elementary Schools as Identified in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Purchase of Technology Equipment and Services for Three Elementary Schools as Identified in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 111-Carter Park ES	681-11-6396-B50-111-11-000-000000	\$37,360.00
CIP 111-Carter Park ES	681-11-6639-B50-111-11-000-000000	\$17,875.00
CIP 121-De Zavala ES	681-11-6396-B50-121-11-000-000000	\$27,190.00
CIP 121-De Zavala ES	681-11-6639-B50-121-11-000-000000	\$10,725.00
CIP 157-Luella Merrett ES	681-11-6396-B50-157-11-000-000000	\$40,895.00
CIP 157-Luella Merrett ES	681-11-6639-B50-157-11-000-000000	\$42,275.00

COST:

Not to Exceed \$176,320.00

VENDOR:

Awarded vendors of bids/RFPs and government purchasing cooperatives

PURCHASING MECHANISM

Bid/RFP/RFQ

Interlocal

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

111 - Carter Park Elementary School

121 - De Zavala Elementary School

157 - Luella Merrett Elementary School

RATIONALE:

This approval to purchase technology equipment and services will ensure that the classrooms at these campuses are prepared to deliver instruction through out the school year.

INFORMATION SOURCE:

Kyle Davie
Becky Navarre
McDeny Mojica
Aaron Stone

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

**TOPIC: APPROVE CONSULTANT TO PROVIDE SERVICES FOR THE FWISD
GIRLS LEADERSHIP DEVELOPMENT PROGRAM**

BACKGROUND:

A great deal of attention and support has been provided to young men of color throughout the nation and in Fort Worth ISD. After careful review of our academic and disciplinary data, a similar level of support would benefit young women in our District.

According to national and FWISD data, the rate at which African-American girls are suspended is the fastest growing suspension rate of any group of students, male or female. 2016-2017 FWISD suspension numbers for both African American and Hispanic girls aligns with this data. Listed below are demographic and suspension data for FWISD female students by ethnicity.

Female Enrollment by Ethnicity (FWISD):

White:	4,571	(10.7%)
African American:	9,855	(23.0%)
Hispanic:	26,904	(63.8%)
Asian/PI/2 or more:	1,486	(3.5%)

Female Suspensions by Ethnicity (FWISD):

White:	202	(3.7%)
African American:	3,361	(61.8%)
Hispanic:	1,703	(31.3%)
Asian/PI/2 or more:	174	(3.2%)

A program designed to provide supportive guidance for girls at-risk is needed to give calming reassurance through individual and small group facilitated conversations. These conversations will assist them in making wise decisions about their personal, academic, and career goals.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Consultant to provide services for the FWISD Girls Leadership Development Program.
2. Decline to Approve Consultant to provide services for the FWISD Girls Leadership Development Program.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Consultant to provide services for the FWISD Girls Leadership Development Program.

FUNDING SOURCE

Additional Details

General Fund

199-31-6299-001-999-24-336-000000

COST:

Not to Exceed \$163,500

VENDOR:

Girls, Inc. of Tarrant County

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 18-024

Number of Bid/Proposals received: 5

HUB Firms: 1*

Compliant Bids: 5

The evaluation committee consisted of the following individuals:

- Sherry Breed, Chief of Equity & Excellence
- Stacy Burrell, Director, Grants & Development
- Rodrigo Durbin, Principal, South Hill HS
- Denise Kahn, Assistant Principal, Western Hills HS
- Antonio Martinez, Principal, North Side HS
- Katrina Smith, Principal, Eastern Hills HS, in collaboration with Johanah Okweni, AP Intern, Eastern Hills HS)
- Michael Steinert, Asst. Superintendent, Student Support Services

- Cherie Washington, Chief of Secondary Schools

Company	Committee Score
Camp Fire FW	79
From the Heart Int. Ed Services	52
Girl's Inc of Tarrant County	<u>80</u>
Real Love	40
Women of Excellence	53

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

RATIONALE:

Girls, Inc. of Tarrant County will provide weekly sessions with girls from each identified high school. As part of the services offered, girls will receive academic support, build leadership skills, explore career options, and focus on personal health. Girls, Inc. of Tarrant County will work closely with campus leadership to define and assess specific campus needs. As a result, programming will be delivered in a variety of ways. Girls will receive support in addressing life challenges to stay on track academically.

INFORMATION SOURCE:

Sherry Breed

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE PARTNERSHIP GRANT CHILD CARE CENTERS AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

This agreement is made and entered into and between the Child Care Centers and Fort Worth Independent School District (hereinafter referred to as FWISD). The parties hereto have severally and collectively agreed to and by the execution herof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Partnership Grant Child Care Centers and Fort Worth Independent Schol District
2. Decline to Approve Partnership Grant Child Care Centers and Fort Worth Independent Schol District
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Partnership Grant Child Care Centers and Fort Worth Independent Schol District

FUNDING SOURCE

Additional Details

Special Revenue

203-XX-XXX-074-999-32-143-000000-17F29

COST:

Grant Funded

VENDOR:

Good Shepherd Christian Academy
KinderCare
Polly Wog Early Learning Academy
Rosie K Mauk Child Development Center
YMCA of Metropolitan of Fort Worth

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth ISD Early Learning Department

RATIONALE:

The purpose of this Agreement is to support the research-based framework designed by The State Center for Early Childhood Development to improve the integration and coordination of services provided to young children by a range of early childhood educators/childcare providers to ensure all students are provided an environment in accordance with early childhood best practices. The funding will support professional development, curriculum and progress monitoring tools for Pre-kindergarten teachers and classrooms in designated pre-kindergarten classrooms in the child care facility. The period of the performance of this agreement shall be effective commencing January 8, 2018 and shall terminate June 30, 2018, unless sooner terminated pursuant to the terms of this agreement.

INFORMATION SOURCE:

Charles Carroll
Cheryl Mixon

AGREEMENT

Good Shepherd Christian Academy AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

SECTION 1 PARTIES TO GRANT:

- 1.1 This agreement is made and entered into and between Good Shepherd Christian Academy, and Fort Worth Independent School District (hereinafter referred to as FWISD). The parties hereto have severally and collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION 2 AGREEMENT PERIOD:

- 2.1 The period for performance of this agreement shall be effective commencing January 8, 2018 and shall terminate June 30, 2018, unless sooner terminated pursuant to the terms of this agreement.

SECTION 3 PURPOSE/FUNDING:

- 3.1 **PURPOSE:** To support the research-based framework designed by The State Center for Early Childhood Development to improve the integration and coordination of services provided to young children by a range of early childhood educators/childcare providers to ensure all students are provided an environment in accordance with early childhood best practices.
- 3.2 **FUNDING:** FWISD will obtain grant funding to support professional development, curriculum and progress monitoring tools for Pre-kindergarten teachers and classrooms in designated pre-kindergarten classrooms in the child care facility.

SECTION 4 RESPONSIBILITIES:

- 4.1 **Fort Worth ISD** agrees to:
- 4.1.a Allow pre-kindergarten teacher to participate and implement the elements of the C.I.R.C.L.E. Best Practices.
 - 4.1.b Support directors and teachers in arranging schedule for trainings and meetings.
 - 4.1.c Allow FWISD Early Childhood staff to visit participating classrooms.
- 4.2 **Good Shepherd Christian Academy** agrees to:
- 4.2.a Ensure qualified children are enrolled in the designated pre-kindergarten classrooms. The children should range in age from 3.6 to 4.0 years of age as of September 1, 2017.
 - 4.2.b Coordinate and provide Pre-kindergarten services for eligible children for a minimum of 6 hours of instruction per contact day for no less than 187 instructional days.

- 4.2.c Provide daily attendance for children enrolled in the designated pre-kindergarten classroom by 9:30 am each instructional contact day.
- 4.2.d Provide local access to properly equipped computers so participants can access the internet.
- 4.2.e Support teachers in arranging work schedule for trainings and meetings.
- 4.2.f Allow FWISD Early Learning staff to visit participating classrooms.

SECTION 5 EQUIPMENT TRANSFER AND ACCOUNTABILITY:

- 5.1 Equipment provided by FWISD for the instructional program shall be delivered and distributed via FWISD.

SECTION 6 LIABILITY AND INDEMNIFICATION:

- 6.1 Notwithstanding any other provisions of this agreement, it is understood and agreed by the parties hereto that the Good Shepherd Christian Academy obligations under this agreement are contingent upon actual receipt of adequate funds to meet obligations hereunder.
- 6.2 It is expressly agreed and stipulated that the Good Shepherd Christian Academy is entering into agreement with FWISD and that Good Shepherd Christian Academy agrees to indemnify and hold FWISD harmless from any and all costs, damages, losses or other claims, including disallowed costs and attorney's fees, arising out of or resulting from performances or lack of performances by said entities under this agreement caused, in whole or in part, by any negligent or willful act, or omission of these entities, their employees, officers, agents, servants or representatives of anyone acting on the entity's behalf in connection with this agreement to the extent permitted by State and Federal laws.

SECTION 7 TERMINATION:

- 7.1 Either party may terminate this agreement upon thirty (30) day written notice to the other party.
- 7.2 This agreement may also be terminated at any time upon mutual agreement of the parties.

SECTION 8 NON-ASSIGNMENT AND SUBCONTRACTING:

- 8.1 This agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this agreement without the written consent of the other party.

SECTION 9 ORAL AND WRITTEN AGREEMENTS:

- 10.1 All oral written agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.
- 10.2 Any alterations, additions or deletions in the terms of this agreement shall not be binding unless made by written amendment executed by both parties.

Good Shepherd Christian Academy Representative

Date

Dr. Kent Scribner
Superintendent
Fort Worth Independent School District

Date

AGREEMENT

KinderCare AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

SECTION 1 PARTIES TO GRANT:

- 1.1 This agreement is made and entered into and between KinderCare, and Fort Worth Independent School District (hereinafter referred to as FWISD). The parties hereto have severally and collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION 2 AGREEMENT PERIOD:

- 2.1 The period for performance of this agreement shall be effective commencing January 8, 2018 and shall terminate June 30, 2018, unless sooner terminated pursuant to the terms of this agreement.

SECTION 3 PURPOSE/FUNDING:

- 3.1 **PURPOSE:** To support the research-based framework designed by The State Center for Early Childhood Development to improve the integration and coordination of services provided to young children by a range of early childhood educators/childcare providers to ensure all students are provided an environment in accordance with early childhood best practices.
- 3.2 **FUNDING:** FWISD will obtain grant funding to support professional development, curriculum and progress monitoring tools for Pre-kindergarten teachers and classrooms in designated pre-kindergarten classrooms in the child care facility.

SECTION 4 RESPONSIBILITIES:

- 4.1 **Fort Worth ISD** agrees to:
- 4.1.a Allow pre-kindergarten teacher to participate and implement the elements of the C.I.R.C.L.E. Best Practices.
 - 4.1.b Support directors and teachers in arranging schedule for trainings and meetings.
 - 4.1.c Allow FWISD Early Childhood staff to visit participating classrooms.
- 4.2 **KinderCare** agrees to:
- 4.2.a Ensure qualified children are enrolled in the designated pre-kindergarten classrooms. The children should range in age from 3.6 to 4.0 years of age as of September 1, 2017.
 - 4.2.b Coordinate and provide Pre-kindergarten services for eligible children for a minimum of 6 hours of instruction per contact day for no less than 187 instructional days.

- 4.2.c Provide daily attendance for children enrolled in the designated pre-kindergarten classroom by 9:30 am each instructional contact day.
- 4.2.d Provide local access to properly equipped computers so participants can access the internet.
- 4.2.e Support teachers in arranging work schedule for trainings and meetings.
- 4.2.f Allow FWISD Early Learning staff to visit participating classrooms.

SECTION 5 EQUIPMENT TRANSFER AND ACCOUNTABILITY:

- 5.1 Equipment provided by FWISD for the instructional program shall be delivered and distributed via FWISD.

SECTION 6 LIABILITY AND INDEMNIFICATION:

- 6.1 Notwithstanding any other provisions of this agreement, it is understood and agreed by the parties hereto that the KinderCare obligations under this agreement are contingent upon actual receipt of adequate funds to meet obligations hereunder.
- 6.2 It is expressly agreed and stipulated that the KinderCare is entering into agreement with FWISD and that KinderCare agrees to indemnify and hold FWISD harmless from any and all costs, damages, losses or other claims, including disallowed costs and attorney's fees, arising out of or resulting from performances or lack of performances by said entities under this agreement caused, in whole or in part, by any negligent or willful act, or omission of these entities, their employees, officers, agents, servants or representatives of anyone acting on the entity's behalf in connection with this agreement to the extent permitted by State and Federal laws.

SECTION 7 TERMINATION:

- 7.1 Either party may terminate this agreement upon thirty (30) day written notice to the other party.
- 7.2 This agreement may also be terminated at any time upon mutual agreement of the parties.

SECTION 8 NON-ASSIGNMENT AND SUBCONTRACTING:

- 8.1 This agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this agreement without the written consent of the other party.

SECTION 9 ORAL AND WRITTEN AGREEMENTS:

- 10.1 All oral written agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.
- 10.2 Any alterations, additions or deletions in the terms of this agreement shall not be binding unless made by written amendment executed by both parties.

KinderCare Representative

Date

Dr. Kent Scribner
Superintendent
Fort Worth Independent School District

Date

AGREEMENT

Rosie K Mauk Child Development Center **AND** **FORT WORTH INDEPENDENT SCHOOL DISTRICT**

SECTION 1 PARTIES TO GRANT:

- 1.1 This agreement is made and entered into and between Rosie K Mauk Child Development Center, and Fort Worth Independent School District (hereinafter referred to as FWISD). The parties hereto have severally and collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION 2 AGREEMENT PERIOD:

- 2.1 The period for performance of this agreement shall be effective commencing January 8,2018 and shall terminate June 30,2018, unless sooner terminated pursuant to the terms of this agreement.

SECTION 3 PURPOSE/FUNDING:

- 3.1 **PURPOSE:** To support the research-based framework designed by The State Center for Early Childhood Development to improve the integration and coordination of services provided to young children by a range of early childhood educators/childcare providers to ensure all students are provided an environment in accordance with early childhood best practices.
- 3.2 **FUNDING:** FWISD will obtain grant funding to support professional development, curriculum and progress monitoring tools for Pre-kindergarten teachers and classrooms in designated pre-kindergarten classrooms in the child care facility.

SECTION 4 RESPONSIBILITIES:

- 4.1 **Fort Worth ISD** agrees to:
- 4.1.a Allow pre-kindergarten teacher to participate and implement the elements of the C.I.R.C.L.E. Best Practices.
 - 4.1.b Support directors and teachers in arranging schedule for trainings and meetings.
 - 4.1.c Allow FWISD Early Childhood staff to visit participating classrooms.
- 4.2 **Rosie K Mauk Child Development Center** agrees to:
- 4.2.a Ensure qualified children are enrolled in the designated pre-kindergarten classrooms. The children should range in age from 3.6 to 4.0 years of age as of September 1, 2017.
 - 4.2.b Coordinate and provide Pre-kindergarten services for eligible children for a minimum of 6 hours of instruction per contact day for no less than 187 instructional days.

- 4.2.c Provide daily attendance for children enrolled in the designated pre-kindergarten classroom by 9:30 am each instructional contact day.
- 4.2.d Provide local access to properly equipped computers so participants can access the internet.
- 4.2.e Support teachers in arranging work schedule for trainings and meetings.
- 4.2.f Allow FWISD Early Learning staff to visit participating classrooms.

SECTION 5 EQUIPMENT TRANSFER AND ACCOUNTABILITY:

- 5.1 Equipment provided by FWISD for the instructional program shall be delivered and distributed via FWISD.

SECTION 6 LIABILITY AND INDEMNIFICATION:

- 6.1 Notwithstanding any other provisions of this agreement, it is understood and agreed by the parties hereto that the Rosie K Mauk Child Development Center obligations under this agreement are contingent upon actual receipt of adequate funds to meet obligations hereunder.
- 6.2 It is expressly agreed and stipulated that the Rosie K Mauk Child Development Center is entering into agreement with FWISD and that Rosie K Mauk Child Development Center agrees to indemnify and hold FWISD harmless from any and all costs, damages, losses or other claims, including disallowed costs and attorney's fees, arising out of or resulting from performances or lack of performances by said entities under this agreement caused, in whole or in part, by any negligent or willful act, or omission of these entities, their employees, officers, agents, servants or representatives of anyone acting on the entity's behalf in connection with this agreement to the extent permitted by State and Federal laws.

SECTION 7 TERMINATION:

- 7.1 Either party may terminate this agreement upon thirty (30) day written notice to the other party.
- 7.2 This agreement may also be terminated at any time upon mutual agreement of the parties.

SECTION 8 NON-ASSIGNMENT AND SUBCONTRACTING:

- 8.1 This agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this agreement without the written consent of the other party.

SECTION 9 ORAL AND WRITTEN AGREEMENTS:

- 10.1 All oral written agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.
- 10.2 Any alterations, additions or deletions in the terms of this agreement shall not be binding unless made by written amendment executed by both parties.

Rosie K Mauk Child Development Center Representative

Date

Dr. Kent Scribner
Superintendent
Fort Worth Independent School District

Date

AGREEMENT

Polly Wog Early Learning Academy AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

SECTION 1 PARTIES TO GRANT:

- 1.1 This agreement is made and entered into and between Polly Wog Early Learning Academy, and Fort Worth Independent School District (hereinafter referred to as FWISD). The parties hereto have severally and collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION 2 AGREEMENT PERIOD:

- 2.1 The period for performance of this agreement shall be effective commencing January 18, 2018 and shall terminate June 30, 2018, unless sooner terminated pursuant to the terms of this agreement.

SECTION 3 PURPOSE/FUNDING:

- 3.1 **PURPOSE:** To support the research-based framework designed by The State Center for Early Childhood Development to improve the integration and coordination of services provided to young children by a range of early childhood educators/childcare providers to ensure all students are provided an environment in accordance with early childhood best practices.
- 3.2 **FUNDING:** FWISD will obtain grant funding to support professional development, curriculum and progress monitoring tools for Pre-kindergarten teachers and classrooms in designated pre-kindergarten classrooms in the child care facility.

SECTION 4 RESPONSIBILITIES:

- 4.1 **Fort Worth ISD** agrees to:
- 4.1.a Allow pre-kindergarten teacher to participate and implement the elements of the C.I.R.C.L.E. Best Practices.
 - 4.1.b Support directors and teachers in arranging schedule for trainings and meetings.
 - 4.1.c Allow FWISD Early Childhood staff to visit participating classrooms.
- 4.2 **Polly Wog Early Learning Academy** agrees to:
- 4.2.a Ensure qualified children are enrolled in the designated pre-kindergarten classrooms. The children should range in age from 3.6 to 4.0 years of age as of September 1, 2017.
 - 4.2.b Coordinate and provide Pre-kindergarten services for eligible children for a minimum of 6 hours of instruction per contact day for no less than 187 instructional days.

- 4.2.c Provide daily attendance for children enrolled in the designated pre-kindergarten classroom by 9:30 am each instructional contact day.
- 4.2.d Provide local access to properly equipped computers so participants can access the internet.
- 4.2.e Support teachers in arranging work schedule for trainings and meetings.
- 4.2.f Allow FWISD Early Learning staff to visit participating classrooms.

SECTION 5 EQUIPMENT TRANSFER AND ACCOUNTABILITY:

- 5.1 Equipment provided by FWISD for the instructional program shall be delivered and distributed via FWISD.

SECTION 6 LIABILITY AND INDEMNIFICATION:

- 6.1 Notwithstanding any other provisions of this agreement, it is understood and agreed by the parties hereto that the Polly Wog Early Learning Academy obligations under this agreement are contingent upon actual receipt of adequate funds to meet obligations hereunder.
- 6.2 It is expressly agreed and stipulated that the Polly Wog Early Learning Academy is entering into agreement with FWISD and that Polly Wog Early Learning Academy agrees to indemnify and hold FWISD harmless from any and all costs, damages, losses or other claims, including disallowed costs and attorney's fees, arising out of or resulting from performances or lack of performances by said entities under this agreement caused, in whole or in part, by any negligent or willful act, or omission of these entities, their employees, officers, agents, servants or representatives of anyone acting on the entity's behalf in connection with this agreement to the extent permitted by State and Federal laws.

SECTION 7 TERMINATION:

- 7.1 Either party may terminate this agreement upon thirty (30) day written notice to the other party.
- 7.2 This agreement may also be terminated at any time upon mutual agreement of the parties.

SECTION 8 NON-ASSIGNMENT AND SUBCONTRACTING:

- 8.1 This agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this agreement without the written consent of the other party.

SECTION 9 ORAL AND WRITTEN AGREEMENTS:

- 10.1 All oral written agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.
- 10.2 Any alterations, additions or deletions in the terms of this agreement shall not be binding unless made by written amendment executed by both parties.

Gloria Syas
Polly Wog Early Learning Academy

Date

Dr. Kent Scribner
Superintendent
Fort Worth Independent School District

Date

AGREEMENT

YMCA of Metropolitan of Fort Worth AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

SECTION 1 PARTIES TO GRANT:

- 1.1 This agreement is made and entered into and between YMCA of Metropolitan of Fort Worth, and Fort Worth Independent School District (hereinafter referred to as FWISD). The parties hereto have severally and collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION 2 AGREEMENT PERIOD:

- 2.1 The period for performance of this agreement shall be effective commencing January 8, 2018 and shall terminate June 30, 2018, unless sooner terminated pursuant to the terms of this agreement.

SECTION 3 PURPOSE/FUNDING:

- 3.1 **PURPOSE:** To support the research-based framework designed by The State Center for Early Childhood Development to improve the integration and coordination of services provided to young children by a range of early childhood educators/childcare providers to ensure all students are provided an environment in accordance with early childhood best practices.
- 3.2 **FUNDING:** FWISD will obtain grant funding to support professional development, curriculum and progress monitoring tools for Pre-kindergarten teachers and classrooms in designated pre-kindergarten classrooms in the child care facility.

SECTION 4 RESPONSIBILITIES:

- 4.1 **Fort Worth ISD** agrees to:
- 4.1.a Allow pre-kindergarten teacher to participate and implement the elements of the C.I.R.C.L.E. Best Practices.
 - 4.1.b Support directors and teachers in arranging schedule for trainings and meetings.
 - 4.1.c Allow FWISD Early Childhood staff to visit participating classrooms.
- 4.2 **YMCA of Metropolitan of Fort Worth** agrees to:
- 4.2.a Ensure qualified children are enrolled in the designated pre-kindergarten classrooms. The children should range in age from 3.6 to 4.0 years of age as of September 1, 2017.
 - 4.2.b Coordinate and provide Pre-kindergarten services for eligible children for a minimum of 6 hours of instruction per contact day for no less than 187 instructional days.

- 4.2.c Provide daily attendance for children enrolled in the designated pre-kindergarten classroom by 9:30 am each instructional contact day.
- 4.2.d Provide local access to properly equipped computers so participants can access the internet.
- 4.2.e Support teachers in arranging work schedule for trainings and meetings.
- 4.2.f Allow FWISD Early Learning staff to visit participating classrooms.

SECTION 5 EQUIPMENT TRANSFER AND ACCOUNTABILITY:

- 5.1 Equipment provided by FWISD for the instructional program shall be delivered and distributed via FWISD.

SECTION 6 LIABILITY AND INDEMNIFICATION:

- 6.1 Notwithstanding any other provisions of this agreement, it is understood and agreed by the parties hereto that the YMCA of Metropolitan of Fort Worth obligations under this agreement are contingent upon actual receipt of adequate funds to meet obligations hereunder.
- 6.2 It is expressly agreed and stipulated that the YMCA of Metropolitan of Fort Worth is entering into agreement with FWISD and that YMCA of Metropolitan of Fort Worth agrees to indemnify and hold FWISD harmless from any and all costs, damages, losses or other claims, including disallowed costs and attorney's fees, arising out of or resulting from performances or lack of performances by said entities under this agreement caused, in whole or in part, by any negligent or willful act, or omission of these entities, their employees, officers, agents, servants or representatives of anyone acting on the entity's behalf in connection with this agreement to the extent permitted by State and Federal laws.

SECTION 7 TERMINATION:

- 7.1 Either party may terminate this agreement upon thirty (30) day written notice to the other party.
- 7.2 This agreement may also be terminated at any time upon mutual agreement of the parties.

SECTION 8 NON-ASSIGNMENT AND SUBCONTRACTING:

- 8.1 This agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this agreement without the written consent of the other party.

SECTION 9 ORAL AND WRITTEN AGREEMENTS:

- 10.1 All oral written agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.
- 10.2 Any alterations, additions or deletions in the terms of this agreement shall not be binding unless made by written amendment executed by both parties.

YMCA of Metropolitan of Fort Worth Representative

Date

Dr. Kent Scribner
Superintendent
Fort Worth Independent School District

Date

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVAL OF THE LICENSE AGREEMENT WITH TEXAS CHRISTIAN UNIVERSITY FOR THE 2018 GRADUATION CEREMONIES OF PASCHAL HIGH SCHOOL, SOUTH HILLS HIGH SCHOOL, TRIMBLE TECHNICAL HIGH SCHOOL, NORTH SIDE HIGH SCHOOL AND ARLINGTON HEIGHTS HIGH SCHOOL

BACKGROUND:

Texas Christian University will be the location of the 2018 Graduation Ceremonies of Paschal High School on June 1, 2018, South Hills High School and Trimble Technical High School on June 2, 2018, North Side High School and Arlington Heights High School on June 3, 2018.

Arena Rental Fee: \$12,375.00 per graduation
TCU Security Fee: \$625 per graduation
Video Board Usage Fee: \$300 per graduation
FWPD Traffic Control: \$2000 per graduation

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve license agreement with Texas Christian University for the 2018 Graduation ceremonies of Paschal High School, South Hills High School, Trimble Technical High School, North Side High School, and Arlington Heights High School.
2. Decline to Approve license agreement with Texas Christian University for the 2018 Graduation ceremonies of Paschal High School, South Hills High School, Trimble Technical High School, North Side High School, and Arlington Heights High School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve license agreement with Texas Christian University for the 2018 Graduation ceremonies of Paschal High School, South Hills High School, Trimble Technical High School, North Side High School, and Arlington Heights High School

FUNDING SOURCE

Additional Details

General Fund

199-11-6266-001-698-11-349-000000

COST:

\$76,500.00

VENDOR:

Texas Christian University

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

PASCHAL HIGH SCHOOL, SOUTH HILLS HIGH SCHOOL, TRIMBLE TECHNICAL HIGH SCHOOL, NORTH SIDE HIGH SCHOOL AND ARLINGTON HEIGHTS HIGH SCHOOL

RATIONALE:

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

INFORMATION SOURCE:

Cherie Washington
Benjamin Leos



CONFERENCE SERVICES

November 29, 2017

Mr Benjamin Leos
FWISD
100 N University Drive
Fort Worth TX 76107

RE: FWISD HIGH SCHOOL REHEARSALS AND GRADUATIONS
MAY 30-JUNE 3, 2018

Dear Mr Leos:

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

Make special note of the following:

- When the deposit is due (Section IV A) **February 1, 2018**
- The due date for certificate of insurance (Section VII A) **ON FILE**
- Worker's compensation coverage selection (Section VII D)
- The due date for your agenda (Section IX B) **March 1, 2018**
- When the signed contract is due back in our office (Section IX G) **February 1, 2018**
- Do not make changes to the Agreement without permission from our office
- Return all attachments with the Agreement

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

Sincerely,

Flo Hill
Director of Conference Services

Enclosures:

General Facilities Agreement
Facilities, Equipment and Services Attachments
TCU Regulations
Graduation Fee and Expense Sheet
Copies of COI and Workers Comp



CONFERENCE SERVICES

REGULATIONS

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

- TCU is a tobacco-free campus.
- Minors require direct supervision at all times while on campus.
- Attaching any object to any TCU premise by tape, nail, screw or alteration of the premises in any manner whatsoever without prior written permission from Conference Services is not permitted. No signs are to be attached to the outside walls of any TCU facility without prior written permission.
- All visitors are expected to comply with TCU traffic regulations. Parking is allowed only in the white-lined spaces. There is no parking or driving on ANY non-paved area.
- All facility and residence hall rooms must be left in the condition found. Any damages or excessive clean-up will be billed after the event. No furniture may be moved out of the residence hall rooms or from lounge areas into individual rooms.
- TCU prohibits alcoholic beverages in all areas of the campus without written permission. Residents of legal age twenty-one (21) or over may possess and consume alcoholic beverages in their residence hall rooms only. The consumption of alcoholic beverages is prohibited in all hallways, stairways, elevators, lobbies, lounges, recreation areas, restrooms and all other areas of residence halls. Kegs and any other containers larger than one gallon used for alcoholic beverages are not permitted anywhere on campus. If approved, alcohol cut off times are 30 minutes before end of event time scheduled.
- The illegal possession, manufacture, distribution, use or sale of any quantity of any drug, narcotic or any controlled substance or being illegally under the influence of any drug, narcotic or any controlled substance is prohibited.
- Tampering with the fire system or with fire fighting equipment is a violation of the Fort Worth City Ordinance. EVERYONE MUST evacuate the building when an alarm is sounded. All violators are subject to persecution and fine (\$400) by the University as well as city authorities.
- Possession, ignition or detonation of any explosive device, fireworks liquid or flammable object is prohibited. This includes any hazardous materials.
- TCU is a weapons-free campus and all firearms, whether openly carried or in a concealed manner, are strictly prohibited on the TCU Campus and other TCU property except in the limited exceptions identified in University policy 2.060.
- Candles and open flames may not be used in any building without permission from Conference Services.
- No shoes with cleats are allowed in any facility. Only white-soled court shoes (tennis shoes) are allowed on University Recreation Center gym floors.
- No cut-offs are allowed in the University Recreation Center pool.
- All security arrangements must be made through TCU Conference Services. The number of officers required for each event is at the discretion of the TCU Police.

**INSURANCE
JULY 1, 2017 – JULY 1, 2018
SCHOOL YEAR**

The District provides coverage as shown below:

GENERAL LIABILITY

TPS (Texas Political Subdivision)

AUTO

TPS (Texas Political Subdivision)

SUBMIT CLAIMS TO:

Risk Management

100 North University Drive, SW170

Fort Worth, TX 76107

Fax: 817-814-2234 Email: monica.cortez@fwisd.org

WORKERS' COMPENSATION

Self-Funded. Waiver of subrogation applied if required by written contract.

SUBMIT CLAIMS ON-LINE:

Go to www.fwisd.org, click on Departments, click on Workers' Compensation and then click on Report an Injury.

Questions about coverage should be addressed to Risk Management office at 817-814-2230.

 10/3/2017

Max Ates

Senior Officer, Payroll, Benefits & Risk Management

October 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc
500 W. 13th Street
Fort Worth TX 76102

INSURED
Fort Worth ISD
Attn: Risk Management Dept
100 N. University Drive, Suite SW 170
Fort Worth TX 76107

CONTACT NAME: Carolyn Howard
PHONE (A/C, H/O, B/L): 817-347-7090 FAX (A/C) 817-347-6081
EMAIL: choward@higginbotham.net
ADDRESS: choward@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Political Subdivisions	99999
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 994064384 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBS (WSP) (WSP)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> RET <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	F0632	7/1/2017	7/1/2018	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) \$5,000,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS COMPMP AGG \$3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory "N" or "W") If YES, describe under DESCRIPTION OF OPERATIONS below	Y/W	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TCU is named as additional insured with a waiver of subrogation applied as required by written contract. Sexual Abuse and Molestation is not excluded and subject to policy limits

CERTIFICATE HOLDER

Texas Christian University
2800 S. University Drive
Fort Worth TX 76129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

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

I. SPONSOR AND EVENT:

Sponsor: FORT WORTH INDEPENDENT SCHOOL DISTRICT

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

Event: FORT WORTH INDEPENDENT SCHOOL DISTRICT GRADUATIONS

Dates of Event: MAY 31, JUNE 3, 2018

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

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

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

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

THE CHARGES FOR USE OF SCHOLLMAIER ARENA, TCU SECURITY, VIDEO BOARD USAGE, FWPD TRAFFIC CONTROL, INCLUDING REHEARSALS ARE \$76,500. ATTACHED IS THE GRADUATION FEE AND EXPENSE SHEET.

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

IV. PAYMENT:

A. Deposit. A deposit equal to the sum of the Basic Charges (for a total of \$76,500) is due and payable by FEBRUARY 1, 2018. In the event Sponsor cancels prior to MARCH 1, 2018 Sponsor shall be entitled to a refund of all deposits paid, less expenses actually incurred by TCU. The deposit shall otherwise be non-refundable.

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

C. Special payment terms: NONE.

V. CONDITIONS:

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

1. Timely receipt of the Deposit in good funds;

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

VI. NO WARRANTIES:

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

VII. INSURANCE, INDEMNITY, AND LIABILITY

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

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

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

D. Workers' Compensation.

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

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

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

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

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

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

VIII. CONDUCT AND COMPLIANCE WITH LAWS AND REGULATIONS:

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

IX. MISCELLANEOUS:

- A. ~~Sponsor agrees that every minor child shall present upon their arrival a medical release for hospital treatment or treatment by a physician, signed by one or both of the child's parents or legal guardian, to allow for treatment should an accident or an injury occur. Sponsor agrees to maintain said parental releases in Sponsor's possession throughout the Event. The cost of any medical services to participants in Sponsor's event is not the responsibility of TCU.~~
- B. Sponsor shall provide the TCU Conference Services Office with a schedule of all events including time and place by no later than MARCH 1, 2018. No advance materials shall be shipped to TCU prior to five (5) working days before the scheduled Event begins. Sponsor shall provide TCU's Conference Services Office with advance copies of proposed advertising materials, and TCU's name shall not be used in any advertisement without TCU's prior written approval.

Ry 12/1/17
JH
12/4/17

VIII. CONDUCT AND COMPLIANCE WITH LAWS AND REGULATIONS:

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

IX. MISCELLANEOUS:

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- B. Sponsor shall provide the TCU Conference Services Office with a schedule of all events including time and place by no later than **MARCH 1, 2018**. No advance materials shall be shipped to TCU prior to five (5) working days before the scheduled Event begins. Sponsor shall provide TCU's Conference Services Office with advance copies of proposed advertising materials, and TCU's name shall not be used in any advertisement without TCU's prior written approval.

- C. This Agreement contains the entire agreement between TCU and Sponsor and may only be amended by a written instrument signed by both parties. Each provision of this Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, provided that Sponsor may not assign any interest in this Agreement to a third party without TCU's prior written consent.
- D. This Agreement shall be governed, construed and enforced under the laws of the State of Texas, and venue with respect to any dispute arising between TCU and Sponsor that involves in any way this Agreement shall be exclusively in Tarrant County, Texas.
- E. In the event it becomes necessary for TCU to institute any action at law or in equity to enforce its rights and Sponsor's obligations hereunder, TCU shall be entitled to recover from Sponsor reasonable attorneys' fees and court costs (provided that TCU is the prevailing party in said action), together with all damages allowed by law.
- F. TCU is an equal opportunity institution and subscribes to all requirements of federal law which prohibits discrimination in respect to students, employees, applicants or University programs on the basis of sex, race, color, national origin, age, religion, disability or veteran or other legally protected status.
- G. This Agreement is not binding until it is countersigned by TCU. TCU will honor its terms, rates and availability of facilities and services for fourteen (14) days from the date this Agreement is deposited in the mail addressed to Sponsor or from the date it is otherwise delivered to Sponsor. Thereafter, this Agreement will be subject to change and to availability. Failure of Sponsor to sign and return this Agreement so as to be received by TCU by no later than FEBRUARY 1, 2018 will render this Agreement void and of no effect.
- H. The failure of TCU to insist upon strict and prompt performance of any of the covenants and conditions of this Agreement shall not constitute or be considered a waiver or relinquishment of TCU's right thereafter to enforce such covenant or condition in the event of a continuous or subsequent default on the part of Sponsor.

X. COMPLIANCE WITH TEXAS EDUCATION CODE SECTION 51.976.

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

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

TEXAS CHRISTIAN UNIVERSITY

FORT WORTH INDEPENDENT SCHOOL DISTRICT
Sponsor

By: _____

Printed Name: Matthew L. Wallis

Title: Director of Contract Administration

Date: _____

By: Cherie Washington 11/30/17

Printed Name: Cherie Washington

Title: Chief of Secondary Schools

Date: _____

EVENT FACILITY RESERVATION SUMMARY

As of: 11/29/2017

FOR

PASCHAL HIGH SCHOOL GRADUATION 2018

DATE(S): 6/1/2018- 6/1/2018

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
<u>Friday, June 1, 2018</u>				
SCHOLLMAYER ARENA	ARENA	8:30 AM	10:30 AM	REHEARSAL SET-UP AT 5:00 PM
	ARENA	7:00 PM	9:30 PM	

EVENT#: 8143

Page 1 of 1

EVENT FACILITY RESERVATION SUMMARY

As of: 11/29/2017

FOR

**SOUTH HILLS HIGH SCHOOL GRADUATION
2018**

DATE(S): 6/2/2018 - 6/2/2018

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
<u>Wednesday, May 30, 2018</u>				
SCHOLLMAIER ARENA	ARENA	10:00 AM	12:00 PM	REHEARSAL
<u>Saturday, June 2, 2018</u>				
SCHOLLMAIER ARENA	ARENA	11:00 AM	1:00 PM	SET-UP AT 9:00 AM

EVENT#: 8144

Page 1 of 1

EVENT FACILITY RESERVATION SUMMARY

As of: 11/29/2017

FOR

**TRIMBLE TECH HIGH SCHOOL GRADUATION
2018**

DATE(S): 6/2/2018 - 6/2/2018

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
<u>Thursday, May 31, 2018</u>				
SCHOLLMAIER ARENA	ARENA	10:00 AM	12:00 PM	REHEARSAL
<u>Saturday, June 2, 2018</u>				
SCHOLLMAIER ARENA	ARENA	6:00 PM	8:00 PM	SET-UP AT 4:00 PM

EVENT#: 8145

Page 1 of 1

EVENT FACILITY RESERVATION SUMMARY

As of: 11/29/2017

FOR

NORTHSIDE HIGH SCHOOL GRADUATION 2018

DATE(S): 6/3/2018 - 6/3/2018

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Friday, June 1, 2018				
SCHOLLMAYER ARENA	ARENA	1:00 PM	3:00 PM	REHEARSAL
Sunday, June 3, 2018				
SCHOLLMAYER ARENA	ARENA	12:00 PM	2:00 PM	SET-UP 10:00 AM

EVENT#: 8146

Page 1 of 1

EVENT FACILITY RESERVATION SUMMARY

As of 11/29/2017

FOR

**ARLINGTON HEIGHTS HIGH SCHOOL
GRADUATION 2018**

DATE(S): 6/3/2018 - 6/3/2018

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Sunday, June 3, 2018				
SCHOLLMAYER ARENA	ARENA	4:30 PM		REHEARSAL
	ARENA	6:00 PM	8:30 PM	SET-UP AT 4:00 PM AND CLEARING BY 10:00 PM
				SOUND

EVENT#: 8147

Page 1 of 1



CONFERENCE SERVICES

2018 GRADUATION FEE AND EXPENSE SHEET

- PASCHAL HIGH SCHOOL GRADUATION – FRIDAY, JUNE 1 – 7:00 PM
- SOUTH HILLS HIGH SCHOOL GRADUATION – SATURDAY, JUNE 2- 11:00 AM
- TRIMBLE TECHNICAL HIGH SCHOOL GRADUATION – SATURDAY, JUNE 2- 6:00 PM
- NORTHSIDE HIGH SCHOOL GRADUATION – SUNDAY, JUNE 3 – 12:00 PM
- ARLINGTON HEIGHTS HIGH SCHOOL GRADUATION – SUNDAY, JUNE 3 – 6:00 PM

ED AND RAE SCHOLLMAYER ARENA RENTAL FEE	(\$12,375/grad)	\$61,875
Includes the following:		
<ul style="list-style-type: none"> • Use of Schollmaier Arena for graduation day • Set-up of staging and chairs • Parking attendants • Ushers at each portal • Med-Star on sight • Four microphones and sound system • Sound technician for rehearsal and ceremony • On-sight staff- Facility Services, electrician, plumber, & HVAC • Rehearsal • Tent from Amon Carter Stadium to the tunnel of Schollmaier Arena • Conference Services staff support • 14 bag check at front door with 2 supervisors 		
SECURITY (TCU security \$625/graduation x 5)		\$ 3,125.00
VIDEO BOARD USAGE (4 HRS@\$75/HR = \$300X5 GRADUATIONS)		\$ 1,500.00
FYPD TRAFFIC CONTROL (\$2,000/graduation x5)		\$ 10,000.00
2@BERRY/STADIUM, 2@BELLAIRE/STADIUM, 2@CANTEY/STADIUM		
TOTAL		\$76,500.00

ADDITIONAL EXPENSES

(Billed directly by vendor)

Chairs and pianos are rented from an outside supplier (as well as any other equipment or services requested by you but not available at TCU) and billed directly to you by the vendor. TCU's Office of Conference Services will make the necessary arrangements for service or for delivery and pick-up on your behalf. We place orders based on the information you provide regarding set-up requirements.

Necessary Expenses

CHAIRS (For all persons seated on floor) per chair \$ 1.25
Taylor's Rental Equipment Co.

Optional Expenses

PIANO (Baby Grand) McBrayer Piano Gallery \$500
Video Board Usage (\$75/hr with a 3 hour minimum and graphics to be created by end user)



Secondary School Leadership
Benjamin Leos, Executive Director
 100 N. University Dr., Ste. NW 255B Fort Worth, Texas 76107
 OFFICE 817.814.2361 FAX 817.814.2307
 Benjamin.Leos@fvisd.org



Fort Worth
 INDEPENDENT SCHOOL DISTRICT

Date: November 30, 2017
To: Cherie Washington
From: Benjamin Leos
Subject: Contract/Agreement Transmittal Form

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

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

FRIDAY, JUNE 01, 2018

Paschal High School Ed & Rae Schollmaier Arena (TCU) – 7:00 P.M.

SATURDAY, JUNE 02, 2018

South Hills High School Ed & Rae Schollmaier Arena (TCU) – 11:00 A.M.

Trimble Technical High School Ed & Rae Schollmaier Arena (TCU) – 6:00 P.M.

SUNDAY, JUNE 03, 2018

North Side High School Ed & Raie Schollmaier Arena (TCU) – 12:00 P.M.

Arlington Heights High School Ed & Rae Schollmaier Arena (TCU) – 6:00 P.M.

The total contract amount should not exceed \$76,500.00 for rental of facility.

Thank you for your assistance with this matter.

/lp

Attachment

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE SECOND READING (TASB UPDATES) - REVISION TO BOARD POLICY CJ (LOCAL), DFAA (LOCAL), AND DFCA (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 (TASB Update) - revision to Board Policy CJ (LOCAL), DFAA (LOCAL), and DFCA (LOCAL).
2. Decline to Approve second reading (TASB Update) - revision to Board Policy CJ (LOCAL), DFAA (LOCAL), and DFCA (LOCAL).
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve second reading (TASB Update) - revision to Board Policy CJ (LOCAL), DFAA (LOCAL), and DFCA (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:

Sammy Monge
Mia Hall

Board Policy Update #107

▲ CJ(LOCAL): CONTRACTED SERVICES

RATIONALE:

This local policy is recommended for inclusion in the district's policy manual to satisfy policy requirements from the Every Student Succeeds Act (ESSA), described above at CJ(LEGAL), prohibiting employment assistance to certain individuals that are believed to have engaged in sexual misconduct regarding a minor or student. The local policy provisions prohibit a district employee from assisting any contractor or agent of the district or of another district in obtaining a new job if the employee knows or has probable cause to believe that the contractor or agent engaged in such behavior. Likewise, the policy prohibits a district contractor or agent from assisting an employee, contractor, or agent of the district or of another school district in obtaining a job if the contractor or agent knows or has probable cause to believe that the individual engaged in sexual misconduct with a minor or student.

MIA HALL, DIRECTOR

CONTRACTED SERVICES

CJ
(LOCAL)

EMPLOYMENT
ASSISTANCE
PROHIBITED

No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.

No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual 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 also DC for prohibitions relating to employees]

NEW POLICY

CONTRACTED SERVICES

CJ
(LOCAL)

EMPLOYMENT
ASSISTANCE
PROHIBITED

No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.

No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual 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 also DC for prohibitions relating to employees]

NEW POLICY

Board Policy Update #107

▲ DFAA(LOCAL): PROBATIONARY CONTRACTS – SUSPENSION/TERMINATION DURING CONTRACT

RATIONALE:

A recommended change to this local policy, consisting of changing the "or" to an "and" in the first line, clarifies that suspension with pay is the same as being placed on administrative leave. Likewise, we have deleted the unnecessary reference to administrative leave at the end of the sentence.

PROBATIONARY CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFAA
(LOCAL)

SUSPENSION WITH
PAY

A probationary contract employee may be suspended with pay ~~an-~~
~~der~~ placed on administrative leave by the Superintendent during an
investigation of alleged misconduct by the employee or at any time
the Superintendent determines that the District's best interest will
be served by the suspension ~~or administrative leave~~.

TEMPORARY
ASSIGNMENT OF AN
EMPLOYEE
SUSPENDED WITH
PAY

The Superintendent or designee may temporarily reassign an em-
ployee who has been suspended with pay from his or her regular
duties, if the Superintendent or designee determines it is in the
best interest of the District.

DRAFT

PROBATIONARY CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFAA
(LOCAL)

SUSPENSION WITH
PAY

A probationary contract employee may be suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension.

TEMPORARY
ASSIGNMENT OF AN
EMPLOYEE
SUSPENDED WITH
PAY

The Superintendent or designee may temporarily reassign an employee who has been suspended with pay from his or her regular duties, if the Superintendent or designee determines it is in the best interest of the District.

DRAFT

Board Policy Update #107

▲ DFCA(LOCAL): CONTINUING CONTRACTS – SUSPENSION/TERMINATION

RATIONALE:

A recommended change to this local policy, consisting of changing the "or" to an "and" in the first line, clarifies that suspension with pay is the same as being placed on administrative leave. Likewise, we have deleted the unnecessary reference to administrative leave at the end of the sentence. To more correctly correspond to the title of the policy, we have also deleted the reference to a probationary contract. A similar policy regarding probationary contract employees is found at DFAA, described above.

MIA HALL, DIRECTOR

CONTINUING CONTRACTS
SUSPENSION/TERMINATION

DFCA
(LOCAL)

SUSPENSION WITH
PAY ~~OR~~
ADMINISTRATIVE
LEAVE

A ~~teacher with a probationary or~~ continuing contract employee may be suspended with pay ~~and/or~~ placed on administrative leave ~~with pay~~ by the ~~Superintendent~~ Superintendent during an investigation of alleged misconduct by the ~~employee~~ teacher or at any time the ~~Superintendent~~ Superintendent determines that the District's best interest will be served by the suspension. ~~or administrative leave.~~

TEMPORARY
ASSIGNMENT OF AN
EMPLOYEE
SUSPENDED WITH
PAY

The Superintendent or designee may temporarily reassign an employee who has been suspended with pay from his or her regular duties, if the Superintendent or designee determines it is in the best interest of the District.

DRAFT

CONTINUING CONTRACTS
SUSPENSION/TERMINATION

DFCA
(LOCAL)

SUSPENSION WITH
PAY

A continuing contract employee may be suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension.

TEMPORARY
ASSIGNMENT OF AN
EMPLOYEE
SUSPENDED WITH
PAY

The Superintendent or designee may temporarily reassign an employee who has been suspended with pay from his or her regular duties, if the Superintendent or designee determines it is in the best interest of the District.

DRAFT

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

**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:

Approve Lone Star Governance Quarterly Board Progress Tracker.

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	First Quarter	Second Quarter	Third Quarter	4th & 5th Quarter Targets	Total Points Possible
Vision 1	0	12	12	12	12	15
Vision 2	0	12	12	12	12	15
Vision 3	0		3	3	9	10
Vision 4	0		4	4	4	5
Accountability 1	0		1	1	12	15
Accountability 2	0		0.5	0.5	5	5
Structure	0	1	4	4	15	15
Advocacy	0		0	0	9	10
Unity	0		0	0	9	10
Total	0	25	36.5	36.5	87	100

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	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		

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE BUDGET AMENDMENT FOR BID PACKAGE 061 (RFCSP 18-014) TO RESTORE UNUSED PROGRAM CONTINGENCY IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On October 10, 2017 the Board of Education (BOE) approved the use of program contingency for Construction Contract Bid Package 061 (RFCSP 18-014) in a Not-To-Exceed (NTE) amount as noted on the table below. This board agenda item is to present final amounts required after negotiations and contracting efforts have been completed.

BP 061 includes an addition to the kitchen and dining hall at TEA 119 E.M. Daggett Elementary School and at TEA 011 Trimble Technical High School, Field House additions and renovations, Career Technology Education (CTE) renovations at auto body shop along with renovation work mainly consisting of emergency and exterior lighting at both campuses.

Bid Package	BOE Not-To-Exceed Approved Contingency	Actual Amount Required	Variance
061	\$1,300,439	(\$881,939)	\$418,500

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for Bid Package 061 (RFCSP 18-014) to Restore Unused Program Contingency in The 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment for Bid Package 061 (RFCSP 18-014) to Restore Unused Program Contingency in The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for Bid Package 061 (RFCSP 18-014) to Restore Unused Program Contingency in The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

See attached budget amendment for details

COST:

This item restores unused program contingency in the sum of \$418,500 to Program Contingency (B47). The net amount of contingency used at each campus involved in this bid package is outlined on the attached budget amendment.

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

Capital Improvement Program
TEA 011 Trimble Technical HS
TEA 119 E. M. Daggett ES

RATIONALE:

The intent of this agenda item is to present to the Board Of Education a reconciliation of actual program contingency used.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 10/24/17	BP 061 BUDGET RESTORE	Revised 12/12/17
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,646,308		\$ 8,646,308
003	South Hills High School	\$ 7,231,465		\$ 7,231,465
004	Diamond Hill-Jarvis High School	\$ 7,206,937		\$ 7,206,937
005	Dunbar High School	\$ 4,086,155		\$ 4,086,155
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	\$ 6,242,915		\$ 6,242,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
011	Trimble Technical High School	\$ 2,224,765	\$ 239,210	\$ 2,463,975
014	Southwest High School	\$ 2,147,291		\$ 2,147,291
015	Western Hills High School	\$ 5,901,656		\$ 5,901,656
016	O.D. Wyatt High School	\$ 2,652,657		\$ 2,652,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
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	\$ 2,953,214		\$ 2,953,214
044	Elder Middle School	\$ 3,656,787		\$ 3,656,787
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		\$ 2,786,286
050	McLean Middle School	\$ 4,960,663		\$ 4,960,663
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	\$ 1,887,764		\$ 1,887,764
056	Riverside Middle School	\$ 207,511		\$ 207,511
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	\$ 1,806,531		\$ 1,806,531
064	Glencrest 6th Grade	\$ 2,643,619		\$ 2,643,619
067	Rosemont 6th Grade	\$ 2,144,053		\$ 2,144,053
069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
070	Jean McClung Middle School	\$ 133,464		\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,065,625		\$ 9,065,625
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	\$ 412,801		\$ 412,801
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		\$ 1,744,841
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	\$ 2,421,295	\$ 642,729	\$ 3,064,024
120	Rufino Mendoza Elementary School	\$ 2,419,693		\$ 2,419,693
121	DeZavala Elementary School	\$ 3,497,765		\$ 3,497,765
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	\$ 2,286,759		\$ 2,286,759

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 10/24/17	BP 061 BUDGET RESTORE	Revised 12/12/17
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		\$ 1,936,857
141	Meadowbrook Elementary	\$ 115,699		\$ 115,699
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,565,990		\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,194,298		\$ 2,194,298
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	\$ 2,799,431		\$ 2,799,431
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		\$ 1,475,234
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	\$ 6,630,079		\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,960,142		\$ 13,960,142
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
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		\$ 19,342,020
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

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 10/24/17	BP 061 BUDGET RESTORE	Revised 12/12/17
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,443,826		\$ 1,443,826
BP 061	Final amounts per school to be finalized upon negotiations	\$ 1,300,439	\$ 881,939	
BP 028	Final amounts per school to be finalized upon negotiations	\$ 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	\$ 22,378,730		\$ 22,378,730
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	\$ -	\$ 418,500	\$ 418,500
B47	Owner's Program Contingency - Prop 2	\$ 648,430		\$ 648,430
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	\$ 910,872		\$ 910,872
TEC	Contingency Transfer from Technology	\$ 665,206		\$ 665,206
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 359,869,165		\$ 359,869,165
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 489,860,000		\$ 489,860,000

**2013 Capital Improvement Program
Contingency Summary
As of 12/12/17**

As of 10/24/17	BOE 12/12/17 Proposed Items		As of 12/12/17
Proposition I Contingency Balance	BP 067 Enter to negotiate with GC	Transfers to Program Contingency	Proposition I Contingency Balance
\$ 665,205.00	\$ (267,914.00)	\$ 300,000.00	\$ 697,291.00 *
Total Amount is \$32,086			

Potential Future Transfers to Contingency:

Potential funds transfer from substantially completed projects		
FF&E Contingency	\$	600,000.00
Sub-Total	\$	1,297,291

Potential Future Use of Contingency on Pending Projects:

No identified projected costs		**
	\$	-
Sub-Total	\$	-

Estimated Contingency Balance **Total** **\$1,297,291**

As of 10/24/17	BOE 12/12/17 Proposed Items	As of 12/12/17
Proposition II Contingency Balance	No items proposed.	Proposition II Contingency Balance
\$ 1,698,430		\$ 1,698,430 ***

Estimated Contingency Balance **Total** **\$1,698,430**

* Excludes FFE, ADA and Safety/Security Contingencies
 ** Project Costs are estimated and may change
 *** Applicable to VPA/STEM, VZG or related projects

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE BUDGET AMENDMENT AND AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACT WITH A GENERAL CONTRACTOR FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE 067 (RFCSP 18-015)

BACKGROUND:

The process of advertising and releasing a Request for Competitive Sealed Proposals RFCSP 18-015 for the construction of the 2013 CIP Bid Package 067 has been completed.

Recent costs increases in the Texas construction market have resulted in substantial variances between budget and bid amounts. This is more evident in projects that include new kitchen/cafeterias where costs have experienced increases upwards of 60%. In addition, mechanical, electrical and plumbing, among other trades, have also been affected by the current market conditions both in materials and in the recent high demand for labor forces in the region.

BP 067 includes an addition to the kitchen and dining hall at TEA 063 Como Montessori School along with renovation work mainly consisting of emergency and exterior lighting.

The Capital Improvement Program (CIP) seeks authorization from the Board to proceed with formal negotiations with the best value Contractor upon final evaluations of the seven (7) proposals received. Should the first ranked Contractor decline or otherwise fail to enter into an agreement, the CIP shall formally end negotiations and proceed into negotiations with the next ranked Contractor, until an agreement is reached or the contract will be rebid.

Additionally, CIP is asking the BOE to approve the transfer of up to \$686,414 from the Program Contingency account to the budget accounts contained in BP 067; this reflects the variance between current budget and the highest proposal of the seven (7) received.

Bid Package	Current Construction Budget	Amount Requested	Not-To-Exceed Construction Budget
BP 067	\$967,907	\$686,414	\$1,654,321

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment And Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 067 (RFCSP 18-015)
2. Decline to Approve Budget Amendment And Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 067 (RFCSP 18-015)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment And Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 067 (RFCSP 18-015)

FUNDING SOURCE

Additional Details

CIP	681-81-6629-B39-063-99-000-000000 -	\$ 937,215
	681-81-6629-B40-063-99-000-000000 -	\$ 30,692
	Subtotal -	\$ 967,907
	681-81-6629-B47-999-99-000-000000 -	\$ 418,500
	681-81-6629-TEC-999-99-000-000000 -	\$ 267,914
	Subtotal -	\$ 686,414
	Total -	\$ 1,654,321

COST:

Not-To-Exceed \$ 1,654,321

VENDOR:

In alphabetical order:

- 1) Basecom, Inc.
- 2) Imperial Construction
- 3) MAC'S Construction Company, Inc.
- 4) New World Contracting, LLC
- 5) Phillips | May Corporation
- 6) Reeder + Summit Joint Venture
- 7) SDB Contracting Services

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 063 Como Montessori School

RATIONALE:

On January 22, 2008, the Board of Education authorized the District to use competitive sealed proposals (CSP) as the procurement method for projects in conjunction with the 2013 Capital Improvement Program. The CSP statutes for Texas were used to select the best value Contractor and will be used to negotiate and enter into a contract to provide these construction services.

On April 22, 2014, the Board of Education approved the Standard Form of Agreement and General Conditions for Construction. This approved template will be used to contract for these services. The negotiation and execution of this contract will follow the procedures established by Board policy and law.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/12/17	BP 067 GC CONTRACT	Revised 12/12/17
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,646,308		\$ 8,646,308
003	South Hills High School	\$ 7,231,465		\$ 7,231,465
004	Diamond Hill-Jarvis High School	\$ 7,206,937		\$ 7,206,937
005	Dunbar High School	\$ 4,086,155		\$ 4,086,155
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	\$ 6,242,915		\$ 6,242,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
011	Trimble Technical High School	\$ 2,463,975		\$ 2,463,975
014	Southwest High School	\$ 2,147,291		\$ 2,147,291
015	Western Hills High School	\$ 5,901,656		\$ 5,901,656
016	O.D. Wyatt High School	\$ 2,652,657		\$ 2,652,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
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	\$ 2,953,214		\$ 2,953,214
044	Elder Middle School	\$ 3,656,787		\$ 3,656,787
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		\$ 2,786,286
050	McLean Middle School	\$ 4,960,663		\$ 4,960,663
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	\$ 1,887,764		\$ 1,887,764
056	Riverside Middle School	\$ 207,511		\$ 207,511
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	\$ 1,806,531	\$ 686,414	\$ 2,492,945
064	Glencrest 6th Grade	\$ 2,643,619		\$ 2,643,619
067	Rosemont 6th Grade	\$ 2,144,053		\$ 2,144,053
069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
070	Jean McClung Middle School	\$ 133,464		\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,065,625		\$ 9,065,625
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	\$ 412,801		\$ 412,801
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		\$ 1,744,841
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	\$ 3,064,024		\$ 3,064,024
120	Rufino Mendoza Elementary School	\$ 2,419,693		\$ 2,419,693
121	DeZavala Elementary School	\$ 3,497,765		\$ 3,497,765
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	\$ 2,286,759		\$ 2,286,759

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/12/17	BP 067 GC CONTRACT	Revised 12/12/17
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		\$ 1,936,857
141	Meadowbrook Elementary	\$ 115,699		\$ 115,699
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,565,990		\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,194,298		\$ 2,194,298
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
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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	\$ 2,799,431		\$ 2,799,431
160	Maudrie M. Walton Elementary School	\$ 142,839		\$ 142,839
161	Sam Rosen Elementary School	\$ 1,907,868		\$ 1,907,868
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171	Tanglewood Elementary School	\$ 6,630,079		\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,960,142		\$ 13,960,142
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
188	Atwood McDonald Elementary School	\$ 2,292,271		\$ 2,292,271
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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		\$ 19,342,020
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

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



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836	Scarborough-Handley Athletic Field	\$ 1,443,826		\$ 1,443,826
BP 028	Final amounts per school to be finalized upon negotiations	\$ 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	\$ 22,378,730		\$ 22,378,730
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	\$ 418,500	\$ (418,500)	\$ -
B47	Owner's Program Contingency - Prop 2	\$ 648,430		\$ 648,430
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	\$ 910,872		\$ 910,872
TEC	Contingency Transfer from Technology	\$ 665,206	\$ (267,914)	\$ 397,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 359,869,165		\$ 359,869,165
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 489,860,000		\$ 489,860,000

**2013 Capital Improvement Program
Contingency Summary
As of 12/12/17**

As of 10/24/17	BOE 12/12/17 Proposed Items		As of 12/12/17
Proposition I Contingency Balance	BP 067 Enter to negotiate with GC	Transfers to Program Contingency	Proposition I Contingency Balance
\$ 665,205.00	\$ (267,914.00)	\$ 300,000.00	\$ 697,291.00 *
Total Amount is \$32,086			

Potential Future Transfers to Contingency:

Potential funds transfer from substantially completed projects		
FF&E Contingency	\$	600,000.00
Sub-Total	\$	1,297,291

Potential Future Use of Contingency on Pending Projects:

No identified projected costs		**
	\$	-
Sub-Total	\$	-

Estimated Contingency Balance **Total** **\$1,297,291**

As of 10/24/17	BOE 12/12/17 Proposed Items	As of 12/12/17
Proposition II Contingency Balance	No items proposed.	Proposition II Contingency Balance
\$ 1,698,430		\$ 1,698,430 ***

Estimated Contingency Balance **Total** **\$1,698,430**

* Excludes FFE, ADA and Safety/Security Contingencies
 ** Project Costs are estimated and may change
 *** Applicable to VPA/STEM, VZG or related projects

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE BUDGET AMENDMENT TRANSFERRING FUNDS TO PROGRAM CONTINGENCY FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On October 24, 2017 the Board Of Education (BOE) approved the use of program contingency to fund the purchase of new Furniture, Fixtures and Equipment (FF&E) for the campuses listed below to furnish a study area. The intent of this board agenda items is to transfer funds to program contingency from campuses where an allowance for the study area was originally included in the general contractor’s agreement. The total amount to be transferred is \$300,000.

Campus	Transfer Amount
TEA 003 South Hills HS	\$75,000
TEA 005 Dunbar HS	\$75,000
TEA 009 Polytechnic HS	\$75,000
TEA 014 Southwest HS	\$75,000
Total	\$300,000

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-003-99-000-000000-	\$	75,000
	681-81-6629-XXX-005-99-000-000000-	\$	75,000
	681-81-6629-XXX-009-99-000-000000-	\$	75,000
	681-81-6629-XXX-014-99-000-000000-	\$	75,000
	TOTAL -	\$	300,000

COST:

\$ 300,000

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 003 South Hills HS
TEA 005 Dunbar HS
TEA 009 Polytechnic HS
TEA 014 Southwest HS

RATIONALE:

The intent of this board agenda items is to transfer funds to program contingency from campuses where an allowance for the study area was included in the general contractor's agreement as noted in the table below. The total amount to be transferred is \$525,000.

INFORMATION SOURCE:

Vicki D. Burris
Gary Griffith

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/12/17	TRANSFERS TO TEC	Revised 12/12/17
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,646,308		\$ 8,646,308
003	South Hills High School	\$ 7,231,465	\$ (75,000)	\$ 7,156,465
004	Diamond Hill-Jarvis High School	\$ 7,206,937		\$ 7,206,937
005	Dunbar High School	\$ 4,086,155	\$ (75,000)	\$ 4,011,155
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	\$ 6,242,915	\$ (75,000)	\$ 6,167,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
011	Trimble Technical High School	\$ 2,463,975		\$ 2,463,975
014	Southwest High School	\$ 2,147,291	\$ (75,000)	\$ 2,072,291
015	Western Hills High School	\$ 5,901,656		\$ 5,901,656
016	O.D. Wyatt High School	\$ 2,652,657		\$ 2,652,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
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	\$ 2,953,214		\$ 2,953,214
044	Elder Middle School	\$ 3,656,787		\$ 3,656,787
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		\$ 2,786,286
050	McLean Middle School	\$ 4,960,663		\$ 4,960,663
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	\$ 1,887,764		\$ 1,887,764
056	Riverside Middle School	\$ 207,511		\$ 207,511
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	\$ 2,492,945		\$ 2,492,945
064	Glencrest 6th Grade	\$ 2,643,619		\$ 2,643,619
067	Rosemont 6th Grade	\$ 2,144,053		\$ 2,144,053
069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
070	Jean McClung Middle School	\$ 133,464		\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,065,625		\$ 9,065,625
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	\$ 412,801		\$ 412,801
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		\$ 1,744,841
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	\$ 3,064,024		\$ 3,064,024
120	Rufino Mendoza Elementary School	\$ 2,419,693		\$ 2,419,693
121	DeZavala Elementary School	\$ 3,497,765		\$ 3,497,765
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	\$ 2,286,759		\$ 2,286,759

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/12/17	TRANSFERS TO TEC	Revised 12/12/17
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		\$ 1,936,857
141	Meadowbrook Elementary	\$ 115,699		\$ 115,699
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,565,990		\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,194,298		\$ 2,194,298
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	\$ 2,799,431		\$ 2,799,431
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		\$ 1,475,234
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	\$ 6,630,079		\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,960,142		\$ 13,960,142
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
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		\$ 19,342,020
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

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/12/17	TRANSFERS TO TEC	Revised 12/12/17
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,443,826		\$ 1,443,826
BP 028	Final amounts per school to be finalized upon negotiations	\$ 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	\$ 22,378,730		\$ 22,378,730
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	\$ -		\$ -
B47	Owner's Program Contingency - Prop 2	\$ 648,430		\$ 648,430
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	\$ 910,872		\$ 910,872
TEC	Contingency Transfer from Technology	\$ 397,292	\$ 300,000	\$ 697,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 359,869,165		\$ 359,869,165
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 489,860,000		\$ 489,860,000

**2013 Capital Improvement Program
Contingency Summary
As of 12/12/17**

As of 10/24/17	BOE 12/12/17 Proposed Items		As of 12/12/17
Proposition I Contingency Balance	BP 067 Enter to negotiate with GC	Transfers to Program Contingency	Proposition I Contingency Balance
\$ 665,205.00	\$ (267,914.00)	\$ 300,000.00	\$ 697,291.00 *
Total Amount is \$32,086			

Potential Future Transfers to Contingency:

Potential funds transfer from substantially completed projects		
FF&E Contingency	\$	600,000.00
Sub-Total	\$	1,297,291

Potential Future Use of Contingency on Pending Projects:

No identified projected costs		**
	\$	-
Sub-Total	\$	-

Estimated Contingency Balance **Total** **\$1,297,291**

As of 10/24/17	BOE 12/12/17 Proposed Items	As of 12/12/17
Proposition II Contingency Balance	No items proposed.	Proposition II Contingency Balance
\$ 1,698,430		\$ 1,698,430 ***

Estimated Contingency Balance **Total** **\$1,698,430**

* Excludes FFE, ADA and Safety/Security Contingencies
 ** Project Costs are estimated and may change
 *** Applicable to VPA/STEM, VZG or related projects

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 020 (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. TEA 126 East Handley Elementary School remains in construction and contingencies have been exhausted. CIP is requesting a budget increase of a not-to-exceed amount of \$35,000 to cover unforeseen changes that may occur prior to project completion. This budget increase can be funded from within the project budget and therefore does not require the use of program contingency.

BP	Original Contract Amount	Approved Budget Changes to Date	Amount Requested	Revised Not-To-Exceed Construction Contract
020	\$2,739,000	\$25,000	\$35,000	\$2,799,000

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase For Bid Package 020 (RFCSP#17-003) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase For Bid Package 020 (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 (RFCSP#17-003) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-126-99-000-000000 - \$ 35,000

COST:

\$35,000

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 \$35,000 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
December 12, 2017**

TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 055 IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 12, 2017 the Board of Education (BOE) approved the authorization to enter into the second of a two-phase contract with Joeris|BASECOM Team General Contractor for the 2013 Capital Improvement Program Bid Package 055. A contract was issued and executed between the District and Joeris|BASECOM Team utilizing both CIP and TIF as funding sources. Additional costs at TEA 259 Van Zandt-Guinn ES have been estimated at \$120,000. Additional costs including the removal of asbestos containing materials discovered in the building envelop during demolition guided by National Emission Standards for Hazardous Air Pollutants (NESHAP) and providing sod in lieu of hydro-mulch for the entire site. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$120,000 to execute change order for the items noted above. This change order can be funded from within the project budget set aside from TIF funds and therefore does not require the use of program contingency.

BP	Original Contract Amount	Approved Budget Changes to Date	Amount Requested	Revised Not-To-Exceed Construction Contract
055	\$13,763,563	\$0	\$120,000	\$13,883,563

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase for Bid Package 055 in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 055 in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Increase for Bid Package 055 in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

Special Revenue

499-81-6629-001-259-99-475-000000-49906

COST:

Not to Exceed 120,000

VENDOR:

Joeris|BASECOM Team

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 259 Van Zandt-Guinn Elementary School
Capital Improvement Program

RATIONALE:

A budget increase is needed to a fund change order in a not-to-exceed amount of \$120,000 which cannot be covered with the available funds within the General Contractor's Agreement. This change order 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
December 12, 2017**

TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 056 (RFCSP 17-065) 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 with a Reeder + Summit Joint Venture General Contractor for the 2013 Capital Improvement Program Bid Package 056 (RFCSP 17-065) which includes TEA 111 Carter Park Elementary School. Negotiations with Reeder + Summit Joint Venture were completed and a contract was issued and executed between the District and Reeder + Summit Joint Venture. This project remains in construction and contingencies have been exhausted. CIP is requesting a budget increase of a not-to-exceed amount of \$25,000 to cover unforeseen changes that may occur prior to project completion. This budget increase can be funded from within the project budget and therefore does not require the use of program contingency.

BP	Original Contract Amount	Approved Budget Changes to Date	Amount Requested	Revised Not-To-Exceed Construction Contract
056	\$1,797,000	\$50,000	\$25,000	\$1,872,000

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase for Bid Package 056 (RFCSP 17-065) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 056 (RFCSP 17-065) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Increase for Bid Package 056 (RFCSP 17-065) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-111-99-000-000000 - \$ 25,000

COST:

Not to Exceed \$25,000

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:

A budget increase is needed to a fund future changes in a not-to-exceed amount of \$25,000 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
December 12, 2017**

TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 059 (RFCSP #17-006) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On November 15, 2016 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with RJM Contractors for the 2013 Capital Improvement Program Bid Package 059 (RFCSP #17-006). Negotiations with RJM Contractors were completed and a contract was issued and executed between the District and RJM Contractors. Additional costs have been identified at TEA 067 Rosemont 6th Grade for additional support at roof top HVAC units, relocation of floor drains, repairs to existing roof, furring out existing walls at the kitchen, a vent hood control panel and other related items. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$55,000 to execute change orders for the items noted above and additional unforeseen conditions. This budget increase can be funded from within the project budget and therefore does not require the use of program contingency.

BP	Original Contract Amount	Approved Budget Changes to Date	Amount Requested	Revised Not-To-Exceed Construction Contract
059	\$1,936,261	\$0	\$55,000	\$1,991,261

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase for Bid Package 059 (RFCSP #17-006) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 059 (RFCSP #17-006) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Increase for Bid Package 059 (RFCSP #17-006) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-067-99-000-000000 - \$ \$55,000

COST:

\$55,000

VENDOR:

RJM 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 067 Rosemont 6th Grade
Capital Improvement Program

RATIONALE:

A budget increase is needed to a fund change orders in a not-to-exceed amount of \$55,000 which cannot be covered with the available funds within the General Contractor's Agreement. These change orders will be funded from within the campus budget and therefore do not require the use of Program Contingency.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 066A (RFCSP 17-066) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On April 11, 2017 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Ratcliff Construction, LP for the 2013 Capital Improvement Program Bid Package 066A (RFCSP #17-066). Negotiations with Ratcliff Construction, LP were completed and a contract was issued and executed between the District and Ratcliff Construction, LP. Additional costs have been identified at TEA 009 Polytechnic High School Center for multiple modifications to civil, plumbing, architectural and technology components. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$80,000 to execute change orders for the items noted above and additional unforeseen conditions. This budget increase can be funded from within the project budget and therefore does not require the use of program contingency.

BP	Original Contract Amount	Approved Budget Changes to Date	Amount Requested	Revised Not-To-Exceed Construction Contract
066A	\$4,956,661	(\$75,000)	\$80,000	\$4,961,661

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase for Bid Package 066A (RFCSP 17-066) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 066A (RFCSP 17-066) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Increase for Bid Package 066A (RFCSP 17-066) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-009-99-000-000000 - \$ 80,000

COST:

\$80,000

VENDOR:

Ratcliff Construction, LP

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 009 Polytechnic High School
Capital Improvement Program

RATIONALE:

A budget increase is needed to a fund change orders in a not-to-exceed amount of \$80,000 which cannot be covered with the available funds within the General Contractor's Agreement. These change orders will be funded from within the campus budget and therefore do not require the use of Program Contingency.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE SCOPE ADJUSTMENT FOR BID PACKAGE #17 (RFP #15-036) FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

The original scope of work for Tanglewood Elementary School (ES) in the 2013 Capital Improvement Program (CIP) included the following improvements: 1) Life Safety and Technology Upgrades, 2) A new 14 classroom addition, and 3) Renovation and expansion of the existing cafeteria and an addition to the existing kitchen.

Fort Worth ISD recently completed a districtwide facility master planning process. The process involved an extensive look at the demographic data for each campus as well as the educational space currently available for teaching and learning. Members of the Leadership Team studied the Tanglewood ES Campus Assessment Summary along with the enrollment projections for that campus. During that process the 14 classroom additional was put on hold.

The projections indicated that the enrollment at Tanglewood ES would grow to almost 1100 students during the next three years. The current building cannot accommodate an enrollment of that size and the build out of a 14 classroom addition will not eliminate the need for portable buildings. In fact, the additional square footage would increase the parking requirements and significantly decrease the amount of green space for playgrounds and fields.

As a result of that study, the scope of the 2017 Capital Improvement Program approved by voters on November 7, 2017, included a new elementary school to relieve overcrowding at the current Tanglewood ES campus.

Staff is requesting that the scope of work at Tanglewood ES be adjusted and that the 14 classroom addition be removed from the planned work. The scope should be amended to include the renovation and expansion of the current Tanglewood ES Library and additional boys and girls restroom facilities.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Scope Adjustment For Bid Package #17 (RFP #15-036) For The 2013 Capital Improvement Program
2. Decline to Approve Scope Adjustment For Bid Package #17 (RFP #15-036) For The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Scope Adjustment For Bid Package #17 (RFP #15-036) For The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

Not Applicable

COST:

TBD

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

Tanglewood Elementary
Capital Improvement Program

RATIONALE:

Fort Worth ISD completed the long range Master Planning process. Members of the Leadership Team involved in that process studied the demographic data as well as information from the Tanglewood Elementary School Campus Assessment Summary. As part of the scope for the 2017 Capital Improvement Program there will be a new elementary school built to relieve overcrowding at the current Tanglewood ES. The results of the study led to the Board of Education calling for a \$750M bond program, that was approved by the voters on November 7, 2017. The scope of the 2017 Capital Improvement Program includes a new elementary school to relieve overcrowding at the current Tanglewood ES. As a result, Administration believes that the scope change at the current Tanglewood ES should include the renovation and expansion of the Library and additional boys and girls restroom facilities. The 14 room classroom addition should not be constructed at this time.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Karen Molinar
Art Cavazos

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 12, 2017**

**TOPIC: APPROVAL OF BUDGET AMENDMENT FOR THE PERIOD ENDED
NOVEMBER 30, 2017**

BACKGROUND:

The 2017-2018 General Fund Budget was initially adopted on June 27, 2017 and last amended through the period ended October 31, 2017. During the month of November 2017, requests were made by campuses and departments to transfer funds between functions, as reflected on the spreadsheet provided, which are necessary in the normal course of District operations. Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the period ended November 30, 2017
2. Decline to Approve Budget Amendment for the period ended November 30, 2017
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the period ended November 30, 2017

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

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

INFORMATION SOURCE:

Elsie Schiro
Lori Boswell
Patricia Young

**General Fund
2017-2018
Budget Amendment
For The Period Ended November 30, 2017**

	General Fund 2017-2018 Amended Budget for 10/31/17	Adjustments	General Fund 2017-2018 Amended Budget for 11/30/17
REVENUE & OTHER SOURCES			
5700 Local Revenue	\$346,724,233		\$346,724,233
5800 State Revenue	380,376,630		380,376,630
5900 Federal Revenue	12,300,000		12,300,000
7900 Other Sources	7,795,220		7,795,220
Total Revenue & Other Sources	\$747,196,083	\$0	\$747,196,083
EXPENDITURES			
11 Instruction	\$464,874,003	(\$87,365)	\$464,786,638
12 Instruction Resources and Media Services	\$11,524,859	(\$4,547)	\$11,520,312
13 Curriculum and Instructional Staff Development	\$13,030,571	(\$13,318)	\$13,017,253
21 Instructional Administration	\$13,411,483	\$44,900	\$13,456,383
23 School Administration	\$50,868,824	\$14,489	\$50,883,313
31 Guidance and Counseling Services	\$43,953,988	(\$3,956)	\$43,950,032
32 Social Work Services	\$5,120,889	\$0	\$5,120,889
33 Health Services	\$11,593,726	\$13,055	\$11,606,781
34 Student Transportation	\$20,554,964	(\$244)	\$20,554,720
35 Food Services	\$256,400	(\$1,165)	\$255,235
36 Cocurricular/Extracurricular Activities	\$15,622,211	\$22,665	\$15,644,876
41 General Administration	\$20,111,146	(\$4,900)	\$20,106,246
51 Plant Maintenance and Operations	\$87,203,671	\$1,444	\$87,205,115
52 Security and Monitoring Services	\$12,534,727	\$745	\$12,535,472
53 Data Processing Services	\$13,822,926	\$100	\$13,823,026
61 Community Services	\$5,461,486	\$18,097	\$5,479,583
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$6,032,315	\$0	\$6,032,315
95 Payments to Juvenile Justice Alt Ed Program	\$150,000	\$0	\$150,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,610,800	\$0	\$2,610,800
Total Budgeted Expenditures	\$798,738,989	(\$0)	\$798,738,989
Total Deficit	(\$51,542,906)	\$0	(\$51,542,906)
Beginning Fund Balance (Unaudited)	177,032,784		189,960,917
Fund Balance-Ending (Unaudited)	\$125,489,878	\$0	\$138,418,011

FORT WORTH INDEPENDENT SCHOOL DISTRICT

SUMMARY OF 2017-2018 BUDGET AMENDMENTS GENERAL FUND



	ORIGINAL	ADD/ SUBTRACT	REVISED 7/31/17	ADD/ SUBTRACT	REVISED 8/31/17	ADD/ SUBTRACT	REVISED 9/12/17	ADD/ SUBTRACT	REVISED 9/30/17	ADD/ SUBTRACT	REVISED 10/31/17	ADD/ SUBTRACT	REVISED 11/30/17
Resources (Inflows):													
5700 Local and Intermediate Sources	\$346,724,233		\$346,724,233		\$346,724,233		\$346,724,233		\$346,724,233		\$346,724,233		\$346,724,233
5800 State Program Revenues	\$380,376,630		\$380,376,630		\$380,376,630		\$380,376,630		\$380,376,630		\$380,376,630		\$380,376,630
5900 Federal Program Revenues	\$12,300,000		\$12,300,000		\$12,300,000		\$12,300,000		\$12,300,000		\$12,300,000		\$12,300,000
7900 Other Financing Sources	\$7,795,220		\$7,795,220		\$7,795,220		\$7,795,220		\$7,795,220		\$7,795,220		\$7,795,220
Amounts Available for Appropriations	747,196,083		747,196,083		747,196,083		747,196,083		747,196,083		747,196,083		747,196,083
Charges to Appropriations (Outflows)													
11 Instruction	465,014,869		465,014,869	(121,003)	464,893,866		464,893,866	(35,369)	464,858,497	15,506	464,874,003	(87,365)	464,786,638
12 Instructional Resources and Media Services	11,510,287		11,510,287	24,412	11,534,699		11,534,699	(9,500)	11,525,199	(340)	11,524,859	(4,547)	11,520,312
13 Curriculum Development and Instructional Personnel Development	13,113,760		13,113,760	60,073	13,173,833		13,173,833	(147,962)	13,025,871	4,700	13,030,571	(13,318)	13,017,253
21 Instructional Administration	13,346,611		13,346,611	6,000	13,352,611		13,352,611	49,172	13,401,783	9,700	13,411,483	44,900	13,456,383
23 School Administration	50,829,086		50,829,086	25,850	50,854,936		50,854,936	5,740	50,860,676	8,148	50,868,824	14,489	50,883,313
31 Guidance and Counseling Services	44,002,740		44,002,740	18,399	44,021,139		44,021,139	(66,651)	43,954,488	(500)	43,953,988	(3,956)	43,950,032
32 Attendance and Social Work Services	4,982,325		4,982,325	(15,356)	4,966,969		4,966,969	183,920	5,150,889	(30,000)	5,120,889		5,120,889
33 Health Services	11,590,926		11,590,926	2,500	11,593,426		11,593,426	300	11,593,726		11,593,726	13,055	11,606,781
34 Student (pupil) Transportation	20,560,964		20,560,964	(1,000)	20,559,964		20,559,964		20,559,964	(5,000)	20,554,964	(244)	20,554,720
35 Food Services	258,400		258,400		258,400		258,400	3,300	261,700	(5,300)	256,400	(1,165)	255,235
36 Cocurricular/Extracurricular Activities	15,631,316		15,631,316	(3,000)	15,628,316		15,628,316	(105)	15,628,211	(6,000)	15,622,211	22,665	15,644,876
41 General Administration	20,117,146		20,117,146		20,117,146		20,117,146	(6,000)	20,111,146		20,111,146	(4,900)	20,106,246
51 Plant Maintenance and Operations	87,182,360		87,182,360	125	87,182,485		87,182,485	13,655	87,196,140	7,531	87,203,671	1,444	87,205,115
52 Security and Monitoring Services	12,533,422		12,533,422		12,533,422		12,533,422	250	12,533,672	1,055	12,534,727	745	12,535,472
53 Data Processing Services	13,822,926		13,822,926		13,822,926		13,822,926		13,822,926		13,822,926	100	13,823,026
61 Community Services	5,459,536		5,459,536	1,000	5,460,536		5,460,536	450	5,460,986	500	5,461,486	18,097	5,479,583
71 Debt Service													
81 Facilities Acquisition & Construction	2,838,315		2,838,315		2,838,315	3,194,000	6,032,315		6,032,315		6,032,315		6,032,315
95 Juvenile Justice Alternative Education	150,000		150,000		150,000		150,000		150,000		150,000		150,000
97 Tax Increment Financing													
99 Other Intergovernmental Charges	2,600,000		2,600,000	2,000	2,602,000		2,602,000	8,800	2,610,800		2,610,800		2,610,800
Total Charges to Appropriations	795,544,989		795,544,989		795,544,989		798,738,989		798,738,989	0	798,738,989	(0)	798,738,989
Net Change in Fund Balance	(48,348,906)		(48,348,906)		(48,348,906)		(51,542,906)		(51,542,906)		(51,542,906)		(51,542,906)
Fund Balance-Beginning (Unaudited)	177,032,784		177,032,784		177,032,784		177,032,784		177,032,784		177,032,784		189,960,917
Fund Balances-Ending (Unaudited)	\$128,683,878		\$128,683,878		\$128,683,878		\$125,489,878		\$125,489,878		\$125,489,878		\$138,418,011

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**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE AMENDMENT TO THE 2013 CAPITAL IMPROVEMENT PROGRAM TO INCREASE BUDGETED REVENUE AND EXPENDITURES DUE TO INVESTMENT INTEREST EARNED ON CIP FUNDS

BACKGROUND:

In 2013, voters overwhelmingly approved the District’s \$489.9M Capital Improvement Program, Commitment to Classrooms. Accordingly, the authorized bonds were sold in three separate issuances to meet the funding needs of the program: January 2014 - \$135M, March 2015 - \$115M, and August 2016 - \$239.9M. The District is responsible for ensuring the cash flow requirements of the program are met and investing all remaining funds in accordance with the Public Funds Investment Act (PFIA) and Board Policy CDA. The District’s main objective when investing bonds funds is to ensure safety of principal and ease of liquidity.

As of September 2017, the District has earned \$3,195,404 in investment interest on CIP funds. As a result, an amendment to the Capital Improvement Program’s revenue budget is required. This additional revenue provides additional funding for the current Capital Improvement Program and an amendment is required to increase the expenditure budgets as follows:

CIP Construction	\$2,348,622
Operations (Buses & White Fleet)	\$194,920
<u>Technology</u>	<u>\$651,862</u>
Total	\$3,195,404

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Amendment to the 2013 Capital Improvement Program to Increase Budgeted Revenue and Expenditures Due to Investment Interest Earned on CIP Funds.
2. Decline to Approve Amendment to the 2013 Capital Improvement Program to Increase Budgeted Revenue and Expenditures Due to Investment Interest Earned on CIP Funds.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Amendment to the 2013 Capital Improvement Program to Increase Budgeted Revenue and Expenditures Due to Investment Interest Earned on CIP Funds.

FUNDING SOURCE

Additional Details

CIP

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

Capital Improvement Program
Business & Finance
Division of Technology
Operations

RATIONALE:

In accordance with Board Policy CDA, the primary objective of the investment strategy for bond funds is the ability to generate a dependable revenue stream from investments with a low degree of volatility, and be able to meet the cash flow requirements of the capital projects. Projected cash flow needs are matched with investment liquidity, utilizing the highest quality investment instruments to ensure preservation of principal.

INFORMATION SOURCE:

Elsie Schiro
Lori Boswell
Danielle Aery
Kyle Davie
Art Cavazos

**2013 CAPITAL IMPROVEMENT PROGRAM
CONSTRUCTION
BUDGET AMENDMENT TO POST INTEREST EARNED**

		Original Budget	Adjustments	Amended Budget
<u>REVENUE & OTHER SOURCES</u>				
5700	Local Revenue	\$0	\$2,348,622	\$2,348,622
5800	State Revenue	0	0	\$0
5900	Federal Revenue	0	0	\$0
7900	Other Sources	357,369,165	2,500,000	\$359,869,165
Total Revenue & Other Sources		\$357,369,165	\$4,848,622	\$362,217,787
<u>EXPENDITURES</u>				
11	Instruction	\$2,912,666	\$0	\$2,912,666
12	Instruction Resources and Media Services	\$0	\$0	\$0
13	Curriculum and Instructional Staff Development	\$0	\$0	\$0
21	Instructional Administration	\$0	\$0	\$0
23	School Administration	\$0	\$0	\$0
31	Guidance and Counseling Services	\$0	\$0	\$0
32	Social Work Services	\$0	\$0	\$0
33	Health Services	\$0	\$0	\$0
34	Student Transportation	\$0	\$0	\$0
35	Food Services	\$0	\$0	\$0
36	Cocurricular/Extracurricular Activities	\$0	\$0	\$0
41	General Administration	\$305,000	\$0	\$305,000
51	Plant Maintenance and Operations	\$79,876	\$0	\$79,876
52	Security and Monitoring Services	\$5,188,034	\$0	\$5,188,034
53	Data Processing Services	\$0	\$0	\$0
61	Community Services	\$0	\$0	\$0
71	Debt Service	\$0	\$0	\$0
81	Facilities Acquisition & Construction	\$348,883,589	\$4,848,622	\$353,732,211
95	Payments to Juvenile Justice Alt Ed Program	\$0	\$0	\$0
97	Tax Increment Financing	\$0	\$0	\$0
99	Other Intergovernmental Charges	\$0	\$0	\$0
00	Other Uses	\$4,453,537	\$0	\$4,453,537
Total Budgeted Expenditures		\$357,369,165	\$4,848,622	\$362,217,787
				\$0
Total Deficit		\$0	\$0	\$0
Beginning Fund Balance (Unaudited)				
		\$0	\$0	\$0
Fund Balance-Ending (Unaudited)				
		\$0	\$0	\$0

**2013 CAPITAL IMPROVEMENT PROGRAM
TECHNOLOGY
BUDGET AMENDMENT TO POST INTEREST EARNED**

		Original Budget	Adjustments	Amended Budget
<u>REVENUE & OTHER SOURCES</u>				
5700	Local Revenue	\$0	\$651,862	\$651,862
5800	State Revenue	0	0	\$0
5900	Federal Revenue	0	0	\$0
7900	Other Sources	102,490,835	(2,500,000)	\$99,990,835
Total Revenue & Other Sources		\$102,490,835	(\$1,848,138)	\$100,642,697
<u>EXPENDITURES</u>				
11	Instruction	\$35,595,211	(2,500,000)	\$33,095,211
12	Instruction Resources and Media Services	\$0	\$0	\$0
13	Curriculum and Instructional Staff Development	\$0	\$0	\$0
21	Instructional Administration	\$0	\$0	\$0
23	School Administration	\$0	\$0	\$0
31	Guidance and Counseling Services	\$0	\$0	\$0
32	Social Work Services	\$0	\$0	\$0
33	Health Services	\$0	\$0	\$0
34	Student Transportation	\$0	\$0	\$0
35	Food Services	\$0	\$0	\$0
36	Cocurricular/Extracurricular Activities	\$0	\$0	\$0
41	General Administration	\$0	\$0	\$0
51	Plant Maintenance and Operations	\$0	\$0	\$0
52	Security and Monitoring Services	\$0	\$0	\$0
53	Data Processing Services	\$3,744,513	\$651,862	\$4,396,375
61	Community Services	\$0	\$0	\$0
71	Debt Service	\$0	\$0	\$0
81	Facilities Acquisition & Construction	\$63,151,111	\$0	\$63,151,111
95	Payments to Juvenile Justice Alt Ed Program	\$0	\$0	\$0
97	Tax Increment Financing	\$0	\$0	\$0
99	Other Intergovernmental Charges	\$0	\$0	\$0
Total Budgeted Expenditures		\$102,490,835	(\$1,848,138)	\$100,642,697
Total Deficit		\$0	\$0	\$0
Beginning Fund Balance (Unaudited)				
Fund Balance-Ending (Unaudited)		\$0	\$0	\$0

**2013 CAPITAL IMPROVEMENT PROGRAM
OPERATIONS - BUSES WHITE FLEET
BUDGET AMENDMENT TO POST INTEREST EARNED**

		Original Budget	Adjustments	Amendment Budget
<u>REVENUE & OTHER SOURCES</u>				
5700	Local Revenue	\$0	\$194,920	\$194,920
5800	State Revenue	0	0	\$0
5900	Federal Revenue	0	0	\$0
7900	Other Sources	30,000,000	0	\$30,000,000
Total Revenue & Other Sources		\$30,000,000	\$194,920	\$30,194,920
<u>EXPENDITURES</u>				
11	Instruction	\$5,500,000	\$0	\$5,500,000
12	Instruction Resources and Media Services	\$0	\$0	\$0
13	Curriculum and Instructional Staff Development	\$0	\$0	\$0
21	Instructional Administration	\$0	\$0	\$0
23	School Administration	\$0	\$0	\$0
31	Guidance and Counseling Services	\$0	\$0	\$0
32	Social Work Services	\$0	\$0	\$0
33	Health Services	\$0	\$0	\$0
34	Student Transportation	\$20,000,000	\$194,920	\$20,194,920
35	Food Services	\$0	\$0	\$0
36	Cocurricular/Extracurricular Activities	\$2,500,000	\$0	\$2,500,000
41	General Administration	\$0	\$0	\$0
51	Plant Maintenance and Operations	\$2,000,000	\$0	\$2,000,000
52	Security and Monitoring Services	\$0	\$0	\$0
53	Data Processing Services	\$0	\$0	\$0
61	Community Services	\$0	\$0	\$0
71	Debt Service	\$0	\$0	\$0
81	Facilities Acquisition & Construction	\$0	\$0	\$0
95	Payments to Juvenile Justice Alt Ed Program	\$0	\$0	\$0
97	Tax Increment Financing	\$0	\$0	\$0
99	Other Intergovernmental Charges	\$0	\$0	\$0
Total Budgeted Expenditures		\$30,000,000	\$194,920	\$30,194,920
Total Deficit		\$0	\$0	\$0
Beginning Fund Balance (Unaudited)				
Fund Balance-Ending (Unaudited)		\$0	\$0	\$0

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS

Org	Project	Revised 12/12/17	BOND INTEREST TRANSFER	Revised 12/12/17
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,646,308		\$ 8,646,308
003	South Hills High School	\$ 7,156,465		\$ 7,156,465
004	Diamond Hill-Jarvis High School	\$ 7,206,937		\$ 7,206,937
005	Dunbar High School	\$ 4,011,155		\$ 4,011,155
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	\$ 6,167,915		\$ 6,167,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
011	Trimble Technical High School	\$ 2,463,975		\$ 2,463,975
014	Southwest High School	\$ 2,072,291		\$ 2,072,291
015	Western Hills High School	\$ 5,901,656		\$ 5,901,656
016	O.D. Wyatt High School	\$ 2,652,657		\$ 2,652,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
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	\$ 2,953,214		\$ 2,953,214
044	Elder Middle School	\$ 3,656,787		\$ 3,656,787
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		\$ 2,786,286
050	McLean Middle School	\$ 4,960,663		\$ 4,960,663
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	\$ 1,887,764		\$ 1,887,764
056	Riverside Middle School	\$ 207,511		\$ 207,511
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	\$ 2,492,945		\$ 2,492,945
064	Glencrest 6th Grade	\$ 2,643,619		\$ 2,643,619
067	Rosemont 6th Grade	\$ 2,144,053		\$ 2,144,053
069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
070	Jean McClung Middle School	\$ 133,464		\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,065,625		\$ 9,065,625
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	\$ 412,801		\$ 412,801
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		\$ 1,744,841
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	\$ 3,064,024		\$ 3,064,024
120	Rufino Mendoza Elementary School	\$ 2,419,693		\$ 2,419,693
121	DeZavala Elementary School	\$ 3,497,765		\$ 3,497,765
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	\$ 2,286,759		\$ 2,286,759

**SUMMARY OF 2013 CAPITAL
IMPROVEMENT PROGRAM
BUDGET AMENDMENTS**



Org	Project	Revised 12/12/17	BOND INTEREST TRANSFER	Revised 12/12/17
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		\$ 1,936,857
141	Meadowbrook Elementary	\$ 115,699		\$ 115,699
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,565,990		\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,194,298		\$ 2,194,298
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	\$ 2,799,431		\$ 2,799,431
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		\$ 1,475,234
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	\$ 6,630,079		\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,960,142		\$ 13,960,142
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
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	J.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		\$ 19,342,020
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

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/12/17	BOND INTEREST TRANSFER	Revised 12/12/17
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,443,826		\$ 1,443,826
BP 028	Final amounts per school to be finalized upon negotiations	\$ 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	\$ 22,378,730		\$ 22,378,730
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	\$ -	\$ 1,902,384	\$ 1,902,384
B47	Owner's Program Contingency - Prop 2	\$ 648,430	\$ 446,238	\$ 1,094,668
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	\$ 910,872		\$ 910,872
TEC	Contingency Transfer from Technology	\$ 697,292		\$ 697,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 359,869,165		\$ 362,217,787
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 489,860,000		\$ 492,208,622

**ACTION AGENDA ITEM
BOARD MEETING
December 12, 2017**

**TOPIC: OFFICIAL BALLOT FOR ELECTION OF MEMBERS OF THE BOARD
OF THE TARRANT APPRAISAL DISTRICT**

BACKGROUND:

The terms of the five current Directors of the Tarrant Appraisal District (TAD) expire on December 31, 2017. Attached is a list of candidates for these five (5) positions and an official ballot in the form of a resolution. The Fort Worth ISD Board of Trustees are entitled to cast 576 votes collectively or separately for the following candidates for the Board of TAD. The Property Tax Code requires that votes be determined in an open meeting by resolution. Nominees who receive the largest cumulative vote total are elected to the Board.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve to cast 576 votes collectively.
2. Decline to Approve to cast 576 votes collectively.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Board discretion.

FUNDING SOURCE

Additional Details

No Cost

N/A

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

Fort Worth ISD Board of Education

RATIONALE:

The Fort Worth ISD Board of Trustees should cast 576 votes collectively as they deem best, to ensure the candidate of their choice has the best opportunity to be elected.

INFORMATION SOURCE:

Sammy Monge
Elsie Schiro
Tarrant Appraisal District (TAD)



Jeff Law
Executive Director
Chief Appraiser

October 27, 2017

Mr. Jacinto Ramos
Board President
Fort Worth I.S.D.
100 N. University Dr.
Fort Worth, Texas 76107

Dear Mr. Ramos:

The terms of the five current Directors of the Tarrant Appraisal District expire December 31, 2017. The deadline for nominations has passed. Enclosed is a list of candidates for these five (5) positions and an official ballot, in the form of a resolution.

The Property Tax Code requires the governing body of the taxing unit to determine its votes by resolution. All votes may be cast for one candidate or distributed among any number of candidates listed on the official ballot. There is NO provision for write in candidates. Votes cast for someone other than the candidates listed on the ballot cannot be counted.

The deadline for voting and submitting the signed ballot resolution to TAD is December 14, 2017. You may mail the ballot resolution, fax to (817) 595-6198 or email to mmccoy@tad.org. The five (5) candidates receiving the most votes are elected to a two (2) year term beginning January 1, 2018.

All tax units will be notified of the results of the election before December 31, 2017.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Law", is written over a horizontal line.

Jeff Law
Executive Director
Chief Appraiser

JL:mm



ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS

We, the governing body of Fort Worth I.S.D. having been advised by the Chief Appraiser of Tarrant Appraisal District that we are entitled to cast 576 votes collectively or separately for the following candidates for the Board of Tarrant Appraisal District:

Mr. Troy Alley	Mr. Alley has notified TAD that he withdraws his name from consideration for election to TAD's Board of Directors.
Mr. Marcario Belmontes	
Mr. Daniel J. Bennett	
Mr. Johnny Bennett	Mr. Bennett has notified TAD that after two terms on the Board he does not want to be considered for another term.
Mr. Mike Leyman	
Mr. John Molyneaux	
Mr. Mike O'Donnell	
Mr. Joe Potthoff	
Ms. June Shrewsbury	
Mr. Mark Wood	

do hereby resolve and order that Fort Worth I.S.D. cast and does hereby cast its votes as follows:

VOTES FOR		
	Mr. Troy Alley	Mr. Alley has notified TAD that he withdraws his name from consideration for election to TAD's Board of Directors.
	Mr. Marcario Belmontes	
	Mr. Daniel J. Bennett	
	Mr. Johnny Bennett	Mr. Bennett has notified TAD that after two terms on the Board he does not want to be considered for another term.
	Mr. Mike Leyman	
	Mr. John Molyneaux	
	Mr. Mike O'Donnell	
	Mr. Joe Potthoff	
	Ms. June Shrewsbury	
	Mr. Mark Wood	

Passed this _____ day of _____, 2017

Presiding Officer

ATTEST

_____, Secretary or Clerk, Fort Worth I.S.D.

IMPORTANT: This ballot must be returned by **December 14, 2017** to Jeff Law, Chief Appraiser, Tarrant Appraisal District, 2500 Handley-Ederville Rd., Fort Worth, Texas, 76118, by mail or by fax to (817) 595-6198 or by email to mmccoy@tad.org.

**ACTION AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE SECOND READING OF REVISION TO BOARD POLICY AE (LOCAL) AND AE (EXHIBIT)

BACKGROUND:

In January 2017, the Board and Superintendent attended the Lone Star Governance Training led by the Texas Education Agency. The intention of Lone Star Governance is to provide a continuous improvement model for governing teams. Boards in collaboration with their Superintendents choose to focus on one primary objective: Improving Student Outcomes.

Board Workshop meetings were held on January 17, 2017 and on March 7, 2017 where the Board worked with the Superintendent and his Leadership Team to develop Board Student Outcome Goals and Goal Progress Measures. The revision of Board Policy AE (LOCAL) and AE (EXHIBIT) will add the Board's Student Outcome Goals and the Board's Constraints for the Superintendent and the Board's Constraints for the Board to the policy and exhibit.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Second Reading of Revision to Board Policy AE (LOCAL) and AE (EXHIBIT).
2. Decline to Approve Second Reading of Revision to Board Policy AE (LOCAL) AE (EXHIBIT).
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve Second Reading of Revision to Board Policy AE (LOCAL) and AE (EXHIBIT).

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 and communities.

RATIONALE:

Approval of the revised Board Policy will ensure we are in compliance with the Lone Star Governance Texas Framework.

INFORMATION SOURCE:

Dr. Kent Paredes Scribner
FWISD Board of Trustees

MISSION STATEMENT Preparing all students for success in college, career, and community leadership.

DISTRICT RACIAL AND ETHNIC EQUITY POLICY The District recognizes that major historical and societal factors in our nation impact the inequity that exists within public schools. Purposeful action can be taken to identify, acknowledge, and overcome racial and ethnic disparities between students. The responsibility for addressing these disparities among students rests with the adults, not with the students.

District students deserve a safe and respectful learning environment in which all students shall receive an education that maximizes their potential for success in college, a career, and community leadership. The District shall focus on improving its practices in order to ensure equity in education. Any achievement gap between white students and students of color (historically defined as black or African Americans, Africans, American Indians or Alaska natives, Asians, Latinos, native Hawaiian, or Pacific islanders) is unacceptable.

In order to advance racial and ethnic equity and improve student achievement for all students in District schools, the Board establishes the following goals:

1. The District shall provide every student with equitable access to high quality, culturally and personally relevant instruction, curricula, support, facilities, and other educational resources, even when this means differentiating resources to accomplish this goal.
2. The District shall actively monitor practices, including assessment practices, in special education. The District shall analyze and present annually the data regarding the representation and achievement of all students receiving special education services, regardless of race or ethnicity.
3. In order to ensure equitable practices regardless of race or ethnicity, the District shall actively monitor and work to eliminate the loss of instructional time due to disciplinary referrals. The District shall analyze and present annually the data regarding the number of students who lose instructional time due to disciplinary referrals.
4. The District shall actively work to encourage advanced academic opportunities. The District shall examine enrollment process and data annually to ensure no inequitable impact on students of color.
5. All employees and all students shall be given the opportunity to develop critical racial, ethnic, and cultural competence so

that they may understand the contexts in which they teach, work, and learn.

6. The District shall create opportunities for all students and families—including families of students of color and those whose first language may not be English—for leadership development and empowerment as partners in education, planning, and decision-making.
7. The District shall create welcoming environments that reflect support for racial and ethnic diversity.
8. The District shall include partners who have demonstrated culturally specific expertise in meeting educational outcomes.
9. The District shall develop employees' personal, professional, and organizational skills and knowledge in order to empower employees to address racial and ethnic disparities.
10. The District shall not tolerate lower academic achievement for any student racial or ethnic group compared to peers.
11. The District shall model racial and ethnic equity in business and operational practices.
12. The District shall include cultural responsiveness in reviews of the curriculum, instructional practices, and assessment design.
13. The District shall report annually on the recruiting, employment, placement, and retention of persons from under-represented racial and ethnic groups at all organizational levels.

The Board shall hold the Superintendent, central staff, campus staff, and Board members accountable for implementation of this policy. The Superintendent shall develop procedures to implement this policy and metrics to measure achievement of the stated goals and shall report on progress at the beginning, middle, and end of each academic year.

MISSION STATEMENT Preparing all students for success in college, career, and community leadership.

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The Board shall hold the Superintendent, central staff, campus staff, and Board members accountable for implementation of this policy. The Superintendent shall develop procedures to implement this policy and metrics to measure achievement of the stated goals and shall report on progress at the beginning, middle, and end of each academic year.

LONE STAR
GOVERNANCE

BOARD'S ROLE

The Board will:

1. Ensure creation of a shared Mission that promotes improved student outcomes. The Board shall accomplish this by incorporating the District's Mission into student outcome goals, Superintendent's constraints and Board constraints.

2. Measure and communicate how well the Mission is being accomplished. The Board shall accomplish this by collectively ensuring accountability through monthly monitoring of school system performance to ensure progress toward the Mission and regular communications to the community.
3. Provide guidance and direction for accomplishing the Mission. The Board shall accomplish this by creating structure for the school system through distinct Board and Superintendent roles and responsibilities, which includes selecting the Superintendent, delegating to the Superintendent the authority and responsibility to implement the Board's goals within law and the Superintendent's constraints, and considering and voting on the Superintendent's recommendations.
4. Works with the Superintendent to lead the school system toward the Mission. The Board shall accomplish this by behaving in a manner that demonstrates the unity of the Board and the school system.
5. Promotes the Mission. The Board shall accomplish this by providing advocacy for students, families, staff, and stakeholders.

In carrying out the above activities, the Board shall at all times comply with the Education Code and other law, as applicable.

SUPERINTENDENT'S
ROLE

The Superintendent, as the Board's sole delegate (excluding the internal auditor) for managing school system operations, shall be responsible for accomplishing the Board's student outcome goals within the boundaries provided by the Board and Superintendent constraints and state and federal law.

State and federal law require board adoption of policies on a variety of topics. The Board's adopted policies in the school system's local policy manual constitute compliance with these legal requirements. In accordance with state law, the Superintendent shall be responsible for preparing recommendations for policies to be adopted by the Board, overseeing implementation of adopted policies, and developing appropriate administrative regulations. In recommending policy for Board adoption, the Superintendent shall identify when the Board is required to adopt policy or has statutory decision-making authority that cannot be delegated to the Superintendent. Required board policy addressing administrative issues shall be handled by consent agenda, with the Superintendent informing the Board of substantive changes. Any operational issues

BOARD'S STUDENT
OUTCOME GOALS
FOR THE
SUPERINTENDENT

not required to be Board adopted shall be addressed in administrative regulations and the Board shall take necessary steps to remove such issues from all policies in the C-G Local Policy series.

The Board's student outcome goals, as aligned with the school system Mission, are:

1. Goal 1: Early Literacy. Percent of students in grade 3 reading on or above grade level, as measured by the STAAR on level standard for reading, will increase from 30% to 43% by 2019.
2. Goal 2: Middle Grades Math. Percent of students who meet or exceed standard on STAAR Algebra I EOC exam by the end of grade 9 will increase from 77% to 82% by 2019.
3. Goal 3: College and Career Readiness. Percent of graduates who have met the criteria for Post-Secondary Readiness, as measured by a college-ready qualifying score on AP, SAT, ACT, TSI, or industry preparation, will increase from 53% to 66% by 2019.

The Superintendent shall interpret and implement the Board's student outcome goals and, in consultation with the Board, select goal progress measures (GPMs) for each student outcome goal [see AE (EXHIBIT)]. For any school year during which the Board's student outcome goals are not met, the Superintendent shall make reasonable progress toward meeting the student outcome goals.

BOARD'S
CONSTRAINTS FOR
THE
SUPERINTENDENT

In attaining the Board's student outcome goals, the Superintendent shall not:

1. Allow a low level of campus culture satisfaction.
2. Allow low performing campuses to have inequitable access to resources.
3. Allow adult convenience or preference to take priority over the academic progress of our students.

The school system will pursue a System of Great Schools theory of action where central administration devolves autonomy to schools, empowers parents to make choices, creates performance contracts with campuses, annually evaluates performance of and demand for schools, and makes strategic decisions regarding growing access to high performing schools and addressing low performers. Campus performance contracts will require the campus to accomplish the Board's student outcome goals while operating within the Board's other constraints.

BOARD'S
CONSTRAINTS FOR
THE BOARD

The Superintendent shall interpret the Superintendent constraints and, in consultation with the Board, select constraint progress measures (CPMs) for each constraint [see AE (EXHIBIT)].

The Board shall operate within the Board's role, as defined above, and the Board's operating procedures. The Board, either collectively or through the actions of individual Board members, shall not:

1. Modify this policy, AE (LOCAL), more than once per year any Board Governance Policy more than once per year unless legally necessary.
2. Perform or appear to perform any of the responsibilities delegated to the Superintendent.
3. Violate this or any other Board-adopted policy or Board operating procedures.
4. Allow the cost of staff time spent on governance to increase.

BOARD SELF
EVALUATION

The Board shall conduct formative self-evaluations at least quarterly and, within 45 days prior to conducting the annual Superintendent evaluation, an annual summative evaluation. The Board shall self-evaluate using the Quarterly Progress Tracker tool provided by Lone Star Governance.

SUPERINTENDENT
EVALUATION

The Board shall annually evaluate the Superintendent based on the school system's achievement of the Board's student outcome goals and compliance with the Superintendent constraints. Accomplishment of at least 80% of either the student outcome goals' or adopted progress measures' (GPMs and CPMs) annual targets shall be an automatic indicator of success; below that threshold, the Board's judgment shall be the indicator of success.

PUBLIC EDUCATION MISSION, GOALS, AND OBJECTIVES

The mission of the Texas public education system is to ensure that all Texas children have access to a quality education that enables them to achieve their full potential and fully participate now and in the future in the social, economic, and educational opportunities in our state and nation. That mission is grounded on the conviction that a general diffusion of knowledge is essential for the welfare of Texas and for the preservation of the liberties and rights of Texas citizens. It is further grounded on the conviction that a successful public education system is directly related to a strong, dedicated, and supportive family and that parental involvement in the school is essential for the maximum educational achievement of a child. The objectives of public education are:

OBJECTIVE 1: Parents will be full partners with educators in the education of their children.

OBJECTIVE 2: Students will be encouraged and challenged to meet their full educational potential.

OBJECTIVE 3: Through enhanced dropout prevention efforts, all students will remain in school until they obtain a diploma.

OBJECTIVE 4: A well-balanced and appropriate curriculum will be provided to all students.

OBJECTIVE 5: Educators will prepare students to be thoughtful, active citizens who have an appreciation for the basic values of our state and national heritage and who can understand and productively function in a free enterprise society.

OBJECTIVE 6: Qualified and highly effective personnel will be recruited, developed, and retained.

OBJECTIVE 7: Texas students will demonstrate exemplary performance in comparison to national and international standards.

OBJECTIVE 8: School campuses will maintain a safe and disciplined environment conducive to student learning.

OBJECTIVE 9: Educators will keep abreast of the development of creative and innovative techniques in instruction and administration using those techniques as appropriate to improve student learning.

OBJECTIVE 10: Technology will be implemented and used to increase the effectiveness of student learning, instructional management, staff development, and administration.

The academic goals of public education are to serve as a foundation for a well-balanced and appropriate education. The students in the public education system will demonstrate exemplary performance in:

GOAL 1: The reading and writing of the English language.

GOAL 2: The understanding of mathematics.

GOAL 3: The understanding of science.

GOAL 4: The understanding of social studies.

Education Code 4.001, 4.002

~~PUBLIC EDUCATION MISSION, GOALS, AND OBJECTIVES~~

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~~GOAL 1: The reading and writing of the English language.~~

~~GOAL 2: The understanding of mathematics.~~

~~GOAL 3: The understanding of science.~~

~~GOAL 4: The understanding of social studies.~~

~~Education Code 4.001, 4.002~~

Fort Worth ISD Student Outcome Goals and Goal Progress Measures

FWISD Mission: Preparing ALL Students for Success in College, Career, and Community Leadership.

Goal 1 Early Literacy: Percent of students in grade 3 reading on or above grade level, as measured by the STAAR on level standard for reading, will increase from 30% to 43% by 2019.

- Goal 1 Annual Targets: SY 15/16 (Baseline) = 30%

<u>SY 16/17=</u>	<u>33%</u>
<u>SY 17/18=</u>	<u>37%</u>
<u>SY 18/19=</u>	<u>43%</u>

- Goal Progress Measure(GPM) 1.1: Percent of students in grades K - 3 reading on or above grade level as measured by FWISD universal screener/progress monitoring tool will increase from X% to Y% by Z. (2016-2017 is the implementation year; these targets will be set in June 2017 when baseline data are available).
 - GPM 1.1 Annual Targets: SY 15/16= N/A

<u>SY 16/17= (Baseline)</u>
<u>SY 17/18= Y%</u>
<u>SY 18/19= Y%</u>

- Goal Progress Measure (GPM) 1.2: Percent of 2 - 3 grade students achieving 75% or higher on FWISD standard of 2 weekly lessons on FWISD progress monitoring system for reading will increase from X% to Y% by Z. (2016-2017 is the implementation year; these targets will be set in June 2017 when baseline data are available).
 - GPM 1.2 Annual Targets: SY 15/16= N/A

<u>SY 16/17= (Baseline)</u>
<u>SY 17/18= Y%</u>
<u>SY 18/19= Y%</u>

- Goal Progress Measure (GPM) 1.3: Percent of students in grade 3 making progress as measured by FWISD local assessments of key enduring understandings and skills in reading will increase from 41% to 59% by Z.
 - GPM 1.3 Annual Targets: SY 15/16 (Baseline)= 41%

<u>SY 16/17= 47%</u>
<u>SY 17/18= 53%</u>
<u>SY 18/19= 59%</u>

Goal 2 Middle Grades Math: Percent of students who meet or exceed standard on STAAR Algebra I EOC exam by the end of grade 9 will increase from 77% to 82% by 2019.

- Goal 2 Annual Targets: SY 15/16 (Baseline) = 77%

SY 16/17= 78%

SY 17/18= 80%

SY 18/19= 82%

- Goal Progress Measure (GPM) 2.1: Percent of students in grades 6 - 8 performing on or above grade level standard on their STAAR math assessment will increase from 22% to 30% by 2019.

- GPM 2.1 Annual Targets: SY 15/16 (Baseline)= 22%

SY 16/17= 24%

SY 17/18= 27%

SY 18/19= 30%

- Goal Progress Measure (GPM) 2.2: Percent of students in grades 6 - 8 who meet or exceed progress expectations on STAAR math assessment will increase from 44% to 53% by 2019.

- GPM 2.2 Annual Targets: SY 15/16 (Baseline)= 44%

SY 16/17= 47%

SY 17/18= 51%

SY 18/19= 53%

- Goal Progress Measure (GPM) 2.3: Percent of students in 3 - 9 making progress as measured by FWISD local assessments of key enduring understandings and skills in mathematics will increase from 37% to 55% by 2019.

- GPM 2.3 Annual Targets: SY 15/16 (Baseline)= 37%

SY 16/17= 42%

SY 17/18= 49%

SY 18/19= 55%

Goal 3 College and Career Readiness: Percent of graduates who have met the criteria for Post-Secondary Readiness, as measured by a college-ready qualifying score on AP, SAT, ACT, TSI or industry preparation, will increase from 53% to 66% by 2019.

- Goal 3 Annual Targets: SY 15/16 (Baseline) = 53%

SY 16/17= 57.3%

SY 17/18= 61.5%

SY 18/19= 65.8%

- Goal Progress Measure (GPM) 3.1: Percent of graduates meeting TSI standard in Reading and Math will increase from 16% to 23% by 2019.

- GPM 3.1 Annual Targets: SY 15/16 (Baseline)= 16%

SY 16/17= 17%

- SY 17/18= 20%
 - SY 18/19= 23%
- Goal Progress Measure (GPM) 3.2: Percent of graduates who earn 12 or more college credit hours through dual credit courses will increase from 7% to 13% by 2019.
 - GPM 3.2 Annual Targets: SY 15/16 (Baseline)= 7%
 - SY 16/17= 9%
 - SY 17/18= 11%
 - SY 18/19= 13%
- Goal Progress Measure (GPM) 3.3: Percent of graduates completing a CTE coherent sequence of courses will increase from 35% to 40% by 2019.
 - GPM 3.3 Annual Targets: SY 15/16 (Baseline)= 35%
 - SY 16/17= 36%
 - SY 17/18= 38%
 - SY 18/19= 40%

Fort Worth ISD Board Constraints for the Superintendent and Constraint Progress Measures
FWISD Mission: Preparing ALL Students for Success in College, Career, and Community Leadership.

Constraint 1: The Superintendent shall not allow a low level of campus culture satisfaction.

- Constraint Progress Measure (CPM) 1.1: Percent of teacher attendance, as measured by employee attendance data, will increase from 94.6% to 95.6% by 2019.
 - CPM 1.1 Annual Targets: SY 16/17 (Baseline)= 94.6%
 - SY 17/18= 95.1%
 - SY 18/19= 95.6%
- Constraint Progress Measure (CPM) 1.2: Percent of campuses with positive staff responses on campus survey about the “Campus Direction” shall increase from X% to Y% by 2019.
 - CPM 1.2 Annual Targets: SY 16/17 (New Measure)= Y%
 - SY 17/18= Y%
 - SY 18/19= Y%
- Constraint Progress Measure (CPM) 1.3: Percent of students not chronically absent, as measured by student attendance data, will increase from 88.4% to 88.8% by 2019.
 - CPM 1.3 Annual Targets: SY 16/17 (Baseline)= 88.4%
 - SY 17/18= 88.6%

SY 18/19= 88.8%

- Constraint Progress Measure (CPM) 1.4: Percent of campus with students responding positively to campus surveys shall increase from X% to Y% by 2019.

- CPM 1.4 Annual Targets: SY 16/17 (New Measure)= Y%

SY 17/18= Y%

SY 18/19= Y%

Constraint 2: The Superintendent shall not allow low performing campuses to have inequitable access to resources.

- Constraint Progress Measure (CPM) 2.1: Percent of teaching staff at Improvement Required campuses, who are first year teachers, as measured by HCM Staffing Report, will decrease from 14.6% to 12.6% by 2019.

- CPM 2.1 Annual Targets: SY 16/17 (Baseline)= 14.6%

SY 17/18= 13.5%

SY 18/19= 12.6%

Constraint 3: The Superintendent shall not allow adult convenience or preference to take priority over the academic progress of our students.

- Constraint Progress Measure (CPM) 3.1: Percent of campuses meeting FWISD standard of 2 weekly lessons on FWISD progress monitoring system for reading will increase from X% to Y% by Z. (2016-2017 is the implementation year; these targets will be sent in June 2017 when baseline data are available).

- CPM 3.1 Annual Targets: SY 16/17 (Baseline)= Y%

SY 17/18= Y%

SY 18/19= Y%

- Constraint Progress Measure (CPM) 3.2: Percent of teachers continuing assignment at FWISD "District Initiative" campuses will increase from X% to Y% by Z, as measured by FWISD annual staffing report.

- CPM 3.2 Annual Targets: SY 16/17 (New Measure)= Y%

SY 17/18= Y%

SY 18/19= Y%

**ACTION AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE BUDGET AMENDMENT AND EXTENSION FOR PROGRAM MANAGEMENT SERVICES FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

The Fort Worth Independent School District (FWISD) entered into an agreement for Program Management (PM) Services with AECOM Technical Services, Inc. (AECOM) effective as of January 15, 2014, concluding as of January 14, 2018, unless extended by mutual agreement between the District and the Program Manager.

According to the agreement, the Program Manager would assume a lead role in the strategic development, planning and implementation of the 2013 Capital Improvement Program (CIP). Roles and responsibilities included working closely with all FWISD departments to assist in such things as website support, community outreach, project delivery, Citizen Oversight Committee meetings, policies and procedures manual, program controls, cash flow projections, schedules, budgets, construction management, etc.

The largest component in the scope of services included project management from pre-design through construction and final closeout. This involved managing, coordinating and overseeing the services of the Architects/Engineers (A/E) in accordance with the A/E contract and all of the third party consultants and their respective agreements with the District. Included in this scope of services are the final closeouts with architects and general contractors, all back-up documentation as well as archive materials and warranty books.

During the first 14 months of the 2013 Capital Improvement Program, the Program Manager along with District Leadership, amended the budgets for all Phase I projects to better align with cost escalation associated with construction supplies and equipment pricing and labor. As a result, many of the projects went through an additional process referred to as gap analysis to look for alternative ways to stay within project budgets.

During execution of the 2013 CIP several projects were reevaluated to ensure they met educational, programmatic, scheduling and budgetary requirements. This process impacted many of the project schedules and was beyond the control of the Program Manager. Consequently, FWISD senior leadership is requesting an extension to the original AECOM agreement to continue executing the program schedule.

In November of 2017, FWISD senior leadership requested that AECOM Technical Services, Inc. submit a proposal to extend PM Services through August 31, 2018. This request aligned with the original contract referenced in Article 2, Section 2.1.3, Duration of Services which allows for up

to two 2-year extensions by mutual agreement between the District and the Program Manager. The extension of PM Services will ensure all projects currently assigned to the Program Manager will be appropriately staffed to execute the remaining work through the extended contractual date of August 31, 2018.

Item	Current Contract	Not to Exceed Amount Requested	Revised Construction Contract
PROGRAM MANAGEMENT	\$13,455,132	\$1,289,381	\$14,744,513

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment and Extension of Program Management Services For The 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Extension For Program Management Services For The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment and Extension For Program Management Services For The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP	681-81-6629-B47-999-99-000-000000	\$ 1,289,381
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COST:

Not to Exceed \$ 1,290,000

VENDOR:

AECOM Technical Services, Inc

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

RATIONALE:

During the first 14 months of the 2013 Capital Improvement Program, the Program Manager along with District Leadership, amended the budgets for all Phase I projects to better align with cost escalation associated with construction supplies and equipment pricing and labor. As a result many of the projects went through an additional process referred to as gap analysis to look for alternative ways to stay within project budgets. Several projects were re-evaluated to ensure they met educational, programmatic, scheduling and budgetary requirements.

This process impacted many of the project schedules and was beyond the control of the Program Manager. As a result, FWISD District Leadership is requesting an extension to the original AECOM agreement to continue executing the scope of projects in the 2013 CIP. This extension will ensure all projects currently assigned to the Program Manager will be appropriately staffed to execute the remaining work through the extended contractual date of August 31, 2018.

INFORMATION SOURCE:

Vicki D. Burris

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/12/17	PROGRAM MANAGEMENT	Revised 12/12/17
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,646,308		\$ 8,646,308
003	South Hills High School	\$ 7,156,465		\$ 7,156,465
004	Diamond Hill-Jarvis High School	\$ 7,206,937		\$ 7,206,937
005	Dunbar High School	\$ 4,011,155		\$ 4,011,155
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	\$ 6,167,915		\$ 6,167,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
011	Trimble Technical High School	\$ 2,463,975		\$ 2,463,975
014	Southwest High School	\$ 2,072,291		\$ 2,072,291
015	Western Hills High School	\$ 5,901,656		\$ 5,901,656
016	O.D. Wyatt High School	\$ 2,652,657		\$ 2,652,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
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	\$ 2,953,214		\$ 2,953,214
044	Elder Middle School	\$ 3,656,787		\$ 3,656,787
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		\$ 2,786,286
050	McLean Middle School	\$ 4,960,663		\$ 4,960,663
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	\$ 1,887,764		\$ 1,887,764
056	Riverside Middle School	\$ 207,511		\$ 207,511
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	\$ 2,492,945		\$ 2,492,945
064	Glencrest 6th Grade	\$ 2,643,619		\$ 2,643,619
067	Rosemont 6th Grade	\$ 2,144,053		\$ 2,144,053
069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
070	Jean McClung Middle School	\$ 133,464		\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,065,625		\$ 9,065,625
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	\$ 412,801		\$ 412,801
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		\$ 1,744,841
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	\$ 3,064,024		\$ 3,064,024
120	Rufino Mendoza Elementary School	\$ 2,419,693		\$ 2,419,693
121	DeZavala Elementary School	\$ 3,497,765		\$ 3,497,765
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	\$ 2,286,759		\$ 2,286,759

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/12/17	PROGRAM MANAGEMENT	Revised 12/12/17
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		\$ 1,936,857
141	Meadowbrook Elementary	\$ 115,699		\$ 115,699
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,565,990		\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,194,298		\$ 2,194,298
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	\$ 2,799,431		\$ 2,799,431
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		\$ 1,475,234
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	\$ 6,630,079		\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,960,142		\$ 13,960,142
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
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		\$ 19,342,020
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

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 12/12/17	PROGRAM MANAGEMENT	Revised 12/12/17
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,443,826		\$ 1,443,826
BP 028	Final amounts per school to be finalized upon negotiations	\$ 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	\$ 22,378,730	\$ 1,289,381	\$ 23,668,111
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	\$ 1,902,384	\$ (1,289,381)	\$ 613,003
B47	Owner's Program Contingency - Prop 2	\$ 1,094,668		\$ 1,094,668
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	\$ 910,872		\$ 910,872
TEC	Contingency Transfer from Technology	\$ 697,292		\$ 697,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 362,217,787		\$ 362,217,787
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 492,208,622		\$ 492,208,622

**2013 Capital Improvement Program
Contingency Summary
As of 12/12/17**

As of 10/24/17	BOE 12/12/17 Proposed Items			As of 12/12/17
Proposition I Contingency Balance	Bond Interest \$1,902,384 Budget Restore \$418,500 Credit \$300,000	BP 067 Enter to negotiate with GC	Program Management Extension	Proposition I Contingency Balance
\$ 665,205.00	\$ 2,620,884.00	\$ (686,414.00)	\$ (1,289,381.00)	\$ 1,310,294.00 *
Total Amount is a positive transfer of \$645,089				

Potential Future Transfers to Contingency:

**

Potential funds transfer from substantially completed projects or unused contingencies

FF&E Contingency - Remaining Balance	\$ 490,931
ADA Contingency - Remaining Balance	\$ 11,259
Safety & Security Contingency - Remaining Balance	\$ 602,337
Sub-Total	\$ 2,414,821

Potential Future Use of Contingency on Pending Projects:

**

No identified projected costs

	\$ -
Sub-Total	\$ -

Estimated Contingency Balance

\$2,414,821

As of 10/24/17	BOE 12/12/17 Proposed Items	As of 12/12/17
Proposition II Contingency Balance	Transfer to Contingency (Bond Interest)	Proposition II Contingency Balance
\$ 1,698,430	\$446,238	\$ 2,144,668 ***

Potential Future Transfers to Contingency:

**

Potential funds transfer from substantially completed projects or unused contingencies

None Identified	\$ -
Sub-Total	\$ -

Potential Future Use of Contingency on Pending Projects:

**

None Identified

	\$ -
Sub-Total	\$ -

Estimated Contingency Balance

\$ 2,144,668

* Excludes FFE, ADA and Safety/Security Contingencies

** Project Costs are estimated and may change

*** Applicable to VPA/STEM, VZG or related projects

Updated on 12/4/2017

December 4, 2017

Ms. Vicki D. Burris
Chief Officer of Capital Improvement Program
Fort Worth Independent School District
2821 Cullen Street
Fort Worth, Texas 76107

Re: FWISD 2013 Capital Improvement Program
Subj: Program Management Services - Year 5 Fee Proposal
Extension Effective January 15, 2018 to August 31, 2018

Dear Ms. Burris,

In response to your request, we are pleased to submit our revised fee proposal to Fort Worth Independent School District ("Owner") for program management services extending AECOM Program Management services beyond the completion date of our current agreement ending January 14, 2018, as referenced in Section 2.1.3 of the Program Management Services Agreement dated January 15, 2014 approved by the Board of Education January 14, 2014 incorporated herein by reference.

SCOPE OF SERVICES

The scope of work shall apply to Addition and/or Renovation projects at 24 campuses and Safety/Security Upgrades consisting of Access Control at 41 campuses, additional cameras at 123 campuses as noted under Exhibit 1, as well as continuing close-outs for all projects already executed under the 2013 Capital Improvement Program. This proposal excludes support for scope changes at Tanglewood Elementary School. Also excluded from this proposal is the management and coordination of the scopes of work associated with the Wi-Fi Study Areas at any of the Owner's schools.

Basic Services for Year 5 to be provided by AECOM will include comprehensive management of the Capital Improvement Program (CIP), according to the modified phases of the Program:

- General Coordination with Owner's administrative departments, CIP staff, vendors, industry organizations and local authorities, including ongoing reporting
- Management of the construction phase
- Management of vendors close-out, financial reconciliation, Board of Education approval of the final change order, vendors' final payments
- Management of transmittal of documents to Owner Permanent Records for Owner Archival Storage
- Management of Project Controls
- Draft of BOE agenda items with final reviews and submittal by FWISD
- Continuing support with Quarterly COC updates and presentations, etc.

**Program Management Services Agreement
Year 5 Fee Proposal – Confidential**

Page 2

- Coordination of Financial Controls with FWISD CIP staff
- Management e-Builder Software purchased by the District referenced in Section 1.2.4 Page 3 of 15
- M/WBE data collection and payment processing. No outreach work is required under this extension
- Projects closeout in accordance with Exhibit 3 and as referenced in Section 1.7.9 Page 10 of 15
- Submit a complete and final electronic version and one hard copy of the 2013 CIP Policies and Procedures Manual as referenced in Section 1.1.14 Page 2 of 15

STAFFING

Except as noted, all required basic services will be provided with on-site full-time staff, inclusive of:

- Refer to Exhibit 2 for AECOM's proposed staff plan
- Staff consisting of a Program Lead, Project Managers and Controls staff as requested per our conversations in the past few weeks

SCHEDULE & DURATION OF SERVICES

Article 2.1.3 of the Program Management Services Agreement agreement is extended through August 31, 2018 to complete the tasks described herein. The project schedule is the critical component of our fee proposal. The project schedule has a start date of January 15, 2018. Exhibit 1 provides individual projects construction completion dates through final close-out dates to assist FWISD CIP plan for final project completion, closeout and/or warranty management beyond August 31, 2018.

TERMINATION & FORCE MAJEURE (as prescribed in **Article 2, section 2.1.4** of the Program Management Services Agreement dated January 15, 2014)

COMPENSATION

Basic service compensation for Year 5 will be provided on the basis of a fixed lump sum fee of one million, two hundred eighty-nine thousand, three hundred eighty-one dollars (\$1,289,381) to be paid through August 31, 2018, and invoiced according to the billing schedule included in Exhibit 2.

Cost associated with e-Builder software and licensing is not included and will be borne directly by FWISD. This proposal includes the cost associated with software and licensing for Microsoft Office, Bluebeam, Autocad, Adobe, etc. for AECOM staff, standard transportation expenses associated to site visits and other projects related mileage, mobile cell phones, computer equipment, employee work related certifications and office consumables. Other standard direct costs not listed as a reimbursable below are also the responsibility of AECOM.

REIMBURSABLE COSTS

Included in the above compensation is reimbursement for expenditures made by AECOM or our consultants, specifically for the project and when requested and approved by authorized FWISD personnel, including but not limited to transportation beyond normal site visits; purchase of maps and similar documentation; supplies and materials; other similar expenses; any professional photography, renderings and scale models, communication flyers and newsletters; website implementation and operation costs, special engineering studies and reports, mock-ups or samples performed by outside vendors. Our billings for such reimbursable expenses shall be marked-up five percent (5%) for handling and coordination, as referenced in Section 3.1 Page 13 of 15.

FWISD shall provide and/or allow the full reimbursement of the following, as required to perform our services and as mutually agreed, to the extent they are allowable under FWISD policy:

- Office Space to support staff identified herein, including maintenance, cleaning, janitorial services and utilities.
- Conference room space with projector and screen.
- Office furniture, including but not limited to desks, chairs, filing cabinets, storage space, book cases and conference tables and chairs.
- Office Equipment and Supplies, including but not limited to copiers, fax machines, scanners, printers, plotters, projectors and required maintenance and replacement of toners, paper, pencils, pens, markers, marker boards, display boards, notebooks and other office supplies.
- Parking at the FWISD parking lots.
- Computer Servers, Software (except as noted herein), Networks, Digital Cameras.
- Photographs/Videos, Record Documentation, Photocopies, and Reproduction of Documents, Presentations, and other required material.
- Postage, Mail, Courier, FedEx/UPS.
- IT Support and Communication equipment, including local and long distance, broadband and internet service.

PAYMENT

We shall submit invoices on a monthly basis for fees and reimbursable expenses due us for our services performed under this agreement, per our mutually agreed upon monthly fee schedule, Exhibit 2.

When delays occur beyond the control of the Program Manager, payment will cover costs for provided staffing and resources. In this instance, FWISD and Program Manager will have the ability to negotiate a staff reduction, as needed, in order to keep overall fees in line with the agreement budget.

Payments and termination of services will remain as stated on the current Program Management Services agreement dated January 15, 2014.

NO WAIVER OF IMMUNITY/LIABILITY LIMITATION TERMINATION (as prescribed in **Article 4** of the Program Management Services Agreement dated January 15, 2014)

INDEMNIFICATION AND HOLD HARMLESS (as prescribed in **Article 5** of the Program Management Services Agreement dated January 15, 2014)

INSURANCE (as prescribed in **Article 6** of the Program Management Services Agreement dated January 15, 2014)

M/WBE utilization report will be submitted with monthly invoices to report participation for the overall 2013 Capital Improvement Program.

COMMENCEMENT OF WORK

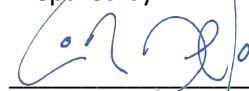
Work will commence upon receipt of this signed proposal, execution of agreement, issuance of a Purchase Order and/or issuance of a Notice-to-Proceed, whichever occurs first. The proposed fee is based on our general understanding and assumptions of these services required for the project. Should the scope of work or schedule change, we will provide additional services as agreed to in writing by both parties.

Extension includes all services and/or provisions listed in the original signed contract as stated, unless otherwise outlined in this extension.

We appreciate the opportunity to continue our professional relationship through completion of the 2013 Capital Improvement Program. If this proposal is acceptable, please indicate so by signing two originals and returning one to AECOM for our records.

Should you have any questions regarding this proposal, please contact me at 972.809.6985.

Prepared by:



Luis Delgado, CCM
Program Executive
AECOM

Approved by:

Dr. Kent P. Scribner Date
Superintendent of Schools
Fort Worth Independent School District

Attachments:

Exhibit 1. Staffing Plan

Exhibit 2. Fee Schedule

Exhibit 3. Project Closeout Schedule

PROGRAM MANAGEMENT SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

IT IS HEREBY AGREED by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located in Fort Worth, Tarrant County, Texas (hereinafter called the "District" or "FWISD") and AECOM Technical Services, Inc. (hereinafter called "Program Manager" or "PM"), whose address is 515 South Flower Street, 8th Floor, Los Angeles, CA, 90071, that the District will engage PM to provide services pursuant to the terms and conditions specified below. This Agreement is made and entered into effective as of January 15, 2014.

RECITALS

WHEREAS, the District desires to have designed and constructed various projects pursuant to the 2013 Capital Improvement Program, hereinafter called the "Program"; and

WHEREAS, the District solicited qualifications for Program Management Services in connection with the Program, and

WHEREAS, the PM submitted its qualifications for Program Management Services in response to the District's solicitation; and the District, having evaluated various companies, selected the PM to provide Program Management Services for the Program; and

WHEREAS, the purpose of this Agreement is to secure the professional Program Management Services of the Program Manager in the pre-design, design, pre-construction, construction, and post-construction phases of the Program; and

WHEREAS, by execution hereof the PM understands that as the Program Manager, subject to the terms and conditions of this Agreement, it shall have primary management responsibility for such Projects as may be assigned and will be responsible for the coordination of all such Project matters.

NOW, THEREFORE, the District and the Program Manager, in consideration of the terms, covenants and conditions herein contained, do hereby contract and agree as follows:

ARTICLE 1

SCOPE OF SERVICES

1. PM shall perform in a manner satisfactory to the District, the following program management services:

The Program Manager, under the direction of the Superintendent of Schools or designee, will assume a lead role in the strategic development, planning and implementation of the 2013 Capital Improvement Program (CIP). These responsibilities will include management, coordination and interaction with any and all FWISD stakeholders and departments. The PM shall work closely with all FWISD departments and be an integral part of the project team. Functional responsibilities may include but are not limited to the following services:

1.1 General Task

1.1.1. Project Management: On behalf of the District, the PM shall manage, coordinate and oversee the services of the Architect/Engineer in accordance with the Agreement between the Architect/Engineer and the District; of all special consultants in accordance with their respective agreements with District and of the Construction

Contractor(s) in accordance with their respective agreements with the District, without assuming direct responsibility for the work of the Architect/Engineer, the Contractor or consultants.

- 1.1.2. Public Relations Activities: Program Manager shall assist and cooperate with the District in any public relations activities provided by a third party consultant or by the District.
- 1.1.3. Website Support: Program Manager shall assist the District with the updating of the website content as it pertains to the CIP.
- 1.1.4. Site Acquisition Support: Program Manager shall work with District to assist in defining appropriate activities and schedule milestones for site acquisition. These milestones will be included in the Master Schedule. The District will be responsible for site acquisition and schedule impacts associated with its site acquisition.
- 1.1.5. Temporary Buildings and Movers: Program Manager shall assist the District in assessing the needs for temporary buildings and movers. If necessary, PM shall prepare a Temporary Buildings Management Plan in support of the construction work in occupied schools.
- 1.1.6. Furniture, Fixtures & Equipment (FF&E): Program Manager shall work with District to define an overall strategy for implementation of a district-wide FF&E Standard to address the needs of the Program. Upon the approval of the FF&E Standard by District, Program Manager shall assist District in FF&E vendor selection, procurement, contract administration and installation issues. Program Manager shall consult with A/E Firm(s) and make recommendations to the District on the acquisition schedule for FF&E. Inspections, inventory or other services beyond general coordination will be deemed Additional Services.
- 1.1.7. HUB program (SBE-Disadvantaged-M/WBE): Program Manager shall refine, implement and monitor, on the District's behalf, the HUB Program for the CIP. The HUB participation expectation for the overall CIP has been established by the Board of Education at 25%. The HUB expectation is subject to review based on the results of the District's availability and disparity study. Program Manager shall provide required reporting in a format approved by the District.
- 1.1.8. Community Outreach: At District's request, PM shall attend public meetings and hearings concerning the development and schedule of the Project and general program information. Conduct and/or coordinate training as required at the various stages of the project.
- 1.1.9. Testing Laboratories: Program Manager shall advise District of any tests to be performed, and assist District in selecting testing laboratories and consultants, without assuming direct responsibility for the work of such laboratories and consultants. The District shall be responsible for costs incurred associated with Testing Laboratories.
- 1.1.10. Hazardous Materials: In the event that toxic or hazardous materials are encountered on any facility, requiring abatement or other response, Program Manager shall provide schedule oversight over the abatement consultants and coordinate the abatement process with the construction work. Program Manager has no responsibility to design or implement a response to any hazardous material encountered.
- 1.1.11. Project Delivery Systems: District may elect to use any of the project delivery systems or procurement methods allowed under Texas law for the design and construction of the Projects covered by this Agreement. Program Manager shall administer the procurement process in coordination with the District's Purchasing Department.
- 1.1.12. Organizational Structure: At the end of every year, PM shall review the CIP organizational structure for operational efficiencies and recommend organizational adjustments, if needed.
- 1.1.13. Citizens Oversight Committee (COC): The PM shall attend COC meetings, cooperate and provide information requested by the COC in the performance of their duties and responsibilities.
- 1.1.14. Policies and Procedures: The PM shall update and expand the CIP's Policies and Procedures Manual as needed for the proper implementation of the CIP. The PM shall develop procedures for revision and issuance of new/updated sections.

- 1.1.15. Background Checks and Drug Testing: The PM shall perform background checks and drug testing of all personnel. PM staff shall have approved badges. The PM shall monitor the Background Check and Drug Testing Program to be implemented by the District.
- 1.1.16. Approval of Program Manager Personnel: Program Manager will provide Owner with a list of names and an overview of work experience of persons Program Manager recommends for staffing the Program for Owner's approval. In the event a previously approved employee of Program Manager later becomes unacceptable to Owner, Program Manager will replace the employees on Owner's project within a reasonable amount of time.

1.2. Program Controls

- 1.2.1. Budget Control: Based on the approved Program Master Budget, the Program Manager shall prepare a Program Cost Model for each Project, which will identify the various component budget amounts for construction "hard costs" and the associated design fees, management fees, furnishings, and other "soft costs" for the use as a baseline budget in the overall management of the Program. The Program Manager's estimates of probable cost will represent Program Manager's best judgment as a professional familiar with the construction industry. However, Program Manager has no control over the Cost of labor and materials, contractors' methods of determining prices, or competitive bidding and market conditions. Program Manager therefore cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost models.
- 1.2.2. Indirect Costs: The Program Manager shall obtain from District all Project service, materials and property costs and expenses not known directly by the Program Manager, such costs to include, without limitation, District's personnel costs, land acquisition costs and special consultants.
- 1.2.3. Budget and Cost Estimating Support:
 - 1.2.3.1. Project Manager shall reconcile the Project Cost Estimate with the Project Budget, at completion of the schematic design phase, design development phase, and construction documents phases as required in the Architect/Engineer Agreement; for written approval by the District.
 - 1.2.3.2. PM shall advise the Construction Team, A/E firm and GC, immediately if at any time the Program Manager has knowledge or belief that the previously established Project Construction Budget will not be met, and make recommendations to the Construction Team for corrective action;
 - 1.2.3.3. At the completion of the Construction Contract Documents for any portion of the Project, PM shall update and refine a comparison of actual and projected costs to the baseline Project Construction Budget, and in the event such actual and projected costs exceed the original Project Construction Budget, develop and implement reasonable strategies to be approved by the District to reduce the costs projected to be incurred during construction.
- 1.2.4. Project Management and Information System: The Program Manager shall recommend, tailor and implement a computerized project information and management system for use by all parties involved in the CIP. The District will be responsible for all system costs and user licenses. The system will incorporate scope and budget tracking, schedule control, cost control and other necessary data. Program Manager shall take the necessary action to separate the tracking and reporting of bond funds from other operating funds, which may apply to Projects. Program Manager shall be able to rely on accuracy and timely transfer of electronic data concerning expenditures not directly processed by the Program Manager. Program Manager and District shall reconcile their systems on a monthly basis.
- 1.2.5. Program Status Reports: Program Manager shall prepare and distribute a monthly Program Status Report including schedule, budget, cost forecast, contract status, compliance issues and other topics as may be requested by District. Scheduled reporting will reflect actual progress against scheduled progress for each phase of the work. The Project summary cost status report will reflect actual current cost and projected Project cost compared to budgeted Project cost.
- 1.2.6. Cash Flow Projection Reports: Program Manager shall generate and distribute a cash flow projection report. The report shall be updated quarterly during the course of the Program.

- 1.2.7. **Schedule Control:** PM shall develop a critical path Master Project Schedule that coordinates and integrates the Program Manager's services, the Architect/Engineer's design, the work of other consultants and suppliers, the anticipated construction schedules for other contractors and the District activities. Update the Project Schedule monthly to incorporate an updated, detailed listing for all activities of the Project. Create and maintain the Project Schedule using a version of the management software as agreed by District. The PM shall apprise the team members in writing when actual or potential constraints to achieving the schedule goals have been created. The Program Manager shall make written recommendations for corrective action as needed.
- 1.3. **Monthly Payment:** Program Manager shall review and make recommendations pertaining to monthly payment to all vendors involved in the CIP. The PM shall verify the progress of the work prior to making a recommendation for payment. The PM shall review that the Design Consultant has certified the amounts due to the Contractor under the Construction Contract Documents and initial the application for payment before forwarding to District for payment. Payment will be processed in accordance with Prompt Payment Act.
- 1.4. **A/E Coordination and Management**
- 1.4.1. **A/E Selection:** Program Manager shall assist District in A/E selection or replacement by developing lists of potential A/E firms, criteria and judging formats, preparing and transmitting request for qualifications or proposals, reviewing written proposals, conducting interviews, evaluating candidates, and making recommendations to District.
- 1.4.2. **A/E Firm(s) Agreement:** Program Manager shall assist District in the review and updating of the form of agreement, contract negotiation and preparation of A/E Agreements.
- 1.4.3. **A/E Firm(s) Orientation:** Program Manager shall assist District in conducting an A/E orientation session for the purpose of defining individual Project parameters such as schedule, budget, program requirements, site conditions, and other physical and administrative requirements for prospective A/E Firm(s). Based on the Needs Assessment, Program Manager shall prepare the A/E Orientation Manual to further define the scope requirements along with budget and schedule constraints for the projects assigned. As part of the analysis, Program Manager shall gather available information from District and upon acceptable review, issue to A/E.
- 1.4.4. **Scope-to-Budget – Renovations and Renovations / Additions:** Program Manager shall ensure the A/E conducts a site review and shall supervise the development of a preliminary scope definition by the A/E. After validation and approval by District, Program Manager and A/E will present preliminary findings and recommendations to the school committee. Program Manager shall record school committee input and will direct the A/E to incorporate those items approved by District. Program Manager shall assist the A/E in the development of a Final Scope Definition Document which will confirm the Construction Cost Limitation and be the basis for the A/E Agreement Scope. The final STB document will be approved by the District.
- 1.4.5. **Scope to Budget – New Construction:** Program Manager shall ensure the A/E conducts site reviews and meetings with local authorities to define site and off site requirements. A/E shall also meet with the educators to develop the program requirements applicable to each room or space, adjacencies etc. Program Manager shall record District staff input and will direct the A/E to incorporate those items approved by District. Program Manager shall assist the A/E in the development of a Final Scope Definition Document which will confirm the Construction Cost Limitation and be the basis for the A/E Agreement Scope. The final STB document will be approved by the District.
- 1.4.6. **Design Procedures:** Program Manager shall develop, in conjunction with the District, Design Phase procedures and report formats. These procedures will provide the basis for communication between the A/E, Program Manager and District.
- 1.4.7. **Design Phase Meetings:** PM shall schedule, direct and attend regular meetings with members of the project team during the design phase to monitor the progress, disseminate communications and information, facilitate resolution of issues, ensure coordination, obtain District's approvals and advise on topics related to the PM scope of services. Program Manager shall assure that recording, transcription and distribution of minutes are sent to all appropriate parties including attendees. Design Progress Meetings will be held at least twice a month.

- 1.4.8. Coordination of Construction Contract Documents: Program Manager shall serve as District's representative in coordinating and supervising the A/E's activities. The Program Manager shall provide leadership with respect to the implementation of design phase procedures by all parties. Program Manager shall expedite the flow of information between District, the A/E, and other parties. Program Manager shall monitor the Design Phase Schedule prepared by the A/E within the parameters provided by the Master Schedule, shall monitor the design documents for general conformance with the District's standards. The PM shall develop any Special Conditions of the Construction Contract Documents, which shall be approved in writing by the District.
- 1.4.9. Design Documents Technical Review: PM shall develop plan review procedures, will obtain the A/E's Design Documents and distribute them to the designated District's reviewers. The PM shall collect written comments and forward them to the A/E for any revisions necessary. At specified milestones, the Program Manager shall coordinate the review of the drawings and Project Manual by District staff and/or third party reviewer. District staff will review for conformance with the District's Design Standards. District's comments will be provided in writing and notated on the actual submittal documents. Program Manager shall provide an audit of the 95% design review comments at the 100% Construction Document submittal to ensure the A/E's proper response and incorporation of comments into the permit/bid documents. At the District's option, the PM shall perform the technical plan review, in lieu of the third party reviewer. If this option is selected, these services will be negotiated and added to the basic services.
- 1.4.10. Design Documents Programmatic Review: Program Manager shall review the Schematic Design documents of new construction projects for adherence to the Program Requirements and will advise A/E of any error, inconsistency or omission discovered, and recommend alternative solutions whenever design details affect construction feasibility budget risks or schedules.
- 1.4.11. Constructability Review Report: Upon receipt of the 95% Construction Documents, Program Manager shall prepare a constructability review report prior to the issuance of the Bid Documents and will ensure proper response and incorporation of comments into the permit/bid documents. All comments will be advisory and not directives. Reviews will be provided with due care; however, the performance of design reviews will not relieve the A/E of its responsibility to provide sound design and properly prepare contract documents; or make Program Manager or District in any way responsible for, liable for, or an insurer of the design and/or performance of the A/E.
- 1.4.12. Contract Documents Review: PM shall coordinate with the District to ensure that the Construction Contract Documents comply with all applicable regulations, policies and procedures for procurement requirements. Assist in the review and update of Front end documents and bidding forms.
- 1.4.13. Change Management: Program Manager shall implement and maintain change management procedures. When design or programmatic changes are made and approved by District, such changes will be recorded, and the cost and/or schedule effect(s) will be documented in the form of a Design Phase Change. Each Design Phase Change Form will be sent to District for written approval. Program Manager shall maintain a Design Change Log and will distribute executed Design Phase Changes to all appropriate parties.
- 1.4.14. Design Estimates: Program Manager shall coordinate the preparation of cost estimates by the third party cost estimator and will coordinate the review of the estimate prepared by the A/E's cost estimating firm. Program Manager shall take appropriate action to resolve issues, which may be discovered in the review of the estimate and/or the comparison of the estimate and the approved Project(s) budget.
- 1.4.15. Cost Adjustment Sessions: Should significant variance be detected with the Schematic Design, Design Development, and/or Construction Document estimates, Program Manager shall conduct cost adjustment sessions with the A/E and District. At the conclusion of these sessions, Program Manager, in conjunction with District, will require commitments from the A/E to make appropriate design adjustments to bring design back in line with the approved parameters. Upon submittal of the adjusted design documents, the A/E through its independent cost estimator will be required to present written confirmation that the submittal(s) meet the approved requirements.

- 1.4.16. Value Engineering: Program Manager shall assist in providing value engineering on major Program construction components such as mechanical system, exterior envelope and fenestration, structural system, roofing system, lighting, and power service, when appropriate. Value engineering analysis shall be summarized and distributed to District. District facilities and maintenance staff shall be included in value engineering decisions and recommendations.

1.5. Bidding / Procurement Coordination and Management

- 1.5.1. Competitive Sealed Proposals: The Program Manager shall identify and establish the cost of each Construction Contractor bid package to be used for evaluation of the proposals, shall develop procurement procedures, selection criteria, and shall make a recommendation for selection of the best value and successful proposer to the District.
- 1.5.2. Proposal Reconciliation: In the event the lowest acceptable proposal received for the Project exceeds the Construction Cost Limitation, the Program Manager, without charge to the District, and if so directed by District, shall have the A/E Firm(s) make such revisions to the drawings and specifications as may be necessary to bring the cost of the Project within the Construction Cost Limitation. The PM shall coordinate the revisions to the drawings and specifications as expeditiously as possible.
- 1.5.3. Proposal Reconciliation: The District reserves the right to accept a proposal and award a construction contract that exceeds the stipulated Construction Cost Limitation, if such award is determined by Owner to be in the Owner's best interest, rather than requiring the Program Manager to have the A/E Firm(s) to revise the drawings and specifications. However, the method for computing the Basic Services Fee shall remain unchanged. Program Manager is also not entitled to Additional Services pursuant to these revisions or award of construction contract exceeding the Construction Cost Limitation. To the extent reasonably feasible, consistent with state and federal law, District policy and procedures, Program Manager shall assist in developing and expediting proposal procedures for proposal document issuance, and receipt of proposals.
- 1.5.4. Generate Proposers Interest: Program Manager shall maintain contact with potential proposers on a regular basis throughout the procurement phase, including major subcontractors and suppliers as well as General Contractors. Program Manager shall assist in preparing lists of possible proposers for each bid package and assist District in analyzing the information. This activity shall entail the preparation and transmission of questionnaires; receiving, and analyzing completed questionnaires.
- 1.5.5. Procurement Advertisements: Program Manager shall assist District in preparing and placing notices and advertisements to solicit proposals on assigned Projects. Program Manager shall provide information to post proposal information on the District website relating to specific Project opportunities.
- 1.5.6. Expedite Proposal Document Delivery: Program Manager shall assist A/E in coordinating and expediting the delivery of Proposal Documents and Addenda to the proposers. This task will be performed in conjunction with District and A/E.
- 1.5.7. Pre-Proposal Conference(s): In conjunction with District and A/E, the Program Manager shall conduct pre-proposal conference(s). These conferences will be a forum to present the Project requirements to the proposers. Program Manager shall document and distribute results of conference. A/E will issue required clarifications in the form of an Addendum.
- 1.5.8. Coordination and Inquiries: Program Manager shall coordinate communications related to Proposer inquiries and seek resolution from the appropriate party and timely forward such information to A/E firms for inclusion in addenda. Program Manager shall review Addenda prior to A/E issuance to prospective proposers.
- 1.5.9. Proposal Evaluation: Upon receipt of proposals, Program Manager shall assist District and A/E in the proposal opening, evaluation of proposals for completeness, full responsiveness, price and best value, including alternate prices and unit prices, and shall make a formal recommendation to District in regard to the award of a contract.
- 1.5.10. Construction Contract Negotiations: Program Manager shall negotiate with the Contractor on behalf of District, when negotiation for added or deleted scope is necessary prior to award of contract. The A/E will attend

negotiations and will be responsible for technical matters.

- 1.5.11. Construction Contract(s): Program Manager shall assist District in the preparation of the construction contract(s). Program Manager shall also provide the Notice to Proceed on behalf of District to help assure a proper start of the construction.
- 1.5.12. Pre-Construction Conference(s): Program Manager shall conduct, in conjunction with District and the A/E, a pre-construction conference for the benefit of the successful Contractor and will serve to orient the Contractor to the various reporting procedures and site rules prior to the commencement of actual construction.
- 1.5.13. Pre-Purchase Transfers: In the event that materials or equipment have previously been identified or purchased for the use by any contractor, Program Manager shall assist in the preparation for the transfer of this equipment or materials concurrently with the proposal/award of the appropriate contract.
- 1.5.14. Bonds, Insurance, and Other Required Items: Subsequent to the District's award of the Construction Contracts obtain information/documents (as described in the Project Manual) from the Construction Contractors necessary for District's execution of the Construction Contracts and if such information or documents are not available, the Program Manager shall recommend the appropriate course of action to the District with respect to any such Construction Contractor which cannot provide the information/documents;
- 1.5.15. Permits, Fees, Agency and Code Reviews: PM shall manage and monitor the efforts of the A/E in obtaining all required permits from the government authorities having jurisdiction over the Project. To that end, the PM may establish contacts with such government agencies to facilitate the permitting process, as needed. The District will be responsible for payment of any fees, permits, assessments or other expenses incurred or required by government authorities having jurisdiction over the Work. PM shall verify payment of applicable fees and assessments and will assist the District, the Contractor, Architect/Engineer or consultant, in obtaining all applicable risk management, code, and regulatory agency reviews and approvals for the Project or any portion thereof including, without limitation, the Texas Education Agency, the Texas Department of Licensing and Regulation, the City Building Department and Fire Department, and Factory Mutual Engineering, a wholly owned subsidiary of the Factory Mutual System;

1.6. Construction Coordination and Management

- 1.6.1. Move-Out Coordination: Program Manager shall assist District in conducting pre-move conferences and administer the agreement for moving activities per the approved Phasing Plan. PM shall assist District's personnel in overseeing relocation of furniture, equipment, and other articles by the movers while actual move-out is in progress.
- 1.6.2. Administration of the Project: Program Manager shall provide contract administration as an agent and representative of District and to establish and implement coordination procedures between District, the A/E, and Contractors. In performing these duties the Program Manager shall not assume or supplant the duties and/or responsibilities of the Architect or Engineer of Record.
- 1.6.3. Contract Administration: Program Manager shall administer the construction contract as provided in the General Conditions of the contract for construction.
- 1.6.4. Submittal Procedures: Program Manager shall establish and implement procedures for submittals, change orders, payment requests, request for information and other processes required during construction.
- 1.6.5. Requests for Information (RFI): Program Manager shall review the RFI logs prepared by the AE Firm or the Contractor on a regular basis to ensure appropriate and timely resolution is delivered back to Contractor.
- 1.6.6. Shop Drawings and Other Submittals: Program Manager shall review the list of all submittals required pursuant the Construction Contract Documents prepared by the AE Firm. The PM shall monitor the status of the log maintained by the AE Firm or Contractor on a regular basis to ensure appropriate and timely submittal by the Contractor and appropriate and timely review by the AE Firm.
- 1.6.7. Job Site Meetings: Program Manager shall conduct weekly, or as otherwise directed by District,

Owner/Architect/Contractor (OAC) job-site progress meetings with the Contractor, A/E Firm and others applicable to the stage of the work, and shall require that the A/E record, transcribe and distribute minutes to attendees and other appropriate parties.

- 1.6.8. Coordination of technical inspection and testing: Program Manager shall coordinate the technical inspection and testing provided by the A/E or third parties. All technical inspection reports shall be in a format approved by the District and applicable authorities. PM shall receive and distributed required reports.
- 1.6.9. Site visits: Program Manager shall observe the progress of the Work on a periodic non-exhaustive basis and advise the District and A/E of deviations, defects and/or deficiencies observed in the Work. PM's observation duties shall include reasonable diligence to discover work that is not in compliance with the District's requirements or contract documents. These observations will not, however, cause Program Manager to be responsible for those duties and responsibilities which belong to the A/E or the Contractor, and which include, but are not limited to, the A/E's obligation to produce clear, accurate drawings and specifications and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- 1.6.10. Non-conforming work: Program Manager in conjunction with the A/E shall make recommendations for corrective action on observed nonconforming work. Program Manager shall make recommendations to District and the A/E in instances where Program Manager observes work that, in its opinion, is defective or not in conformance with the Contract Documents.
- 1.6.11. Exercise of contract prerogatives: When appropriate, Program Manager shall advise District and make recommendations to District for exercising District's contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- 1.6.12. Master Schedule: Program Manager shall update and maintain the Master Schedule by incorporating key in-progress adjustments submitted by the Contractor. Program Manager shall distribute the updated Master Schedule to District, A/E and other appropriate parties.
- 1.6.13. Construction Schedule: Upon District's transmission of a Notice of Award to the successful Contractor, Program Manager shall review the Contractor's development of its detailed construction schedule within the framework of the submitted Preliminary Phasing Plan. Program Manager shall receive the detailed Construction Schedule from the Contractor and distribute the detailed Construction Schedule to District, the A/E and other appropriate parties.
- 1.6.14. Schedule of Values: Program Manager in conjunction with A/E shall review, reconcile, and approve Contractor Schedule of Values, which shall be used as the basis for all future progress payments during the Construction Phase.
- 1.6.15. Construction Progress Review: Program Manager shall review the progress of construction with the A/E and Contractor, observe work in place and properly stored materials noting activities with negative float or lagging behind on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule. The Program Manager's review shall verify the payment recommended by the A/E, will reflect the Contractor's contractual progress and will be the basis for the monthly progress payment to the Contractor.
- 1.6.16. Monthly Construction Schedule Updates: Program Manager shall review monthly construction schedule updates prepared by the Contractor of the actual progress as observed by Program Manager, the activities will then be assigned percentage-complete values in conjunction with the Contractor.
- 1.6.17. Monthly Contractor Payment: Program Manager shall review and make recommendations pertaining to monthly payment to each Contractor. The PM shall review that the A/E Firm has certified the amounts due to the Contractor under the Construction Contract Documents and initial the application for payment before forwarding to District for payment.

- 1.6.18. Monthly Construction Payment Reports: Program Manager shall prepare and distribute a monthly construction payment report, which will be part of the monthly Program Status Report. This report will reflect total construction contract prices, Contractor's payment to date, current payment requested, retainage, and actual amounts owed for the current period.
- 1.6.19. Recovery Plan: Program Manager shall assist the Contractor in preparing a Recovery Schedule when required. This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Contractor to recapture the lost time and complete the Work in accordance with the Completion Date. The Recovery Schedule shall be distributed to the Contractor, District, A/E and other appropriate parties.
- 1.6.20. Change Order Processing: Program Manager shall assist District in establishing and implementing a Change Order processing system. When a change in work is required, a Request for Change Order (RCO) shall be prepared by the Contractor describing in detail the change, including a detailed breakdown of cost and time extension. A/E in turn will provide an initial recommendation with an estimate of probable cost by their independent estimator to the Program Manager, with other appropriate documentation. Program Manager shall evaluate the RCO and make a final recommendation to District. Upon review and approval of the RCO by District, the A/E will prepare a Change Order for execution by all parties. All Change Orders and requests for proposals shall be tracked in the Program Manager's log, which will be the basis for the Change Order report to District.
- 1.6.21. Negotiation of Change Order Costs and Time Extensions: Program Manager shall negotiate change order costs and time extensions on behalf of District prior to final recommendation.
- 1.6.22. Force Account Records: In instances when the change order work will be done on a time and material basis, and when approved by District as an Additional Service, Program Manager shall maintain force account records on a daily basis to determine the actual worth and time required for the work.
- 1.6.23. Change Order Reports: Program Manager shall prepare and distribute Change Order reports on a monthly basis throughout the Construction Phase. This report will provide Change Order information pertaining to proposed and executed Change Orders and their effect on the contract price as of the date of the report.
- 1.6.24. Contractor Claims: Program Manager shall manage the Claim process and shall provide procedures for resolution of claims. The PM shall review all notices of claims by Contractors against District for additional cost or time due to any alleged cause. Program Manager shall evaluate and provide an order of magnitude estimate of cost for each claim, obtain factual information concerning such claim, and make recommendation to District. Program Manager shall participate in any partnering processes, early detection and/or early resolution of claim. Program Manager shall make a recommendation to District concerning the settlement of claim. If required, Program Manager shall negotiate resolution of claim with Contractor on behalf of District at District's instructions.
- 1.6.25. Equipment Instruction Manuals: Program Manager shall manage the delivery of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project. Upon approval by A/E, Program Manager shall transmit manuals to District.
- 1.6.26. Record Documents: Program Manager shall coordinate the Contractor's and A/E's obligation to provide record documents.
- 1.6.27. Training Sessions: Program Manager shall assist District in coordinating and scheduling training sessions for District's maintenance and operational personnel and enforce Contractor's obligation to provide training of staff is fulfilled.
- 1.6.28. Substantial Completion: Program Manager shall manage the A/E's development of the punch list of the remaining work necessary for Substantial Completion, and notify the Contractor of any observed deficiencies. When incomplete work or defective work has been remedied, Program Manager shall advise District of acceptability of Project completeness, and expedite the A/E's issuance of a Certificate of Substantial Completion. In the event of remaining incomplete items, Program Manager shall, upon District's concurrence,

issue Certificate of Substantial Completion with exceptions noted.

1.7. Post Construction Coordination and Management

- 1.7.1. Final Completion: Program Manager, in conjunction with the A/E, at the conclusion of corrective action pertaining to the punch list, shall make a final comprehensive review of the Project, and file a final report with District providing a statement by the Program Manager and the A/E regarding the acceptability of the completed Work per the Contract Documents and relevant Project Data. The report shall also make recommendation regarding acceptability of final payment to the Contractor.
- 1.7.2. Occupancy Permit and Green Tags: Program Manager shall assist District and A/E Firm in obtaining the temporary and permanent occupancy permits. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities to be performed by third party consultants on behalf of the District.
- 1.7.3. Move-in Coordination: Program Manager shall assist District in conducting pre-move conferences and administer the agreement for moving activities in conjunction with move-in for the Project. Program Manager shall assist District's personnel in overseeing the relocation of furniture, equipment, and other articles by the movers while actual move-in is in progress.
- 1.7.4. Occupancy Plan Schedule and Reports: Program Manager shall assist District in preparing an occupancy plan which will include a schedule indicating critical interfaces for relocation of furniture, equipment, new furniture and equipment and the relocation or mobilization of District's personnel. This schedule will be distributed to the movers, contractors, District's affected departments, and other appropriate parties.
- 1.7.5. Financial reconciliation: Program Manager shall continue to review and evaluate for Change Orders during the Post-Construction Phase and shall assist the District in financial reconciliation of contracts, final project accounting and final payment.
- 1.7.6. Claims Evaluation: Program Manager shall continue to evaluate claims during the Post-Construction Phase as long as the claims process occurs within the contract time.
- 1.7.7. Final Project Report: At the conclusion of the Program, Program Manager shall prepare a final report, including close out information and other key performance indicators.
- 1.7.8. Warranty Observations: Program Manager shall maintain a warranty log and shall assist the District with warranty calls during the one-year warranty period after substantial completion, for the portion of the warranty period that occurs within the contract time. PM shall organize post occupancy evaluations at the sixth and eleventh months following substantial completion of the Project, as long as these occur within the contract time. Program Manager shall serve as an expediter to verify that remedies are being provided in a timely manner and that a satisfactory solution to the deficiencies is provided. Inspections or other services required or requested by District following completion of Program Managers contract period will be deemed additional services.
- 1.7.9. Permanent Records: PM shall gather close out documentation from contractors, A/E firms and other consultants and shall transmit to Permanent Records following the District's instructions for the collection, preservation and delivery of CIP project records.

1.8. Other provisions

- 1.8.1. Documentation: All Program files pertaining to the Projects, with the exception of Program Manager's business, financial and personnel, must be open and available to District for review at any time during normal working hours with a reasonable amount of notice.
- 1.8.2. Knowledge and Information on Project: The District shall be fully acquainted with the Program and shall facilitate and coordinate Project issues with the Program Manager. Upon request, the District will furnish in writing the authorization of each representative of the District to represent it in connection with the Project. The District shall cooperate fully in providing information to Program Manager, the A/E firm and GC, and any other

consultants or contractors as required to execute the requirements for the Project. Within a reasonable time after receipt of written notification from the Program Manager, the District shall address the Project issues raised by the Construction Team.

- 1.8.3. Surveys and Information: District shall furnish for the site of the Project any necessary surveys describing the physical characteristics, soil reports and subsurface investigations, known legal limitations, utility locations and legal descriptions to the extent such items may be required by agreements between District and Architect/Engineer or other consultants. District shall inform all special consultants retained by the District that they shall coordinate their services through the Program Manager.
- 1.8.4. Fees and Permits: District shall pay for all appropriate Project related approval, inspection and plan review fees, easements, permits, assessments and charges routinely required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 1.8.5. Copies of Drawings and Specifications: District shall furnish the Program Manager, without charge, all copies of Architectural and Engineering Drawings and Specifications reasonably necessary for the execution of the Work.
- 1.8.6. Access To and Observations Relating To Certain Services, Information and Reports: The services, information, surveys and reports identified herein shall be furnished to the other members of the Program Manager, the A/E firm and GC, and any other consultants or contractors as required to execute the requirements for the Project, at their request, with reasonable promptness at the District's expense. If the District becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Project Manual, or agrees to any change in the Architect/Engineer's agreement, Contractor's agreement or any other consultant agreement, District shall give prompt written notice thereof to the Program Manager.
- 1.8.7. Hazardous Materials: District shall be responsible for the removal, encapsulation, transportation, and disposal of any hazardous material and asbestos or asbestos-related products as may be legally required in connection with the Project. Program Manager and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project sites. Program Manager shall not be held liable for claims resulting from the pre-existence of any hazardous materials. However, Program Manager shall coordinate all necessary schedule modifications. In the event the Program Manager or any Construction Contractor encounters on a Project site material reasonably believed to be asbestos, PCB, molds, lead based paint or any other toxic or hazardous material which has not been rendered harmless and which is not part of the Work to be performed by the Construction Contractor on a Project, the Program Manager shall immediately stop its Services in the affected area and report the condition to the District in writing. The Program Manager's Services in the affected area shall not thereafter resume except by written agreement of the District and Program Manager if in fact the material is asbestos, PCB, molds, lead based paint or any toxic or hazardous material and has not been rendered harmless. The Program Manager's Services in the affected area shall resume in the absence of asbestos, PCB, mold or lead based paint or any other toxic or hazardous material, or when it has been rendered harmless, by written agreement of the District and Program Manager. The District shall not require the Program Manager to perform without its consent any Services relating to asbestos, PCB, mold, lead based paint or any other toxic or hazardous material.
- 1.8.8. Office Space and Equipment: The District will provide the following, as required to perform the contractual duties and as mutually agreed, to the extent they are allowable under District policy:
 - Office Space, including maintenance, cleaning, janitorial services and utilities. Office space will consist of six (6) offices for upper management, plus modular systems furniture stations equal to the number of staff, and associated support spaces such as document storage, conference rooms, etc.
 - Office Furniture, including but not limited to desks, chairs, filing cabinets, storage space, bookcases and conference tables.

- Office Equipment and Supplies, including but not limited to copiers, fax machines, scanners, printers, plotters, and required maintenance and replacement of toners, paper, pencils, pens, markers, markerboards, display boards, notebooks and other office supplies.
- Parking spaces outside Capital Improvement Program office.
- Computer Servers, Software, except Prolog Software and Licenses, Networks.
- Digital cameras, Photographs/Videos, Record Documentation, Photocopies and Reproduction of Documents, Presentations and other required material.
- Postage, Mail, Courier, FedEx.
- IT Support and Communication equipment, including local and long distance, broadband service, Internet access.

ARTICLE 2

PROJECT SCHEDULE & DURATION OF SERVICES

2.1 Unless discontinued earlier by the FWISD, the services are to be performed at the following times and places:

(Specify the date(s), time(s), and location(s) of the performance of the service.)

- 2.1.1 District CIP Office: PM shall perform the majority of these services at the District provided offices, site observations and project meetings may be conducted at school campuses.
- 2.1.2 Project Schedule: The services to be provided under this Agreement shall be in general accordance with the Project Schedule, provided that the District does not grant extensions to the A/Es and Construction Contractors which impact the schedule. The current schedule for the overall CIP is January 2014 through January 2018. The Services under this Amendment shall commence as of January 15, 2014 and shall conclude as of January 14, 2018, unless extended by mutual agreement between the District and the Program Manager.
- 2.1.3 Duration of services: The PM shall provide 1,460 days of direct services, unless terminated at an earlier date by the District. The contract time is four (4) years. Two (2) one year subsequent terms may be authorized separately by the District for a total term of six (6) years. If design delays, construction delays or other delays beyond the control of the Program Manager cause the period to extend beyond this duration, the Services required after this date will be identified in a separate Amendment.
- 2.1.4 Force Majeure: The Program Manager and the District shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable controls without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, archaeological finds, war and strikes.
- 2.1.5 Termination: This agreement can be terminated by either party at any time, with or without cause.

ARTICLE 3

COMPENSATION AND FEE SCHEDULE

3.1 The Fee Schedule for all services to be rendered pursuant to this amendment is as follows:

FIXED LUMP SUM FEE of Thirteen Million Four Hundred Fifty -Five Thousand One Hundred Thirty-Two Dollars (**\$13,455,132**) to be paid through January 14, 2018, as invoiced according to the billing schedule included as an attachment.

PM shall be reimbursed for expenditures specifically for the project and when requested and approved by FWISD, including but not limited to: air travel; lodging and subsistence; document reproduction; computer plotting; photography; long distance communications; shipping, postage, messenger or courier service charges; any sales, usage, occupation, service or similar taxes; purchase of maps and similar documents; supplies and materials; other similar expenses; any professional photography, renderings and scale models, communication flyers and newsletters, website implementation and operation costs, special engineering studies and reports, mock-ups or samples performed by outside vendors, videos and PR/Communication materials. Billings for such reimbursable expenses shall be marked up five percent (5%) for handling and coordination. The District will not be responsible for reimbursing professional license fees.

FIXED LUMP SUM FEE for subsequent years to be negotiated at a later date, if needed.

- 3.2 The PM shall not be paid in advance.
- 3.3 In no event will the cost to the District for the services to be provided, except for approved Reimbursable Expenses, exceed the maximum costs listed in Section 3.1. The fees due under this agreement will be prorated in the event of termination of the agreement by either party prior to the expiration date. In the event the Program Manager terminates the Agreement, Program Manager shall be paid 90% of the prorated amount of the fees earned as of the date of the termination.
- 3.4 PM shall submit invoices on a monthly basis for services performed under the agreement, per the attached fee schedule. Payments will be due within 30 days after receipt of invoices and shall be made by electronic funds transfer by the District to the bank and account designated in the invoice by the Program Manager.

ARTICLE 4

NO WAIVER OF IMMUNITY/LIABILITY LIMITATION

- 4.1 The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of law.
- 4.2 Exclusion of Consequential Damages/Limitation of Liability. To the extent allowed by law, the total aggregate liability of Program Manager arising out of the performance or breach of this Agreement shall not exceed the amount of compensation paid to Program Manager unless available insurance limits and coverage required by this Agreement exceed the compensation paid to the Program Manager. Notwithstanding any other provision of this Agreement, Program Manager shall have no liability to the District and the District shall have no liability to the Program Manager for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. To the extent allowed by law, the limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of agreement, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of Program Manager, its employees or sub-consultants.

ARTICLE 5

INDEMNITY

- 5.1 Indemnification. To the fullest extent permitted by applicable law, program manager shall and does agree to indemnify, protect and hold harmless owner, owner representative (if any) and each of the aforementioned parties' respective affiliated companies, partners, successors, assigns, heirs, legal representatives, devisees, officers, directors, shareholders, employees and agents (collectively "indemnitees") for, from and against all liabilities, claims, damages, losses, liens, fines, penalties, costs, causes of action, suits, judgments and expenses (including court costs, reasonable attorney fees, and costs of investigation), of any nature, kind or description of any person or entity, to the extent arising out of, caused by, or resulting from (1) the services performed hereunder or any part

thereof, to the extent they do not conform to the standard of care or otherwise in this agreement, (2) program manager's breach of this agreement or (3) any negligent act or omission or willful misconduct of program manager, any outside consultant or subcontractor (of any tier) of program manager, anyone employed by them, or anyone that they control or exercise control over (collectively, "liabilities"), even if such liabilities arise from or are attributed in part to the concurrent negligence of any indemnitee. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employees' benefit acts.

- 5.2 The District and its employees can neither agree to hold the PM harmless nor agree to indemnify the PM, and any agreements or provisions to the contrary are void.

ARTICLE 6

INSURANCE

- 6.1 PM shall carry insurance in the limits and coverage required in the RFQ. Certificates of insurance and insurance policies, if requested by the District, shall be issued upon execution of this Agreement. Each Sub-Consultant shall carry its own insurance and the PM does not include liability coverage for Sub-Consultants under PM's policy. The Sub Consultants shall be required to submit their own certificates of insurance in conformance with the RFQ.

ARTICLE 7

MISCELLANEOUS

- 7.1 The rights, responsibilities and duties under this agreement are personal to the PM and shall not be transferred or assigned without the express prior written approval of the District.
- 7.2 The PM certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 7.3 The District is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued.
- 7.4 Claims and disputes associated with this agreement will not be resolved by arbitration or dispute resolution.
- 7.5 All oral or written agreements between the parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein.
- 7.6 This agreement must contain original signatures, and no copies or facsimiles will be accepted.
- 7.7 The PM, by signing this agreement, certifies that he/she does not have a conflict of interest relative to the services to be rendered on behalf of the District.
- 7.8 The PM further understands that he/she is serving as a Professional Consultant of the District and hereby agrees that he/she will not divulge any proprietary or confidential information to any person without written authorization from the District.
- 7.9 The PM understands that products produced as a result of this agreement are the sole property of the District and may not be used by the PM without the express written permission of the District.
- 7.10 It is expressly understood and agreed by both parties hereto that the District is contracting with the PM as an independent contractor. Each party and the officers, employees, agents, subcontractors or other Consultants thereof shall not be deemed by virtue of this agreement to be the officers, agents, or employees of the other party. The

District will not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the PM.

7.11 The PM shall not require the District to pay taxes of any kind.

IN WITNESS THEREOF, the Board of Education of the Fort Worth Independent School District acting by its duly authorized representative, and _____ have set their signatures on _____.

FOR THE PROGRAM MANAGER

By: Mark Ballard
(PRINT NAME OF PROGRAM MANAGER REPRESENTATIVE)

Signature: 
(PROGRAM MANAGER REPRESENTATIVE SIGNATURE)

Title: Senior Vice President
(TITLE OF PROGRAM MANAGER'S REPRESENTATIVE)

FOR THE DISTRICT

By: Walter Dansby
(PRINT NAME OF DISTRICT REPRESENTATIVE)

Signature: 
(DISTRICT REPRESENTATIVE SIGNATURE)

Title: Superintendent, FWISD
(TITLE OF DISTRICT'S REPRESENTATIVE)

Exhibit 1
Staffing Plan

Year 5 Projects & Schedule
January 15, 2018 to August 31, 2018

This list is comprised of 2013 CIP projects that will be in construction during this extension period. All other 2013 CIP projects will be in the close-out phase.

AECOM Staff	Role	Firm	Bid Packages	TEA	Schools	Primary Scope of Work	AE Firm	General Contractor	Current Status	Notice to Proceed	Substantial Completion (Contractual)	GC Final Completion (SC + 60D)	GC, AE & 3rd Party Vendors Final Closeout (FC + 30D)	Project Managers Demobilization Date
Project and Construction Management Staff														
Luis Delgado	Program Executive	AECOM												August 15, 2018
PM TBD	Project Management	AECOM	15	121	DeZavala ES	Kitchen & New Gymnasium	Schwarz-Hanson	Reeder	DeZavala ES NTP	September 7, 2017	May 18, 2018	July 17, 2018	August 16, 2018	June 15, 2018
				42	Daggett MS	Renovation			Pending Permit (Easement)	September 7, 2017	May 18, 2018	July 17, 2018	August 16, 2018	
				194	Daggett Montessori	Renovation		September 7, 2017	May 18, 2018	July 17, 2018	August 16, 2018			
Donnie Pham	Project Management & Team Oversight	AECOM	43	87	I.M. Terrell Academy for STEM & VPA	Performing Arts/STEM Academy	Corgan	Con-Real Turner	Construction	April 1, 2016	March 30, 2018	May 29, 2018	June 28, 2018	August 31, 2018
			066B	2	Arlington Heights HS	Kitchen, Classrooms & Athletics	OAID	Dennett	Construction	July 6, 2017	August 1, 2018	September 30, 2018	October 30, 2018	
PM TBD	Project Management	AECOM	18	17	171	Tanglewood ES	Kitchen	BBP	Bartlett-Cocke	Construction	June 5, 2017	April 16, 2018	June 15, 2018	July 15, 2018
				3	South Hills HS	Kitchen & Athletics	Dimensions	Bartlett-Cocke	Construction	May 3, 2017	March 29, 2018	May 28, 2018	June 27, 2018	
				14	Southwest HS	New Weight Room & Life Safety			Construction	May 3, 2017	March 29, 2018	May 28, 2018	June 27, 2018	
43	Wedgwood 6th Grade	Kitchen	Construction	May 3, 2017	February 23, 2018	April 24, 2018			May 24, 2018					
PM TBD	Project Management	AECOM	66A	9	Polytechnic HS	Classrooms & Athletics	BRW	Ratcliff	Construction	June 26, 2017	April 18, 2018	June 17, 2018	July 17, 2018	
			65	4	DH Jarvis HS	New Field House	VLK	Reeder	Construction	November 27, 2017	June 20, 2018	August 19, 2018	September 18, 2018	
			61	119	Daggett ES	Kitchen	Schwarz-Hanson	MDI	Procurement & Permitting	January 15, 2018	August 13, 2018	October 12, 2018	November 11, 2018	
			11	Trimble Tech HS	CTE & Athletics									
			51	Meacham MS	Life Safety	VLK	Basecom	Construction	September 28, 2017	March 10, 2018	May 9, 2018	June 8, 2018		
			125	Eastern Hills ES	Life Safety									
			130	Harlean Beal ES	Life Safety									
138	H.V. Helbing ES	Life Safety												
222	L. Clifford Davis ES	Life Safety												
834	Wilkerson Greines AC	Life Safety												
Sadhana Pendharkar	Project Management	Aguirre-Roden	28	54	Morningside MS	Kitchen	Fender-Andrade	RJM	Permitting & Re-Submittal	February 1, 2018	September 29, 2018	November 28, 2018	December 28, 2018	
			56	111	Carter Park ES	Pre-K	Corgan	Reeder	Construction	July 17, 2017	January 15, 2018	March 16, 2018	April 15, 2018	
			13	159	Nash ES	Kitchen	Jennings-Hackler	td	Procurement	December 1, 2017	June 29, 2018	August 28, 2018	September 27, 2018	
				148	Versia Williams ES	Kitchen				December 1, 2017	June 29, 2018	August 28, 2018	September 27, 2018	
			53	Various Schools	Middle & High Schools	Safety/Security Initiative Phase 2 MS & HS Access Control (41)	Jacobs & Associates	Sology	Construction	December 22, 2017	December 22, 2017	February 20, 2018	March 22, 2018	
53	Various Schools	Elementary, Middle & High School Campuses	Safety/Security Initiative Phase 3B ES, MS, HS Campuses Additional Cameras (123)	Jacobs & Associates	Sology & Southwest Networks	Procurement	April 15, 2018	April 15, 2018	June 14, 2018	July 14, 2018				
Project Controls & Support Staff														
Kristin McElroy	Program Financials, Close-out, BOE Items	AECOM	All	NA	All 2013 CIP Projects	100% Full-time	Dates in red above represent projects, including all associated vendors, that will be closed by Fort Worth CIP.							August 31, 2018
LaKeisha Fields	Close-out & Documents Controls	AECOM	All	NA	All 2013 CIP Projects	100% Full-time								August 31, 2018
TBD	HUB/MWBE	TBD	All	NA	All 2013 CIP Projects	100% Full-time								August 31, 2018
Sharon Woolard	Invoicing & e-Builder & Close-out	AECOM	All	NA	All 2013 CIP Projects	100% Full-time								August 31, 2018
Teri Schmig	Scheduler	AECOM	All	NA	All 2013 CIP Projects	10% Part-Time @ No Cost								May 31, 2018

Project/Construction Management Staff
Support Staff

Exhibit 2
Fee Schedule
(January 15, 2018 to August 31, 2018)

Employee	Firm	Hours / Week	Month 1 (1/15-2/15)	Month 2 (2/16-3/15)	Month 3 (3/16-4/15)	Month 4 (4/16-5/15)	Month 5 (5/16-6/15)	Month 6 (6/16-7/15)	Month 7 (7/16-8/15)	Month 8 (8/16-8/31)		Total
Luis Delgado	AECOM	8.00										
PM TBD	AECOM	40.00										
Donnie Pham - PM and Team Lead	AECOM	40.00										
Kristin McElroy - Controls Manager	AECOM	40.00										
LaKeisha Fields - Closeouts	AECOM	40.00										
Sharon Woolard - E-builder and Controls Support	AECOM	32.00										
HUB TBD	TBD	40.00										
Sadhana Pendharkar - PM	AGUIRRE RODEN, Inc.	40.00										
PM TBD	AECOM	40.00										
PM TBD	AECOM	40.00										
Year 5 Labor Cost			\$ 168,353	\$ 177,620	\$ 214,688	\$ 177,620	\$ 149,169	\$ 172,915	\$ 87,598	\$ 92,419		\$ 1,240,381
Year 5 Other Direct Cost & Expenses			\$ 6,125	\$ 6,125	\$ 6,125	\$ 6,125	\$ 6,125	\$ 6,125	\$ 6,125	\$ 6,125		\$ 49,000
Total Year 5 Cost			\$ 174,478	\$ 183,745	\$ 220,813	\$ 183,745	\$ 155,294	\$ 179,040	\$ 93,723	\$ 98,544		\$ 1,289,381

Exhibit 3
Close-Out Schedule
January 15, 2018 to August 31, 2018

BP	3rd Party Vendors	GC	A/E
118J	NA	JAN	NA
125J	NA	MAR	NA
001A	JAN	DONE	MAR
002	JAN	DONE	MAR
003	JAN	DONE	MAR
006	JAN	DONE	MAR
007	JAN	DONE	MAR
009A	JAN	DONE	MAR
009B	JAN	DONE	MAR
012A	JAN	DONE	MAR
042	JAN	DONE	MAR
101J	JAN	DONE	MAR
102J	JAN	DONE	MAR
104J	JAN	DONE	MAR
120J	JAN	DONE	MAR
004	FEB	MAR	APR
040	FEB	MAR	APR
041	FEB	DONE	JAN
053 Ph II	FEB	MAR	AUG
103J	FEB	MAR	APR
111J	FEB	MAR	APR
112J	FEB	MAR	APR
116J	FEB	MAR	APR
117J	FEB	MAR	APR
119J	FEB	MAR	APR
121J	FEB	MAR	APR
001B	MAR	APR	MAY
011	MAR	APR	MAY
012	MAR	MAR	MAY
019	MAR	APR	MAY
020	MAR	APR	MAY
055	MAR	MAY	JUL
056	MAR	APR	MAY
005	APR	MAY	JUN
018	APR	JUN	JUL
021	APR	MAY	JUN
023	APR	APR	JUN
027	APR	MAY	JUN

Exhibit 3
Close-Out Schedule
January 15, 2018 to August 31, 2018

BP	3rd Party Vendors	GC	A/E
110J	APR	MAY	JUN
017B	MAY	JUN	JUL
060	MAY	JUN	JUL
063	MAY	JUN	JUL
105J	MAY	JUN	JUL
106J	MAY	JUN	JUL
109J	MAY	JUN	JUL
114J	MAY	JUN	JUL
123J	MAY	JUN	JUL
124J	MAY	JUN	JUL
053 Ph IIIB	JUN	JUL	AUG
059	JUN	JUL	AUG
066A	JUN	JUL	AUG
107J	JUN	JUL	AUG
108J	JUN	JUL	AUG
113J	JUN	JUL	AUG
115J	JUN	JUL	AUG
122J	JUN	JUL	AUG
126J	JUN	JUL	AUG
013	JUL	AUG	CIP
017	JUL	AUG	AUG
043	JUL	AUG	AUG
015	AUG	AUG	AUG
028	CIP	CIP	CIP
061	CIP	CIP	CIP
065	CIP	CIP	CIP
066B	CIP	CIP	CIP
067	CIP	CIP	CIP
127J	CIP	CIP	CIP

**ACTION AGENDA ITEM
BOARD MEETING
December 12, 2017**

TOPIC: APPROVE FIRST READING OF BOARD POLICY BBFA (LOCAL)

BACKGROUND:

On November 14, 2017, a Special Board Policy Committee was created to review and update board policy BBFA (LOCAL). The committee met on Monday, November 27, 2017 and on Thursday, December 7, 2017. From the discussions held by the Special Board Policy Committee, a recommended local policy is being brought forward for a first reading approval.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve First Reading of Board Policy BBFA (LOCAL).
2. Decline to Approve First Reading of Board Policy BBFA (LOCAL).
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Board of Trustees' 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

FWISD School Board of Trustees

RATIONALE:

Approval of Board Policy BBFA (LOCAL) will ensure the FWISD School Board of Trustees are in compliance with the local and legal requirements in regard to ethics and conflict of interest disclosures.

INFORMATION SOURCE:

FWISD School Board of Trustees

ETHICS
CONFLICT OF INTEREST DISCLOSURES

BBFA
(LOCAL)

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA – Accounting, Financial Reports and Statements, which includes School Financial Integrity Rating System of Texas ("School FIRST") reporting requirements for expenditures on and reimbursements to Board members, gifts, and Board member business transactions with the District.]

ETHICAL STANDARDS

A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use his or her position to seek personal advantage. [See also, BBF (LOCAL) – FWISD Board Member ethical standards.]

PROHIBITED
PRACTICES

See BBFB (LEGAL) for information on prohibited practices and restrictions on public servants under the Texas Penal Code and other legal authorities.

HARASSMENT OR
DISCRIMINATION

To make complaints of harassment or discrimination against a Board member, see policies DIA (for employees) and FFH (for students), as well as the District's grievance policies, i.e., DGBA (for employees), FNG (for students), and GF (for members of the public).

SUBSTANTIAL
INTEREST
DISCLOSURES,
SECOND DEGREE
RELATIVES

For purposes of the Substantial Interest Affidavit disclosure requirements set forth in BBFA (LEGAL), the Board extends such disclosure requirements, as follows: a local public official is considered to have a substantial interest if a person related in either the first or second degree by either affinity or consanguinity to the local public official, as determined under Government Code Chapter 573, Subchapter B [see DBE (EXHIBIT)], has a substantial interest as defined in BBFA (LEGAL). Local Gov't Code 171.002. [See BBFA (EXHIBIT A).]

CONFLICTS
DISCLOSURE
STATEMENTS,
SECOND DEGREE
RELATIVES

For purposes of filing conflicts disclosure statements required by Local Gov't Code 176.003, and vendor questionnaires required by Local Gov't Code 176.006, the Board extends such requirements by defining "family member" as a person related to another person within either the first or second degree by consanguinity or affinity, as described by Government Code Chapter 573, Subchapter B [see DBE (EXHIBIT)].

BOARD PRESIDENT'S
SCRIPT
REQUIREMENT

At all regularly scheduled Board Meetings, the Board President shall make a statement to remind Board Members of the legal conflict of interest requirements, shall request disclosure for any matters under consideration in that day's agenda, and if required by law, Board Members shall then recuse themselves from all discussion and abstain from voting on the matter(s) pertaining to such disclosure(s).

DATE ISSUED: _____
LDU _____
BBFA(LOCAL)-X

ADOPTED:

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