

*Board of Education
Regular Meeting
November 14, 2017*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on November 14, 2017 the Board of Education of the Fort Worth Independent School District will hold a Regular meeting beginning at 5:00 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. 5:00 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM

2. PLEDGES - Westpark Elementary School

3. RECOGNITIONS

- A. Recognition of Students Performing and Greeting Prior to the Meeting
- B. Serving the Underserved: Eliminating Poverty Through Early Childhood Development
- C. J. T. Kids Hope
- D. Woodway Elementary Debate Project
- E. East Fort Worth Business Association

*4. LONE STAR GOVERNANCE

- A. Student Outcome Goal 1: Early Literacy Monitoring System

*5. REPORTS/PRESENTATIONS

- A. Litter Free Zones - City of Fort Worth
- B. Programs of Choice

6. PUBLIC COMMENT

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

8. DISCUSSION OF AGENDA ITEMS

9. CONSENT AGENDA ITEMS

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

A. Board of Education Meeting Minutes	5
1. October 10, 2017 - Regular Meeting	7
2. October 24, 2017 - Regular Meeting	14
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve Music Instrument Purchases from the 2013 Capital Improvement Program for all FWISD Secondary Instrumental Orchestra Programs	21
2. Approve Uniform Rental Program for Fleet Operations	28
3. Approve Purchase of an Online Registration System	36
C. Approve Architectural Services for General Facility Maintenance Projects	41
D. Approval to Increase Procurement Card (P-Card) Transaction Limit from \$2,000 to \$5,000 for District Operations Foremen, Assistant Foremen, Area Directors, Custodial Supervisors and Fleet Services Warehouse Personnel	43
E. Approve George W. Bush Institute Principal Talent Management Cohort Memorandum of Understanding and Data Sharing Agreement	46
F. Approve the Quarterly Investment Report for the Period: July 1, 2017 - September 30, 2017	57
G. Approval of Budget Amendment for the Period Ended October 31, 2017	75
H. Approve the Sale of Tax Foreclosed Property Located at 5203 Libbey Avenue	80
I. Approve First Reading (TASB Updates) - Revision to Board Policy CJ (LOCAL), DFAA (LOCAL), and DFCA (LOCAL)	82
J. Approve First Reading of Revision to Board Policy AE (LOCAL) and AE (EXHIBIT)	93
K. Approve Change Order for Bid Package 012 (RFCSP 17-005) in the 2013 Capital Improvement Program	108
L. Approve Change Order for Bid Package 018 (RFP 15-036) in the 2013 Capital Improvement Program	111
M. Approve Change Order for Bid Package 060 (RFCSP #17-008) in the 2013 Capital Improvement Program	114
N. Approve Change Order for Bid Package 066A (RFCSP 17-066) in the 2013 Capital Improvement Program	117
O. Approve Change Order for Bid Package 066B (RFCSP 17-066) in the 2013 Capital Improvement Program	120
P. Approve Change Order for Bid Package 017B (RFCSP #17-010) in the 2013 Capital Improvement Program	123

Q. Approve Change Order for Bid Package 020 (RFCSP #17-003) in the 2013 Capital Improvement Program	126
R. Approval of Comprehensive Annual Financial Report for the Year Ended June 30, 2017	129
S. Approve Permanent Easements to the City of Fort Worth for Property Interests Near Farrington Field	131
T. Approve the Minutes for the August 29, 2017, September 19, 2017 and October 3, 2017 Racial Equity Committee Meetings	135

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

11. EXECUTIVE SESSION

- A. Seek the Advice of its Attorneys Concerning Pending or Contemplated Litigation or Other Matters that are Exempt from Public Disclosure Under Article X, Section 9 of the Texas State Bar Rules and as Authorized by Section 551.071 of the Texas Government Code.
- B. Personnel Matters (Section 551.074)
 - 1. Consider and Discuss Termination of Chapter 21 Contract for Umahamad Galambu
 - 2. Discuss Possible Termination of Chapter 21 Employees
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

13. ACCEPT CONSENT AGENDA

14. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda

15. ACTION AGENDA ITEMS

A. Take Action to Terminate Chapter 21 Contract of Umahamad Galambu	
B. Approve Amended Board of Education Minutes	143
C. Approve the Creation of a Special Board Committee to Review and Update Board Policy BBFA (LOCAL)	145
D. Approve Canvassing Returns and Declaring the Results of a Tax Ratification Election	147
E. Approve Canvassing Returns and Declaring the Results of Bond Election	153
F. Approve Authorization for Superintendent or Designee to Enter into a Contract with a Selected Owner's Representative for Program Management Services for the 2017 Capital Improvement Program (RFQ 18-030)	159

G. Approve Qualification of Firms and Authorization to Negotiate and Award Contracts 195
for Architectural and Engineering Professional Services for the 2017 Capital
Improvement Program and Projects Funded as a Result of the 2017 Tax Ratification
Election

H. Authorize the Superintendent to Negotiate a Lease with Tarrant County College 200
District for the Usage of Facilities at Trinity River Campus for TABS

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

17. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

In order to maintain compliance with Texas Code chapter 551 and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Board Of Education Meeting Minutes
2. Decline to Approve the Board Of Education Meeting Minutes
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve The Board Of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

Approval of the attached Board of Education minutes allows the District to provide the public with an official record of any given meeting.

INFORMATION SOURCE:

Sammy Monge

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on October 10, 2017.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on October 5, 2017, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on October 5, 2017 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING OCTOBER 10, 2017

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on October 5, 2017 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on October 5, 2017.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

The following Board Members were present:

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

Absent: Ashley Paz

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Charles Carroll, Chief Academic Officer
Art Cavazos, Chief of District Operations
Kyle Davie, Chief Technology Officer
Karen Molinar, Chief of Elementary Schools
Sammy Monge, Chief of Policy & Planning

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

2. PLEDGES - Como Montessori Elementary School

Jana Bennett, principal, introduced students who lead in the pledges. Parents and staff were introduced.

3. RECOGNITIONS

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

Student greeters were the Army JROTC unit at Paschal High School.

B. Parent Recognition for S.S. Dillow Elementary School

Parent volunteers were recognized and presented a certificate of appreciation for family engagement.

C. National Hispanic Institute

Mr. Jacinto Ramos presented this recognition. Students from Southwest and Paschal High Schools spoke regarding their experiences with the Hispanic Institute.

4. LONE STAR GOVERNANCE

A. 2nd - 3rd Grade Students Progress on Literacy Monitoring System (GPM 1.2)

Dr. Scribner gave opening comments.

Mr. Carroll, made introductions and turned the presentation over to Sara Arispe.

5. REPORTS/PRESENTATIONS

A. I. M. Terrell Academy for STEM & VPA Update

Dr. Scribner gave introduction comments.

Mr. Brown, Principal of I. M. Terrell, and Cherie Washington gave the report.

6. PUBLIC COMMENT

Speakers:

Dr. Robert Rogers

Steven Poole

Alison Pita
Alejandra Briseno
Keisha White
Connie Clement
Cindy Lowman
Irma Mora
Rosa Alfaro
Gabriela Ruiz
Marisela Gallegos
Starla Edwards
Patricia Peoples
Anna McElhany
Cathy Roseberry
Erin Carmody
Don Mathis/UEA
Sabrina Ball
Teresa Timmons
Maria Arredondo

(Mrs. Needham arrived at 6:47 p.m.)

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

The meeting was recessed at 7:29 p.m. and reconvened at 7:40 p.m.

8. DISCUSSION OF AGENDA ITEMS

Mr. Robbins had questions regarding 9.A.1. and Kyle Davie responded.
Dr. Sutherland requested Items 9.A.2. and 9.F. be moved for separate vote.

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

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

1. Approve Region 11 Brightbytes Clarity for Schools and Telecommunication Network (RETN) Videoconferencing
2. Approve Purchase of Demographic Services to Analyze Data Necessary for Facilities Master Planning

Motion was made by Norman Robbins, seconded by Anael Luebanos, to approve Purchase of Demographic Services to Analyze Data Necessary for Facilities Master Planning.

The motion was approved.

Yes: Tobi Jackson, Anael Luebanos, Christene Moss, Judy Needham, Jacinto Ramos, Norman Robbins, and T.A. Sims.

No: Ann Sutherland.

- B. Approve Interlocal Agreement for City Provided After School Services at Leadership Academy at Como Elementary School for the 2017-2018 School Year
- C. Approve Interlocal Agreement for City Provided After School Services at Greenbriar Elementary School and DeZavala Elementary School for the 2017-2018 School Year
- D. Approve Interlocal Agreement Between the City of Fort Worth and FWISD for After School Services for the 2017-2018 School Year
- E. Approve Dean of Instruction Appraisers for the T-TESS Appraisal System
- F. Approval of Budget Amendment for the Period Ended September 30, 2017

Motion was made by T.A. Sims, seconded by Norman Robbins, to approve Budget Amendment for the Period Ended September 30, 2017.

The motion was approved.

Yes: Tobi Jackson, Anael Luebanos, Christene Moss, Judy Needham, Jacinto Ramos, Norman Robbins, and T.A. Sims.

No: Ann Sutherland.

- G. Approve and Ratify Correction to the Order Calling a Bond Election
- H. Approve Resolution and Order for Election Services
- I. Approve the 2013 Capital Improvement Program Budget Amendment Transferring Funds from Completed Projects to Program Contingency
- J. Approve Budget Amendment for Bid Package 013 (RFCSP 18-010) to Restore Unused Program Contingency in the 2013 Capital Improvement Program
- K. Approve Budget Amendment and Budget Increase for Bid Package 027 (RFCSP 17-002) in the 2013 Capital Improvement Program
- L. Approve Budget Amendment and Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 061 (RFCSP 18-014)

- M. Approve Reclassification of Expenditures for TEA 063, 119, 148 and 159 in the 2013 Capital Improvement Program
 - N. Approve Budget Increase for Bid Package 056 (RFCSP 17-065) in the 2013 Capital Improvement Program
10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
11. EXECUTIVE SESSION
- A. Seek the Advice of its Attorneys Concerning Pending or Contemplated Litigation or Other Matters that are Exempt from Public Disclosure Under Article X, Section 9 of the Texas State Bar Rules and as Authorized by Section 551.071 of the Texas Government Code.
 - B. Personnel Matters (Section 551.074)
 - C. Security Implementation (Section 551.076)
 - D. Real Property (Section 551.072)

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 8:13 p.m.

13. ACCEPT CONSENT AGENDA

Motion was made by T.A. Sims, seconded by Christene Moss, to approve CONSENT AGENDA WITH THE EXCEPTION OF AGENDA ITEMS 9.A.2 AND 9.F..

The motion was unanimously approved.

14. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda

Agenda items 9.A.2. and 9.F. were moved for separate vote.

15. ACTION AGENDA ITEMS

- A. Approve Proclamation Recognizing October 14, 2017 as Fort Worth BookFest Day

Motion was made by Judy Needham, seconded by T.A. Sims, to approve Proclamation Recognizing October 14, 2017 as Fort Worth BookFest Day.

The motion was unanimously approved.

Mrs. Reba Henry was present to accept the proclamation and made comments.

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

A. Jacinto Ramos, Jr. - CUBE Conference

Mr. Ramos announced a video would be shown regarding his recent trip to attend the National School Board Association of Council of Urban Boards of Education Conference.

Comments were made by other Board members.

17. ADJOURN

The meeting was adjourned at 8:44 p.m.

/s/ Faye Daniels
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on October 24, 2017.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on October 19, 2017, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on October 19, 2017 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING OCTOBER 24, 2017

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on October 19, 2017 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on October 19, 2017.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

The following Board Members were present:

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

Absent: Ann Sutherland

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
Kyle Davie, Chief Technology Officer
Karen Molinar, Chief of Elementary Schools
Sammy Monge, Chief of Policy & Planning
Cynthia Rincon, Chief of Human Capital Management

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

2. PLEDGES - Westcliff Elementary School

Principal Sara Gillespie introduced students leading in the pledges, and staff and parents were recognized.

3. RECOGNITIONS

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

Student greeters were from the Army JROTC unit from Dunbar High School.

B. Parent Recognition - South Hills High School

Clint Bond introduced these parents and they were given certificates of appreciation, provided by Family Engagement.

4. REPORTS/PRESENTATIONS

A. Read Fort Worth

Kristin Sullivan, Executive Director and Matt Rose, Chairman of Read Fort Worth made their presentation.

B. Citizens' Oversight Committee Presentation

Mr. Bert Williams addressed the Board regarding the committee's purpose. Also presenting were Molly Hyry and Bob Benda.

5. LONE STAR GOVERNANCE

A. Grade 3 Students Making Progress on Local Assessments (GPM 1.3)

Dr. Scribner introduced the presentation that was shared and turned the presentation over to Sara Arispe. Also presenting were Karen Molinar and Kechara Bradford.

President Jackson called a brief break before Public Comment.

6. PUBLIC COMMENT

Speakers: Keisha White Gabretta Guerin Scott Blanco Penni Askew Brittany Hatcher Kameron Hatcher Makala Deneffield

(Mrs. Needham left the meeting following public comment.)

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

The meeting was recessed at 7:24 p.m. and reconvened at 7:30 p.m.

8. DISCUSSION OF AGENDA ITEMS

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

A. Board of Education Meeting Minutes

1. September 26, 2017 - Regular Meeting

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

1. Approve the Purchase of 31 School Buses from the 2013 Capital Improvement Program
2. Approve to Negotiate and Enter into Contracts with Behavioral Health Providers

C. Approve the 2017-2018 Campus Educational Improvement Plans (CEIP)

D. Approve Improvement Required (IR) Campus 2017-2018 Targeted Improvement Plans

E. Approve Memorandum of Understanding Between Texas Christian University and Fort Worth ISD

F. Approve Memorandum of Understanding - Class Instructional Quality Initiative

G. Approval of the Application for the Waiver of the 2017-2018 Request for Maximum Class Size Exception

H. Approve the 2018-2019 Budget Development Calendar

- I. Approve Additional Appraisers for the T-TESS Appraisal System
 - J. Approve Budget Amendment and Furniture, Fixtures & Equipment Purchases for the 2013 Capital Improvement Program
 - K. Approve Budget Amendment and Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 028 (RFCSP 18-019)
 - L. Approve Budget Increase for Bid Package 043 in the 2013 Capital Improvement Program
 - M. Authorization for Superintendent, or Designee, to Qualify and Rank Qualified Firms and to Negotiate Terms and Conditions of a Contract to Provide Owner's Representative Services for the 2017 Capital Improvement Program
 - N. Approval of Minutes of the August 28, 2017 Citizens' Oversight Committee Meeting
10. LONE STAR GOVERNANCE QUARTER THREE SELF - EVALUATION
- Mr. Monge facilitated the Board's discussion regarding their self-evaluation.
11. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
12. EXECUTIVE SESSION
- A. Seek the Advice of its Attorneys Concerning Pending or Contemplated Litigation or Other Matters that are Exempt from Public Disclosure Under Article X, Section 9 of the Texas State Bar Rules and as Authorized by Section 551.071 of the Texas Government Code.
 - B. Personnel Matters (Section 551.074)
 - 1. Consider and Discuss Proposed Termination of Chapter 21 Contract for Umahmad Galambu
 - C. Security Implementation (Section 551.076)
 - D. Real Property (Section 551.072)
13. RECONVENE IN REGULAR SESSION - BOARD ROOM
14. ACCEPT CONSENT AGENDA

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

The motion was unanimously approved.

15. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

16. ACTION AGENDA ITEMS

A. Take Action on Proposed Termination of Chapter 21 Contract for Umahmad Galambu

There was no action taken on this item.

B. Approval of Resolution for National Principals Month

Motion was made by T.A. Sims, seconded by Anael Luebanos, to approve Resolution for National Principals Month.

The motion was unanimously approved.

C. Approval of Resolution in Support of Read Fort Worth

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve Resolution in Support of Read Fort Worth.

The motion was unanimously approved.

D. Approve Lone Star Governance Quarter Three Self-Evaluation

Motion was made by Christene Moss, seconded by Ashley Paz, to approve Lone Star Governance Quarter Three Self-Evaluation.

The motion was unanimously approved.

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

18. ADJOURN

The meeting was adjourned at 8:35 p.m.

/s/ Faye Daniels
Board of Education

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

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE MUSIC INSTRUMENT PURCHASES FROM THE 2013 CAPITAL IMPROVEMENT PROGRAM FOR ALL FWISD SECONDARY INSTRUMENTAL ORCHESTRA PROGRAMS

BACKGROUND:

Consistent with Board policy, per RFCSP #17-055, bids were requested to purchase musical instruments for secondary FWISD campuses for orchestra programs. Instrumental Music department conducted an additional survey of instrument needs from our faculty for their campus to accommodate their classroom. Instrumental Music determined the significant need to purchase additional instruments from the existing bids - to supplement current inventory to accommodate elevated student interest and student enrollment at most of our campuses. The requested purchase also reflects the need to improve quality and replace aging and/or unusable string instruments. The vendor has met specifications and are the lowest bid.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Music Instrument Purchases from the 2013 Capital Improvement Program for all FWISD Secondary Instrumental Orchestra Programs
2. Decline to Approve Music Instrument Purchases from the 2013 Capital Improvement Program for all FWISD Secondary Instrumental Orchestra Programs
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Music Instrument Purchases from the 2013 Capital Improvement Program for all FWISD Secondary Instrumental Orchestra Programs

FUNDING SOURCE

Additional Details

CIP

683-11-6397-081-XXX-11-000

COST:

\$195,879.00

VENDOR:

Dallas Strings

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-055

Number of Bid/Proposals received: 3

HUB Firms: 0

Compliant Bids: 3

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

Secondary FWISD Instrumental Music Programs for Orchestra - Attached List

RATIONALE:

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

INFORMATION SOURCE:

Charles Carroll
Christina Walk
Dick Clardy



Allen Texas
 469-675-0085
 www.DallasStrings.com

October 6, 2017

**Quote Prepared for: Dick Clarty
 Ft. Worth ISD – Good through December 31 2017**

item	Brand	Model	Cost	Number Needed	Total
Bass 1/2 size	Eastman	Beginner - Bella 80	\$ 1,458.00	2	\$ 2,916.00
Bass 1/2 size	Eastman	Intermediate - Bella 95	\$ 1,945.50	2	\$ 3,891.00
Bass 1/4 size	Eastman	Beginner - Bella 80	\$ 1,458.00	4	\$ 5,832.00
Bass 3/4 size	Shen	Advanced - SB200	\$ 3,500.00	4	\$ 14,000.00
Bass 3/4 size	Eastman	Beginner - Bella 80	\$ 1,458.00	1	\$ 1,458.00
Bass 3/4 size	Eastman	Intermediate - Bella 95	\$ 1,945.00	3	\$ 5,835.00
Bass 5/8 size	Shen	Intermediate - SB190	\$ 3,300.00	2	\$ 6,600.00
Cello 1/2 size	Eastman	Beginner - Bella 90	\$ 1,458.00	4	\$ 5,832.00
Cello 3/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	12	\$ 17,496.00
Cello 4/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	4	\$ 5,832.00
Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 2,386.00	15	\$ 35,790.00
Viola 15 inch	Eastman	Advanced - Pietro Lombardi	\$ 1,708.00	5	\$ 8,540.00
Viola 15 inch	Eastman	Intermediate - Jean Lupot	\$ 1,512.00	6	\$ 9,072.00
Viola 15.5 inch	Eastman	Advanced - Pietro Lombardi	\$ 1,708.00	4	\$ 6,832.00
Viola 15.5 inch	Eastman	Intermediate - Jean Lupot	\$ 1,512.00	1	\$ 1,512.00
Violin 4/4 size	Eastman	Advanced - Pietro Lombardi	\$ 1,415.00	15	\$ 21,225.00
Violin 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	37	\$ 43,216.00

Total	\$ 195,879.00
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School	Item	Brand	Model	Cost	Number Needed	Total	School Total
Arlington Heights	Violin 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	4	\$ 4,672.00	\$8,172.00
	Bass 3/4 size	Shen	Advanced - SB200	\$ 3,500.00	1	\$ 3,500.00	
Benbrook	Viola 15 inch	Eastman	Intermediate - Jean Lupot	\$ 1,512.00	3	\$ 4,536.00	\$9,160.00
	Viola 15 inch	Eastman	Advanced - Pietro Lombardi	\$ 1,708.00	1	\$ 1,708.00	
	Bass 1/4 size	Eastman	Beginner - Bella 80	\$ 1,458.00	2	\$ 2,916.00	
B #	Cello 3/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	1	\$ 1,458.00	\$5,302.00
	Cello 4/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	1	\$ 1,458.00	
	Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 2,386.00	1	\$ 2,386.00	
Daggett Montessori	Violin 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	2	\$ 2,336.00	\$4,722.00
	Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 2,386.00	1	\$ 2,386.00	
	Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 2,386.00	3	\$ 7,158.00	
Diamond Hill-Jarvis	Violin 4/4 size	Eastman	Advanced - Pietro Lombardi	\$ 1,708.00	2	\$ 3,416.00	\$7,158.00
	Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 2,386.00	2	\$ 4,772.00	
	Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	5	\$ 5,840.00	
Eastern Hills Orchestra	Violin 4/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	3	\$ 4,374.00	\$4,374.00
	Violin 15 inch	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	2	\$ 2,336.00	
	Cello 4/4 size	Eastman	Advanced - Pietro Lombardi	\$ 1,415.00	3	\$ 4,245.00	
Elder Mariachi	Violin 4/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	1	\$ 1,458.00	\$5,840.00
	Cello 3/4 size	Eastman	Beginner - Bella 80	\$ 1,458.00	1	\$ 1,458.00	
	Cello 4/4 size	Eastman	Beginner - Bella 80	\$ 1,458.00	1	\$ 1,458.00	
Glencrest 6	Violin 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	1	\$ 1,168.00	\$9,927.00
	Cello 3/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,512.00	1	\$ 1,512.00	
	Cello 4/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	1	\$ 1,458.00	
Handley	Violin 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	1	\$ 1,168.00	\$9,927.00
	Violin 4/4 size	Eastman	Advanced - Pietro Lombardi	\$ 1,415.00	3	\$ 4,245.00	
	Cello 4/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	1	\$ 1,458.00	
James	Bass 1/4 size	Eastman	Beginner - Bella 80	\$ 1,458.00	1	\$ 1,458.00	\$9,927.00
	Violin 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	1	\$ 1,168.00	
	Viola 15 inch	Eastman	Intermediate - Jean Lupot	\$ 1,512.00	1	\$ 1,512.00	
	Cello 3/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	1	\$ 1,458.00	

	Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 2,386.00	1	\$ 2,386.00	
	Bass 3/4 size	Eastman	Beginner - Bella 80	\$ 1,458.00	1	\$ 1,458.00	
	Bass 3/4 size	Eastman	Intermediate - Bella 95	\$ 1,945.00	1	\$ 1,945.00	\$8,176.00
Kirkpatrick 23 Beg							
	Violin 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	7	\$ 8,176.00	\$8,222.00
McLean							
	Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 2,386.00	1	\$ 2,386.00	
	Bass 1/2 size	Eastman	Intermediate - Bella 95	\$ 1,945.50	2	\$ 3,891.00	
	Bass 3/4 size	Eastman	Intermediate - Bella 95	\$ 1,945.00	1	\$ 1,945.00	\$5,832.00
McClung							
	Cello 3/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	2	\$ 2,916.00	
	Cello 4/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	2	\$ 2,916.00	\$8,748.00
Meacham							
	Cello 1/2 size	Eastman	Beginner - Bella 90	\$ 1,458.00	2	\$ 2,916.00	
	Cello 3/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	2	\$ 2,916.00	
	Bass 1/2 size	Eastman	Beginner - Bella 95	\$ 1,458.00	2	\$ 2,916.00	\$7,452.00
Monnig							
	Viola 15 inch	Eastman	Intermediate - Jean Lupot	\$ 1,512.00	2	\$ 3,024.00	
	Viola 15.5 inch	Eastman	Intermediate - Jean Lupot	\$ 1,512.00	1	\$ 1,512.00	
	Cello 3/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	2	\$ 2,916.00	\$7,000.00
Northside Orchestra							
	Bass 3/4 size	Shen	Advanced - SB200	\$ 3,500.00	2	\$ 7,000.00	\$12,915.00
Northside Mariachi							
	Violin 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	5	\$ 5,840.00	
	Violin 4/4 size	Eastman	Advanced - Pietro Lombardi	\$ 1,415.00	5	\$ 7,075.00	\$11,755.00
Paschal Orchestra							
	Violin 4/4 size	Eastman	Advanced - Pietro Lombardi	\$ 1,415.00	3	\$ 4,245.00	
	Viola 15.5 inch	Eastman	Advanced - Pietro Lombardi	\$ 1,708.00	3	\$ 5,124.00	
	Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 2,386.00	1	\$ 2,386.00	\$10,574.00
South Hills							
	Viola 15 inch	Eastman	Advanced - Pietro Lombardi	\$ 1,708.00	2	\$ 3,416.00	
	Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 2,386.00	3	\$ 7,158.00	\$7,749.00
Southwest							
	Violin 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	3	\$ 3,504.00	

	Violin 4/4 size	Eastman	Advanced - Pietro Lombardi	\$ 1,415.00	3	\$ 4,245.00	
Stripling							\$8,308.00
	Viola 15.5 inch	Eastman	Advanced - Pietro Lombardi	\$ 1,708.00	1	\$ 1,708.00	
	Bass 5/8 size	Shen	Intermediate - SB190	\$ 3,300.00	2	\$ 6,600.00	
Trimble Tech							\$7,595.00
	Violin 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	2	\$ 2,336.00	
	Violin 4/4 size	Eastman	Advanced - Pietro Lombardi	\$ 1,415.00	1	\$ 1,415.00	
	Cello 3/4 size	Eastman	Beginner - Bella 90	\$ 1,458.00	1	\$ 1,458.00	
	Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 2,386.00	1	\$ 2,386.00	
Wedgwood 6th							\$2,916.00
	Cello 1/2 size	Eastman	Beginner - Bella 90	\$ 1,458.00	2	\$ 2,916.00	
Wedgwood							\$8,466.00
	Violin 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 1,168.00	6	\$ 7,008.00	
	Bass 1/4 size	Eastman	Beginner - Bella 80	\$ 1,458.00	1	\$ 1,458.00	
Wyatt							\$7,831.00
	Cello 4/4 size	Eastman	Intermediate - Jean Lupot	\$ 2,386.00	1	\$ 2,386.00	
	Bass 3/4 size	Eastman	Intermediate - Bella 95	\$ 1,945.00	1	\$ 1,945.00	
	Bass 3/4 size	Shen	Advanced - SB200	\$ 3,500.00	1	\$ 3,500.00	

\$195,879.00

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE UNIFORM RENTAL PROGRAM FOR FLEET OPERATIONS

BACKGROUND:

Fleet Operations is responsible for the maintenance and repair of all District owned and operated school buses, vehicles, trailers and small equipment. The District provides full uniforms for fleet operations employees. The uniform rental program is a full-service program, which includes laundering and repair of the uniforms. The selected vendor is Cintas Corporation, through the U.S. Communities Interlocal Agreement #12-JLH-011C. The total expense for the agreement will not exceed \$85,000.00. The actual cost will be based on the number of employees per week over 36 months.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Uniform Rental Program for Fleet Operations
2. Decline to Approve Uniform Rental Program for Fleet Operations
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Uniform Rental Program for Fleet Operations

FUNDING SOURCE

Additional Details

General Fund

199-34-6267-001-999-99-437-000000

COST:

\$85,000.00 (not to exceed)

VENDOR:

Cintas Corporation

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the U. S. Communities Contract No. 12-JLH-011C. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fleet Operations

RATIONALE:

Continuing to Provide Uniforms for Fleet Operations Ensures these Employees are Easily Recognizable as Fleet Personnel, as Well as to Relieve the Employees from Incurring Costs from Ruined or Stained Clothing that Occurs in their Line of Work.

INFORMATION SOURCE:

Art Cavazos
Carl Alfred

ADDENDUM A

<u>Item</u>	<u>Description</u>	<u>Rental Price</u>
935	65/35 Comfort Shirt	0.186
381	Carhartt Jean	0.477
945	65/35 Comfort Pant	0.213
270	65/35 Cargo Pant	0.332
677	Perma Lined Jkt	0.443
S9925	Lab Coat	0.249
294	FR Carhartt Shirt	0.39
374	Executive Shirt	0.259
2160	Red Shop Towel	0.062
7432	Microfiber Towel	0.156
2161	White Shop Towel	0.134
2191	Fender Cover	1.08
273	WOW Shirt	0.285

Customer Signature: 

Customer Title: Operations Business Mgr.

Date: 09/27/17

BE READY™ with more from CINTAS

PRICING AND SERVICE SUMMARY

ITEM #	ITEM NAME	NUMBER OF PIECES	UNIT PRICE
00935	COMFORT SHIRT	385	\$0.210
00381	CARHARTT 5 PKT JN	93	\$0.340
00945	COMFORT PANT	170	\$0.240
00270	CARGO PANT	100	\$0.270
00677	PERMA LINED JKT	70	\$0.501
00002	UNIFORM ADVANTAGE	818	\$0.080
00014	EMBLEM ADVANTAGE	455	\$0.060
07074	PREP ADVANTAGE	818	\$0.050
02160	SM SHOP TWL-RED	1650	\$0.115
02191	FENDER COVER	24	\$1.020
2160	AUTO LR SHOP TOWELS	99	\$0.850
	Service Charge	1	\$0.000

Comments:

THE 3 MONTH TOTAL FOR FLEET OPERATIONS WILL BE 58,158.28

GRAND TOTAL WEEKLY COST: 627.56

Daniel Lenihan | 8179994045 | LenihanD@cintas.com | cintas.com



Item Number	Item Name	Number of Pieces	Inter-local pricing	Number
00935	Comfort Shirt	385	\$ 0.186	\$ 71.61
00381	Carhartt 5 PKT JN	93	\$ 0.477	\$ 44.36
00945	Comfort Pant	170	\$ 0.213	\$ 36.21
00270	Cargo Pant	100	\$ 0.332	\$ 33.20
00677	Perma Lined JKT	70	\$ 0.443	\$ 31.01
00002	Uniform Advantage	818	\$ 0.080	\$ 65.44
00014	Emblem Advantage	455	\$ 0.060	\$ 27.30
07074	Prep Advantage	818	\$ 0.050	\$ 40.90
02160	Sm Shop TWL-Red	1650	\$ 0.062	\$ 102.30
02191	Fender Cover	24	\$ 1.080	\$ 25.92
2160	Auto LR Shop Towels	99	\$ 0.650	\$ 64.35
				\$ 542.60

\$ 2,351.27 estimated cost /month

\$ 84,645.76 estimated cost for 36 months

[PRODUCTS & SOLUTIONS](#) [CONTRACT DOCUMENTS](#) [SHOP](#)

Cintas Contract

[Home](#) [Cintas Contract](#)

Facilities Solutions

Lead Agency:

Harford County Public Schools, Maryland

Contract Number:

12-JLH-011C

3 year initial term, April 1, 2012 to March 31, 2015

Contract has been extended through March 31, 2019



Contract Updates

Harford County Public Schools Contact Information added on August 8, 2017

Contract Documents:

- [HCPS Master Agreement](#)
- [Cintas Renewal](#)
- [Contract Amendment](#)
- [Harford County Public Schools Contact Information](#)

RFP Documents:

- [12_JLH_011C HARFORD PUBLIC SCHOOLS RFP](#)
- [Addendum 1](#)
- [RFP Posting](#)

Solutions

BY SUPPLIER [show all ->](#)

BY CATEGORY

- [Facilities](#)
- [Office & School](#)
- [Specialty](#)
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- [News & Events](#)
- [Resources](#)
- [Contact Us](#)
- [Shop](#)
- [Education Purchasing](#)
- [Government Purchasing](#)
- [Nonprofit](#)
- [Go Green Program](#)

Postings

Number of suppliers who responded to RFP: 2

Posting Information	Date Posted
U.S. Communities Current Solicitations	January 12, 2011 - February 16, 2012
Canadian MERX Public Tenders	January 12, 2011 - February 16, 2012
Onvia Demand Star	January 12, 2011 - February 16, 2012
State of Maryland	January 12, 2011 - February 16, 2012
Association of Oregon Counties	January 12, 2011 - February 16, 2012

U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

Getting Started

- Program Overview
- How It Works
- FAQs

Why Use U.S. Communities

- What Makes Us Different
- Webinars & Events
- Supplier Commitments

Discounts on Brands

- Products & Suppliers
- Online Marketplace
- Solicitations

Over 55,000 agencies trust U.S.

- Who Uses U.S. Communities?
- Cooperative Structure
- State Statutes

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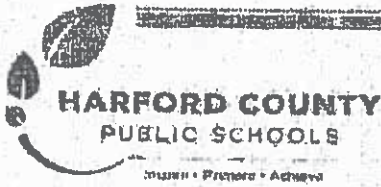
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Barbara P. Casavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300; www.hcps.org - fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

CONTRACT #12-JLH-011C RENEWAL
April 1, 2017 – March 31, 2019

This contract renewal is made and entered into this 23rd day of March, 2016, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Cintas, of 6800 Cintas Boulevard, Cincinnati, Ohio (hereafter referred to as Contractor).

WHEREAS, Owner and the Contractor have entered into an Agreement dated April 1, 2012 (hereafter referred to as the Contract), for the Contractor to furnish rental of uniforms and related facility solutions in accordance with RFP #12-JLH-011.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

THEREFORE, for and in consideration of the mutual promises to each other, the parties do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to exercise its option to renew this contract for two (2) years for the time period from April 1, 2017 through March 31, 2019.
2. Current pricing structures, all other terms, conditions and provisions of the Contract remain in effect unless revised by formal Contract Amendment.

This is the last renewal option available for this contract.

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement in duplicate originals, one of which is retained by each party the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 3/28/16

CINTAS

By: [Signature]
Signature

Name: Chris Jackson

Title: Global Account Manager

Date: 3/25/16



**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE PURCHASE OF AN ONLINE REGISTRATION SYSTEM

BACKGROUND:

PowerSchool Registration is a robust, customizable, online system for student registration with built-in workflow for streamlining the District’s registration process. The platform will provide the District and families a convenient, fast, and accurate online registration experience.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of an Online Registration System
2. Decline to Approve Purchase of an Online Registration System
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Online Registration System

FUNDING SOURCE

Additional Details

General Fund	199-53-6399-814-999-99-423-000000	\$102,850.42
	199-53-6299-814-999-99-423-000000	\$ 45,460.67

COST:

\$148,311.09

VENDOR:

InfoSnap/PowerSchool Group, LLC

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Cooperative Purchasing Network Contract #R150406. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

Approval of the online registration system will provide District families a user-friendly, online registration system with an e-signature tool to ensure effective and efficient student registration process in the District.

INFORMATION SOURCE:

Kyle Davie
Charles Carroll
Karen Molinar
Cherie Washington
Barbara Griffith
Robert Mendez
Lisa Durbin



PowerSchool

PowerSchool Group LLC
 150 Parkshore Dr, Folsom, CA 95630
 Quote #: Q-63027-2
 Quote Expiration Date: 11/23/2017

Prepared By: Daniel Tutt
Customer Name: Fort Worth Independent School District
Enrollment: 86,053
of Schools: 146.00
Contract Term: 36 Months
Start Date: 11/1/2017
End Date: 10/31/2020

Customer Contact: Lisa Durbin
Title: Director - Customer Experience
Address: 100 N University Dr
City: Fort Worth
State/Province: Texas
Zip Code: 76107-1360
Phone #: (817) 814-3043

Product Description	Quantity	Unit	Unit Price	Extended Price
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License and Subscription Fees

Registration Add-On - Additional Language Annual Fee	1.00	Each	USD 1,000.00	USD 1,000.00
PowerSchool School Locator Annual Fee	5,000.00	User	USD 0.75	USD 3,750.00
PowerSchool Registration Signature Annual Fee	86,053.00	Students	USD 1.14	USD 98,100.42

License and Subscription Totals: USD 102,850.42

Professional Services and Setup Fees

Registration Add-On - Additional Language Setup	1.00	Each	USD 0.00	USD 0.00
Registration Add-On - School Locator Setup Fee	1.00	Each	USD 2,400.00	USD 2,400.00
PowerSchool Registration Signature Set-Up Fee	86,053.00	Students	USD 0.39	USD 33,560.67

Professional Services and Setup Fee Totals: USD 35,960.67

Training Services

Registration Training Onsite	4.00	Day	USD 2,000.00	USD 8,000.00
Registration Training Remote	1.00	Day	USD 1,500.00	USD 1,500.00

Training Services Total: USD 9,500.00

Quote Total

Total Discount:	USD 65,400.28
Year One Total:	USD 148,311.09

Annual Ongoing Fees

Registration Add-On - Additional Language Annual Fee	1.00	Each	USD 1,000.00	USD 1,000.00
PowerSchool School Locator Annual Fee	5,000.00	User	USD 0.75	USD 3,750.00
PowerSchool Registration Signature Annual Fee	86,053.00	Students	USD 1.14	USD 98,100.42

Annual Ongoing Fees Total: USD 102,850.42

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Annual Ongoing Fees' amount uplifted by 3.0% in each following year.

The Prices stated above have been developed and quoted in accordance with our membership agreement with The Cooperative Purchasing Network (TCPN) and The Interlocal Purchasing System (TIPS).

On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid within thirty (30) days of the date of invoice

This Quote is subject to and incorporates the terms and conditions for the applicable product(s) located at: <https://www.powerschool.com/product-specifications/>

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this signed Quote and the applicable PowerSchool Licensed Product and Services Agreement.

This quote is subject to and incorporates the terms and conditions of the PowerSchool Licensed Product and Services Agreement found at <https://www.powerschool.com/customer-contract-terms-and-conditions-us-6-2-17/>



VENDOR WEBSITE

Show menu

Contract: R150406 - Software and Related Products and Services

Jun 1, 2015 to May 31, 2018

Master Agreement Documents

- Official Signed Contract
- Change in Ownership - PowerSchool Group LLC
- Award Letter
- Award Documents (Board Recommendation, Approval, and Multi-Award Justification)

Response Evaluation

- Response Evaluation Summary
- AZ Compliance Questionnaire

Solicitation Process

- Determination for RFP
- Original RFP Document
- Proof of Publication
- RFP Request List
- RFP Receipt List and Time Stamped Responses
- RFP Opening Sign-In Sheet

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

**TOPIC: APPROVE ARCHITECTURAL SERVICES FOR GENERAL FACILITY
MAINTENANCE PROJECTS**

BACKGROUND:

Architectural services are needed to assist the District’s facility maintenance department on small to medium size projects. These firms are necessary for the maintenance of district facilities and will be contracted with on an “as-needed” basis. This Request for Qualifications is for a five year period. Staff recommends qualifying all firms.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Architectural Services for General Facility Maintenance Projects
2. Decline to Approve Architectural Services for General Facility Maintenance Projects
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Architectural Services for General Facility Maintenance Projects

FUNDING SOURCE

Additional Details

General Fund

199-51-6219-001-XXX-99-XXX-000000

COST:

\$550,000 (Not to exceed annually)

VENDOR:

Brown Reynolds Watford
Corgan
Fender Andrade Architects
Franz Architects
Glenn Partners
Hahnfeld Hoffer Stanford
Halback Dietz

Harrison Kornberg
Huckabee
Parkhill, Smith & Cooper
PBK Architects
RPGA Design Group
WRA Architects

PURCHASING MECHANISM

Bid/RFP/RFQ

Proposal Statistics

Number: 18-001

Number of Proposals received: 13

HUB Firms: 9

Compliant proposals: 13

In accordance with Texas Government Code §2254.004 Contracts For Professional Services of Architect, Engineer, or Surveyor, staff recommends that the Board approve the firms identified as qualified providers of those services on the basis of demonstrated competence and qualifications; and grant to the Evaluation Committee the authority to negotiate and award a contract at a fair and reasonable price.

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

Maintenance Department

RATIONALE:

These firms are necessary for the maintenance of district facilities.

INFORMATION SOURCE:

Arturo Cavazos
Gil Grffith

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVAL TO INCREASE PROCUREMENT CARD (P-CARD) TRANSACTION LIMIT FROM \$2,000 TO \$5,000 FOR DISTRICT OPERATIONS FOREMEN, ASSISTANT FOREMEN, AREA DIRECTORS, CUSTODIAL SUPERVISORS AND FLEET SERVICES WAREHOUSE PERSONNEL

BACKGROUND:

On August 11, 2015, the Board approved the request from District Operations to allow area directors, custodial supervisors and fleet services warehouse personnel to use P-Cards to purchase shop supplies with the same transaction limits of \$2,000 previously approved for foremen and assistant foremen. This expansion of the program has proven to be an effective and efficient purchasing tool. The vendors receive payment when the sale is made and the District receives a rebate when the card is used for purchases. The program is well-managed, offers purchasing controls and is less expensive to use than the traditional purchase order system. Some larger District projects exceed the \$2,000 P-Card limit presently in use. For this reason, District Operations requests an increase in the transaction limit to \$5,000 for District Operations foremen, assistant foremen, area directors, custodial supervisors and fleet services warehouse personnel.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Increase Procurement Card (P-Card) Transaction Limit from \$2,000 TO \$5,000 for District Operations Foremen, Assistant Foremen, Area Directors, Custodial Supervisors and Fleet Services Warehouse Personnel.
2. Decline to Approve Increase Procurement Card (P-Card) Transaction Limit from \$2,000 to \$5,000 for District Operations Foremen, Assistant Foremen, Area Directors, Custodial Supervisors and Fleet Services Warehouse Personnel.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Increase Procurement Card (P-Card) Transaction Limit from \$2,000 TO \$5,000 for District Operations Foremen, Assistant Foremen, Area Directors, Custodial Supervisors and Fleet Services Warehouse Personnel.

FUNDING SOURCE

Additional Details

No Cost

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District Operations

RATIONALE:

Increasing the transaction spending limit on the P-Cards used by District Operations for purchases will allow for a more effective and efficient use of the well-managed purchasing mechanism already in place.

INFORMATION SOURCE:

Art Cavazos
Carl Alfred

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

**TOPIC: APPROVE GEORGE W. BUSH INSTITUTE PRINCIPAL TALENT
MANAGEMENT COHORT MEMORANDUM OF UNDERSTANDING
AND DATA SHARING AGREEMENT**

BACKGROUND:

The George W. Bush Institute seeks to engage Fort Worth ISD as a member of the Principal Talent Management Cohort. This cohort is a three-year commitment, beginning Fall 2017 – Fall 2020. The intent of the cohort is for districts to improve their ability to prepare, select, support, and retain high quality principals and improve their ability to implement new initiatives successfully using content and expertise from the Bush Institute’s Principal Talent Management Framework and Effective Implementation Framework.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve George W. Bush Institute Principal Talent Management Cohort Memorandum of Understanding and Date Sharing Agreement
2. Approve George W. Bush Institute Principal Talent Management Cohort Memorandum of Understanding and Date Sharing Agreement
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve George W. Bush Institute Principal Talent Management Cohort Memorandum of Understanding and Date Sharing Agreement

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

Elementary and Secondary School Leadership Departments

RATIONALE:

The purpose of this MOU is to document and describe the program requirements including participation in research and evaluation, to promote security and privacy safeguards for the Fort Worth ISD's data, and to provide the information necessary to successfully manage and maintain the described relationship.

INFORMATION SOURCE:

Karen Molinar



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Principal Talent Management Cohort

Memorandum of Understanding

Overview

This is a Memorandum of Understanding (MOU) between *the George W. Bush Institute* (the Institute) and *Fort Worth ISD* (District). The purpose of this MOU is to document and describe the program requirements including participation in research and evaluation, to promote security and privacy safeguards for the Fort Worth ISD's data, and to provide the information necessary to successfully manage and maintain the described relationship.

Summary

The George W. Bush Institute seeks to engage Fort Worth ISD as a member of the Principal Talent Management Cohort. This cohort is a three year commitment, beginning Fall 2017 – Fall 2020. The intent of the cohort is for districts to improve their ability to prepare, select, support, and retain high quality principals and improve their ability to implement new initiatives successfully using content and expertise from the Bush Institute's Principal Talent Management Framework and Effective Implementation Framework.

As a part of this work, the Bush Institute will continually evaluate the implementation efforts of districts and of the cohort programming. In addition, a research agenda will be developed, and data collected from the districts will be used in the research analysis. More information will be provided upon development of the final research questions.

This agreement will commence on the Effective Date and continue until May 31, 2023, or until terminated in writing by one or both parties to this agreement. Fort Worth ISD and the Bush Institute agree there is no restriction or obligation that could affect its performance of its obligations under this agreement. Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement. Neither party's execution, delivery, and performance of this agreement and the other documents to which it is a party, and the consummation of the transactions contemplated in this agreement, do or will result in its violation or breach of any applicable Law or Order, or conflict with, result in a violation or breach of, constitute a default under, or result in the acceleration of any material contract.

Roles and Responsibilities

George W. Bush Institute aims to provide ongoing project support through:

- Ongoing development of the district's capacity, systems, and performance with respect to both principal talent management aligned to local needs, goals, context and effective implementation to ensure concrete and lasting change in complex environments, including improvements in talent management;



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- Access to a wide range of research-based services—including resources, tools, coaching, and peer support delivered by leading experts in talent management and effective implementation;
- Planning, execution, monitoring, and improvement support focused on each district's specific needs and strengths;
- Recognition as a participant in the Bush Institute's efforts to further the field's understanding of how to select and retain high quality principals;
- Membership in the district cohort of peers working to improve principal talent management and implementation; and
- Reasonable financial support for travel and related costs;
- The Bush Institute commits to the data agreement provided as part of this MOU and acknowledges that the data requested is not personally identifiable data. The Bush Institute and any third party vendors (including approved contractors and consultants) shall implement and maintain appropriate safeguards necessary to ensure the confidentiality, availability, and integrity of provided data. This includes maintaining adequate physical controls and password protections for any server or system on which the data is stored; ensuring that the Data is not stored on any mobile device or transmitted electronically unless encrypted; and taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this agreement. The Bush Institute will use or disclose the Data only in furtherance of the projector as required by law;
- The Bush Institute may disclose the Data only to the extent necessary and to its officers, directors, employees, consultants, and representatives with a legitimate interest in the Data;
- The Bush Institute will also solicit feedback from districts on any specific analysis plans using relevant district data and provide relevant research and evaluation updates via email, by phone, and in person;
- In addition, the Bush Institute will provide assurance that data collected during the research and evaluation will go through an Institutional Review Board.

Fort Worth ISD will provide the George W. Bush Institute with data and support through a Technical Assistance Manager related to principal talent management and effective implementation. The district understands and agrees to the following expectations:

- Provide commitment, by the appropriate senior leaders, to engage meaningfully in the cohort;
- Agree to return an executed Data Sharing Agreement at a mutually agreed upon date;
- Agree to collect and provide the Bush Institute with identifiable qualitative and quantitative data related to principal talent management and effective implementation as described within the Data Sharing Agreement;
- District grants to the Bush Institute an unlimited, non-exclusive, non-transferable, and irrevocable license to access, copy and use the findings of the Principal Talent Management Cohort study, and data collected from surveys, interviews, and observations conducted by the Bush Institute, so long as that Data and those findings do not contain any PII;



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- Shall respond to data requests in an expedient manner and in a preferred format such as csv or Excel, and/or participate in requested interviews, surveys, and focus groups;
- Regular assessments of the districts talent management systems and effective implementation capacity, jointly conducted by the district leaders and initiative’s experts;
- Periodic goal setting and activity prioritizations;
- Taking advantage of ongoing access to and regular trainings regarding best-in-class tools, policies, systems and proven approaches;
- Active participation in a professional learning community comprised of other member districts, the Bush Institute and selected experts;
- Attendance at a maximum four in- person convenings annually by 5-7 representatives from the district.

Approval

The following persons (or their designees) agree that it will be used as the formal MOU for the provision of the Principal Talent Management Cohort. Official copies of this MOU will be maintained at The George W. Bush Institute.

The George W. Bush Institute Representative	District Representative
Name:	Name: Dr. Kent Paredes Scribner
Title:	Title: Fort Worth ISD Superintendent
Signature:	Signature:
Date:	Date:



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School Leadership District Cohort

Data Sharing Agreement

Fort Worth ISD (District) agrees to provide **the George W. Bush Institute** (Bush Institute) with individual level data upon request for the purpose of the **Bush Institute's School Leadership District Cohort**. The Bush Institute will provide training, resources, coaching, and advisement on evidence-based Principal Talent Management (PTM) and Effective Implementation (EI) strategies. The Bush Institute will work with districts to gather as much data as possible. This will help the Bush Institute and the District to prioritize their needs and will incorporate a planning process designed to help identify which component(s) of the PTM and EI Frameworks to focus on first. Then, over the course of three years, districts will participate in quarterly in-person convenings consisting of expert training and opportunities for peer collaboration, as well as coaching within each district. The Bush Institute will continue to collect data from districts in order to evaluate the District Cohort work, as well as conduct research on PTM, EI, and other interventions put in place in the District. Results of this work will be published broadly to further inform the field, but the Bush Institute may only publish and use the data with no Personally Identifiable Information (PII). The terms of this agreement are in effect unless terminated in writing by one or both parties. The Bush institute will destroy or return all data files and



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hard copy records to the District that contain any PII, if it has not already done so, and purge any copies of such data from its computer system, databases, and/or computer platforms immediately upon termination of this agreement.

Data requested will cover the three years prior to joining the cohort, 2014-2017, data during the cohort 2017 -2020, and two years following the cohort, 2020-2022. The following data will be provided during the term of this agreement by the District upon request from the Bush Institute for the **District, Principals, Teachers and Students:**

1. District Level Data-- Current Data

- District’s strategic plan
- Preparation program application (if applicable)
- Preparation program’s scope and sequence or program overview (if applicable)
- Leadership data tracking system: Access to the system or screenshots that show what data is tracked with respect to:
 - a. Preparation program graduates
 - b. Principal candidates/applicants
- Principal application & selection materials
- Succession plan for school leadership, if applicable.
- Principal performance evaluation tools, including process description.
- Any other overview or planning documents directly related to principal hiring, development, or retention
- Survey, interviews, and observations to be conducted by the Bush Institute, with District permission/approval on the date, time, content, and manner of said surveys, interviews, and observations.

2. Principal Level Data

- Non-personally identifiable Principal ID #
- Gender
- Race



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- Salary
- Individual background information including but not limited to:
 - Education, including highest degree earned
 - Certifications, professional preparation, licensure exam taken and scores
 - Previous teaching and principal experience, within and out of current districts
 - Grade level(s) assigned
- Principal evaluation rating per year or period
- Principal retention rates and, to the extent possible, information regarding where principals go when they leave their position
- Average tenure of current principals (in the principal position, whether they have worked at one or more schools in the district as a principal)
- Average number of total principal candidates per job opening
 - Average ratio of internal versus external candidates
 - Average number of qualified principal candidates per job opening for the past three years (please use your district's minimum threshold for "qualified")
- Education and work experience for principal candidates
- In-service professional learning records
- Any climate surveys administered by the district and taken by principals
- Survey, interviews, and observations to be conducted by the Bush Institute, with District permission/approval on the date, time, content, and manner of said surveys, interviews, and observations.

3. Teacher Level Data

- Districtwide teacher evaluation data in the aggregate, tied to school
- Teacher absenteeism rates
- Any climate surveys administered by the district and taken by teachers
- Survey, interviews, and observations to be conducted by the Bush Institute, with District permission/approval on the date, time, content, and manner of said surveys, interviews, and observations.

4. Student Level Data

- Non-personally identifiable Student ID #
- Student demographic data including: gender, race, status as English



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Language Learner, status as Special Education student, Free and Reduced Lunch Status

- Schools attended/attending
- Student absenteeism rates
- Student assessment scores for grades PK-12 (state and district measures; school measures as available), particularly in math and reading
- Average grades/GPA's
- Student promotion rates
- Graduation rates
- Student SAT/ACT or other placement test results (including AP test results)
- Any other college/career readiness indicator available (e.g., college placement rates)

Data will be provided in an encrypted, password protected electronic format by the District or their designated third party information management service. These data will be used for the purpose of the Bush Institute's School Leadership District Cohort, including evaluation of the work and publishing research, and for no other purpose. The Bush Institute also agrees to store the data in an encrypted format to prevent unauthorized access. The Bush Institute may share data with the Bush Institute's partners so long as: (1) the Bush Institute's partners have agreed to keep such information confidential; (2) the Bush Institute's partners have executed a written confidentiality agreement with the Bush Institute agreeing not to share or disseminate such information provided by the Bush Institute; and (3) the Bush Institute's partners are disclosed to and approved by the District.

The Bush Institute commits to ensuring the following standards and protections for data provided by participating districts:



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- All data provided by participating districts will be securely transferred to the Bush Institute via a Secure File Transfer Protocol (SFTP) site, which allows districts and the Bush Institute to upload and download data files in a protected environment. As needed, individual login credentials to the SFTP site will be assigned. The Bush Institute requests districts anonymize any individualized data before transfer via the SFTP site.
- Data will be stored, processed, and analyzed using secure platforms, including Qualtrics, MySQL, and Tableau. Qualtrics and Tableau meet the highest industry standards for data security, including secure servers and encryption. The MySQL database used for this project sits on a physically and electronically secure private server (according to industry standards) overseen by the Bush Institute and its partners.
- A limited number of authorized individuals from the Bush Institute and its partners will have unique login credentials to access, download, and analyze data via Qualtrics, MySQL, and Tableau. Each of these individuals has or will have signed confidentiality and non-disclosure agreements regarding all cohort data prior to accessing that data via Qualtrics, MySQL, or Tableau. Permissions for login credentials will be customized as needed to appropriately limit data access. Laptops or computers used to access the data will be encrypted to ensure additional privacy and protection. Any third-party researchers (other than the Bush Institute and its consultants / contractors) will be asked to obtain data from the original owner of the data (i.e., a participating district).
- The above standards and protections conform to data privacy guidelines established by the United States Department of Education. These guidelines derive primarily from the Family Educational Rights and Privacy Act (FERPA), which protects the confidentiality of PII from student education records. Per these requirements, the Bush Institute and its partners agree to not disclose any participants PII without the consent of parents or eligible students, or according to official exceptions outlined by FERPA (note that the ‘studies exception’ permits the disclosure of PII to third parties conducting studies for or on behalf of educational agencies or institutions). The Bush Institute and its partners also commit to destroying PII from any and all data files provided by districts upon receipt. The Bush Institute and its partners likewise commit to not disclose other sensitive, non-student (e.g., teacher or principal) PII without written consent from participating districts.



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The Bush Institute assures that in all reports, electronic or otherwise, derived from information made available under this agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. Any unauthorized disclosure of confidential information is a violation of the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur. While in possession of these data, the Bush Institute shall permit only employees and authorized consultants/contractors to have access to the data.

Approval

The following persons (or their designees) agree that it will be used as the formal Data sharing provision of the Principal Talent Management Cohort. Official copies of this Data Sharing Agreement will be maintained at The George W. Bush Institute.

The George W. Bush Institute Representative	District Representative
Name:	Name: Dr. Kent Paredes Scribner
Title:	Title: Fort Worth ISD Superintendent
Signature:	Signature:
Date:	Date:

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

**TOPIC: APPROVE THE QUARTERLY INVESTMENT REPORT FOR THE
PERIOD: JULY 1, 2017 - SEPTEMBER 30, 2017**

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period July 1, 2017 – September 30, 2017, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period July 1, 2017 – September 30, 2017, totaled \$1,319,967.94. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve The Quarterly Investment Report For The Period: July 1, 2017 – September 30, 2017.
2. Decline to Approve The Quarterly Investment Report For The Period: July 1, 2017 – September 30, 2017.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve The Quarterly Investment Report For The Period: July 1, 2017 – September 30, 2017.

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

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

None

RATIONALE:

Review and approval of the District's Quarterly Investment Report is required pursuant to Policy CDA (LEGAL).

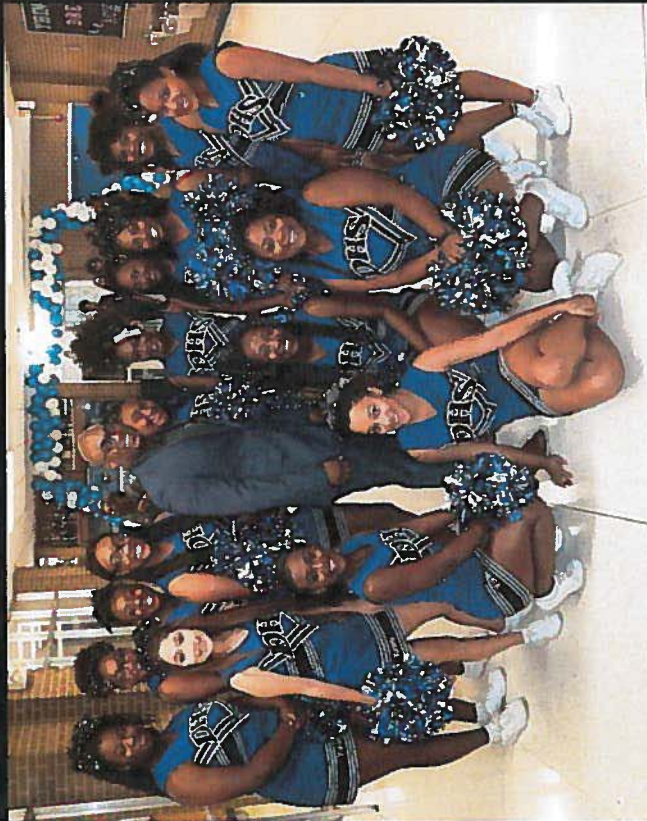
INFORMATION SOURCE:

Elsie Schiro
Lori Boswell
Michele Beck
Tonya Wright

Fort Worth Independent School District

Quarterly Investment Report

July 1, 2017 – September 30, 2017



Dunbar High School Pyramid

Ms. Elsie I. Schiro

Chief Financial Officer

Ms. Lori Boswell
Senior Officer, Budget & Finance

Ms. Michele Beck, CPA
Controller

Ms. Tonya D. Wright
Treasurer





FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
7/01/2017 - 9/30/2017

Investment Officer's Certification

This report is prepared for the Fort Worth Independent School District (the "District") in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's Investment Officers and includes the disclosures required in the PFIA. Market prices were obtained from the Custodial Bank, JP Morgan Chase.

The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 1.18%
 Interest Earned During the Period: \$1,319,967.94
 Interest Earned Fiscal Year to Date: \$1,319,967.94

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
CIP-2007 Bond Fund	984,785.84	984,785.84	984,785.84	0.22	1.26	1
CIP-2013 BOND	201,792,552.72	201,747,798.47	201,787,535.18	44.08	1.18	33
Food Service Fund	1,434,074.23	1,434,074.23	1,434,074.23	0.31	1.31	250
General Operating Fund	220,895,213.07	220,847,979.62	220,883,669.79	48.25	1.25	32
Interest & Sinking / Debt Service Fund	26,807,361.74	26,786,487.74	26,804,881.22	5.86	1.15	164
Internal Finance Fund	4,684,986.52	4,682,910.30	4,684,724.45	1.02	1.23	71
Scholarships	1,190,741.90	1,211,689.24	1,211,888.65	0.26	1.12	156
Total / Average	457,789,716.02	457,695,725.44	457,791,559.36	100.00	1.21	42

Elsie I. Schiro _____ Date 10/24/17
 Ms. Elsie I. Schiro, Chief Financial Officer

Tonya D. Wright _____ Date 10/18/17
 Ms. Tonya D. Wright, Treasurer

Michele Beck _____ Date 10-18-17
 Ms. Michele Beck, CPA, Controller

Lori Boswell _____ Date _____
 Ms. Lori Boswell, Senior Officer, Budget / Finance

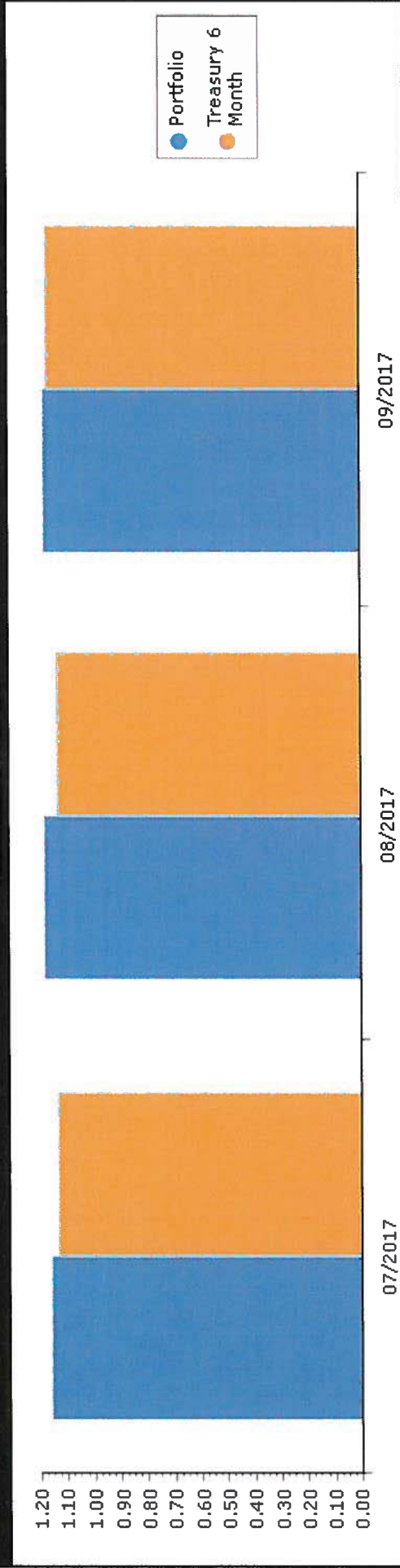


Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 7/31/2017, End Date: 9/30/2017

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
7/31/2017	477,562,452.20	454,622.43	0.00	454,622.43	472,384,743.22	0.10	1.16	1.13
8/31/2017	466,934,007.22	440,357.53	0.00	440,357.53	449,076,528.22	0.10	1.18	1.13
9/30/2017	433,837,373.23	424,987.98	0.00	424,987.98	436,291,945.09	0.10	1.18	1.17

Annualized TRR-BV



Interest Earned During Period-BV/Quarterly Total: \$1,319,967.94

Total Rate of Return: US Treasury 1 Year: 1.28

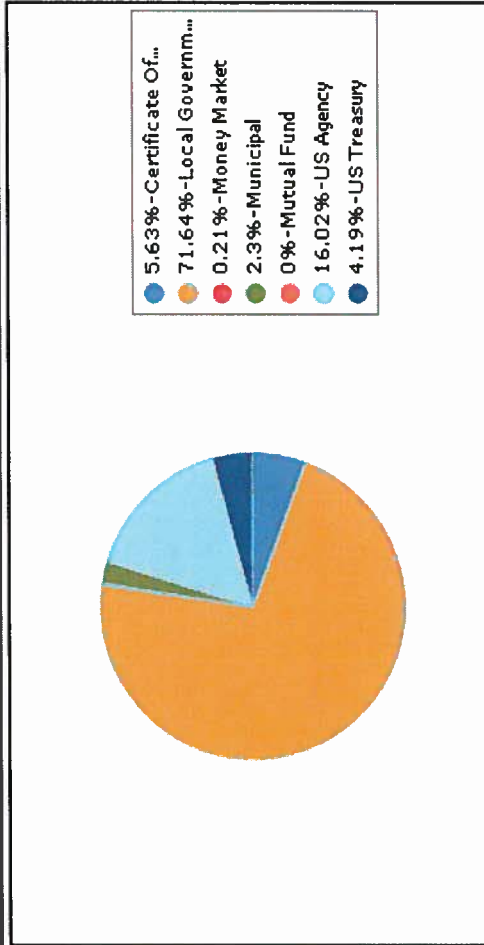


Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

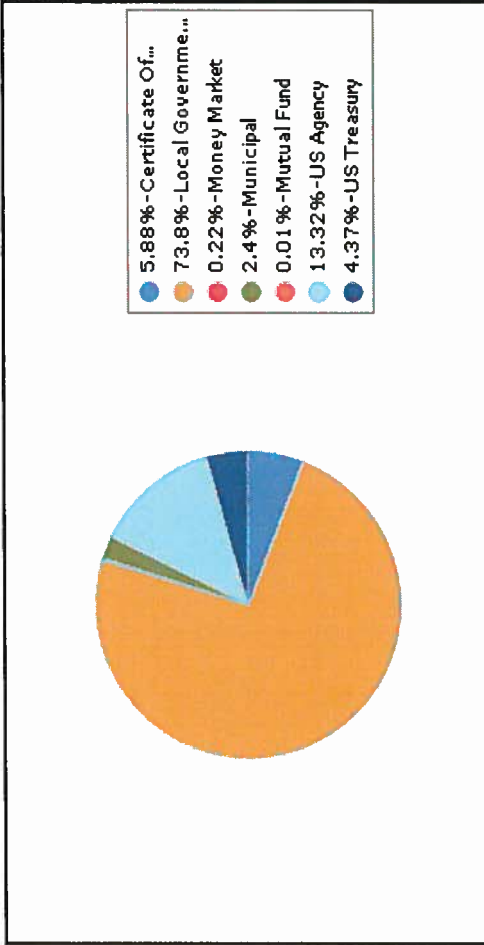
Begin Date: 6/30/2017, End Date: 9/30/2017

Security Sector	Book Value 6/30/2017	% of Portfolio 6/30/2017	Book Value 9/30/2017	% of Portfolio 9/30/2017
Certificate Of Deposit	26,877,501.70	5.63	26,933,753.43	5.88
Local Government Investment Pool	341,922,279.13	71.64	337,839,835.13	73.80
Money Market	1,011,432.88	0.21	1,013,915.57	0.22
Municipal	11,000,000.00	2.30	11,000,000.00	2.40
Mutual Fund	23,446.00	0.00	23,446.00	0.01
US Agency	76,473,361.73	16.02	60,987,467.63	13.32
US Treasury	19,989,059.75	4.19	19,993,141.60	4.37
Total / Average	477,297,081.19	100.00	457,791,559.36	100.00

Portfolio Holdings as of 6/30/2017



Portfolio Holdings as of 9/30/2017

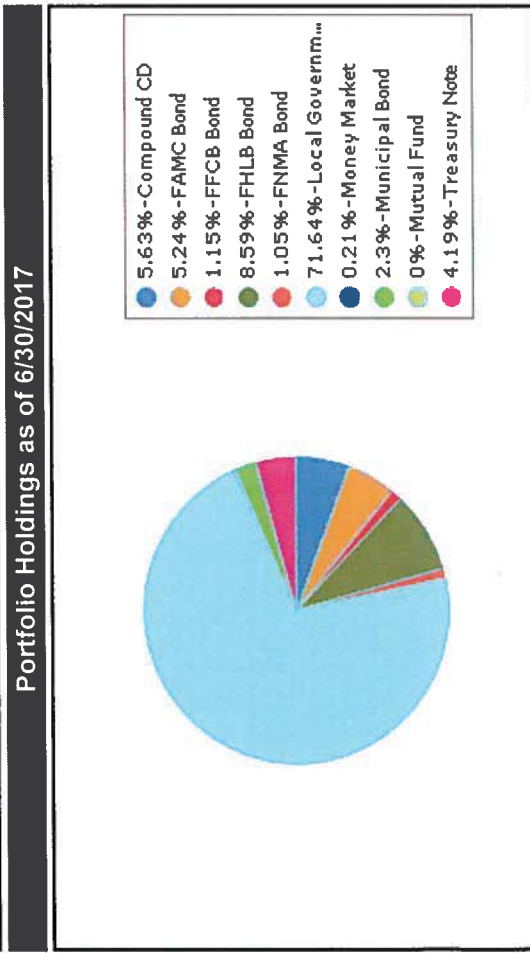
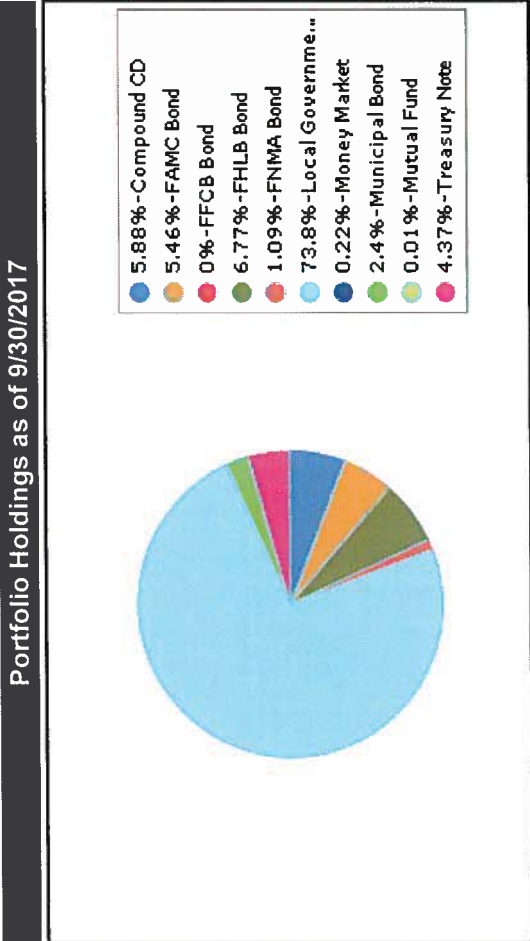




Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 6/30/2017, End Date: 9/30/2017

Security Type Allocation			
Security Type	Book Value 6/30/2017	% of Portfolio 6/30/2017	Book Value 9/30/2017
Compound CD	26,877,501.70	5.63	26,933,753.43
FAMC Bond	25,000,000.00	5.24	25,000,000.00
FFCB Bond	5,491,988.33	1.15	0.00
FHLB Bond	40,988,064.08	8.59	30,991,398.03
FNMA Bond	4,993,309.32	1.05	4,996,069.60
Local Government Investment Pool	341,922,279.13	71.64	337,839,835.13
Money Market	1,011,432.88	0.21	1,013,915.57
Municipal Bond	11,000,000.00	2.30	11,000,000.00
Mutual Fund	23,446.00	0.00	23,446.00
Treasury Note	19,989,059.75	4.19	19,993,141.60
Total / Average	477,297,081.19	100.00	457,791,559.36





Fort Worth Independent School District

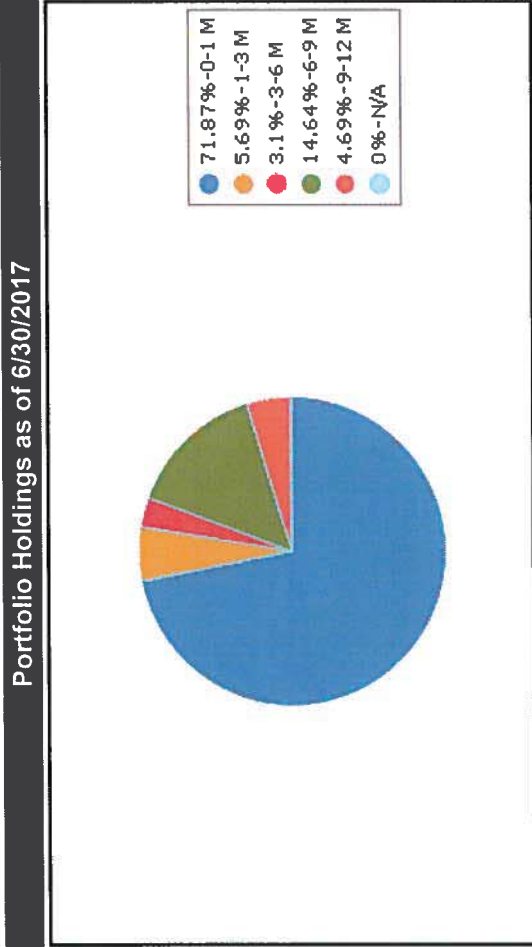
Distribution by Maturity Range - Market Value

All Portfolios

Begin Date: 6/30/2017, End Date: 9/30/2017

Maturity Range Allocation		
Maturity Range	Market Value 6/30/2017	% of Portfolio 6/30/2017
0-1 Month	342,933,712.01	71.87
1-3 Months	27,139,197.79	5.69
3-6 Months	14,807,457.80	3.10
6-9 Months	69,835,699.50	14.64
9-12 Months	22,390,153.01	4.69
N/A	23,622.95	0.00
Total / Average	477,129,843.06	100.00

Maturity Range Allocation		
Maturity Range	Market Value 9/30/2017	% of Portfolio 9/30/2017
0-1 Month	338,853,750.70	74.03
1-3 Months	14,840,745.12	3.24
3-6 Months	74,947,587.80	16.37
6-9 Months	11,394,502.65	2.49
9-12 Months	17,635,449.86	3.85
N/A	23,689.31	0.01
Total / Average	457,695,725.44	100.00

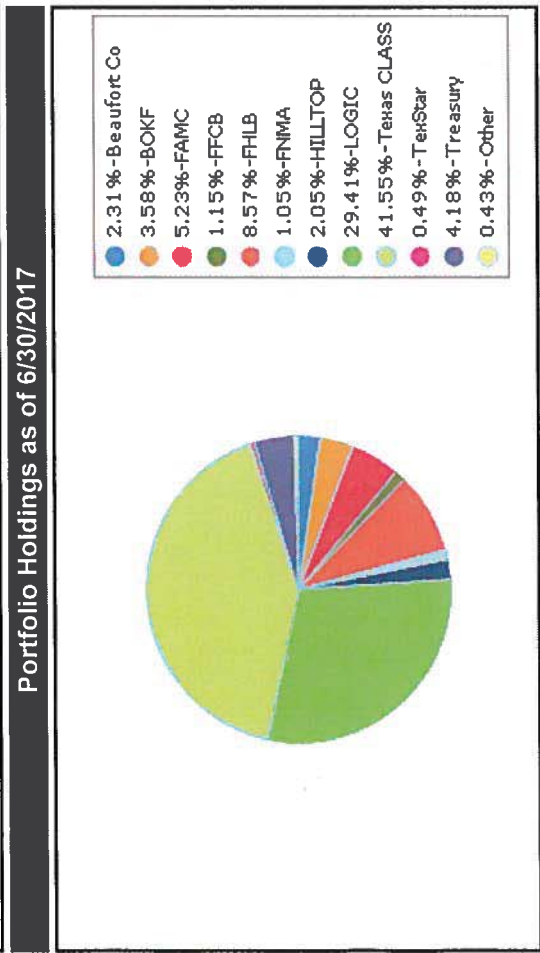
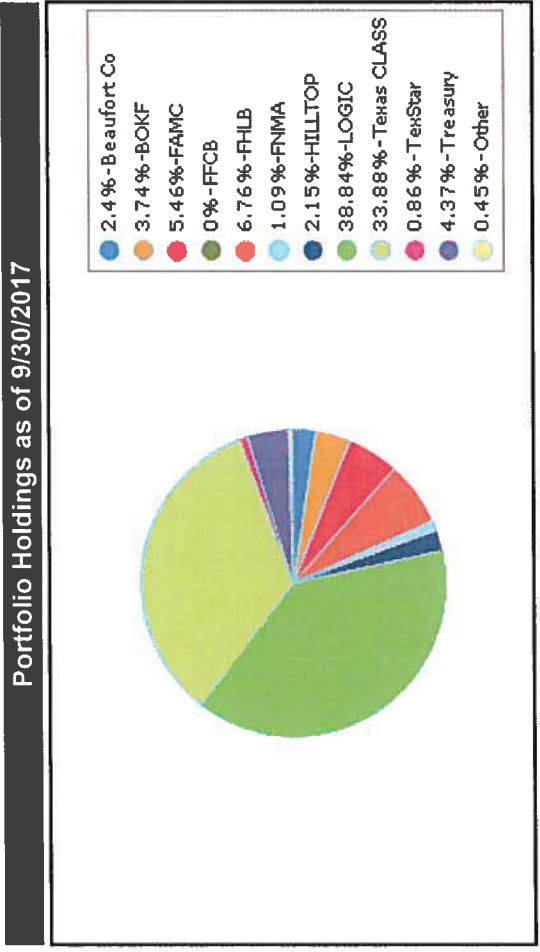




Fort Worth Independent School District Distribution by Issuer - Market Value All Portfolios

Begin Date: 6/30/2017, End Date: 9/30/2017

Issuer Allocation			
Issuer	Market Value 6/30/2017	% of Portfolio 6/30/2017	Market Value 9/30/2017
Beaufort Co	11,004,400.00	2.31	10,988,120.00
BOKF	17,077,104.86	3.58	17,112,831.92
FAMC	24,949,472.50	5.23	24,973,670.00
FFCB	5,486,745.00	1.15	0.00
FHLB	40,906,033.90	8.57	30,950,762.50
FNMA	4,987,368.50	1.05	4,991,804.00
HILLTOP	9,800,396.84	2.05	9,820,921.51
LOGIC	140,303,754.39	29.41	177,771,633.38
Texas CLASS	198,264,597.50	41.55	155,083,175.90
TexStar	2,322,627.52	0.49	3,951,140.95
Treasury	19,960,986.50	4.18	19,980,175.50
*Other	2,066,355.55	0.43	2,071,489.78
Total / Average	477,129,843.06	100.00	457,695,725.44



*PFM Asset Management: \$1,010,049.72 FICA Money Market: \$1,013,915.57

Mutual Fund: \$23,689.31 TexPool: \$23,835.18

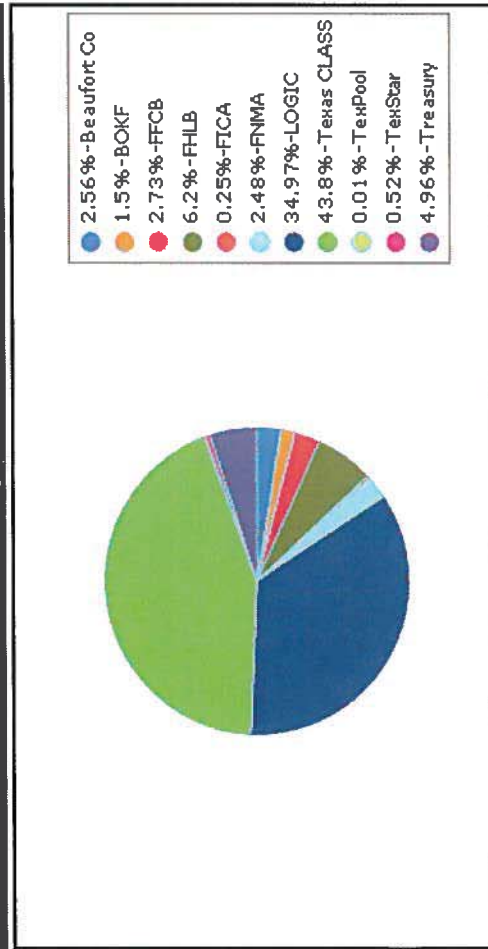


Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

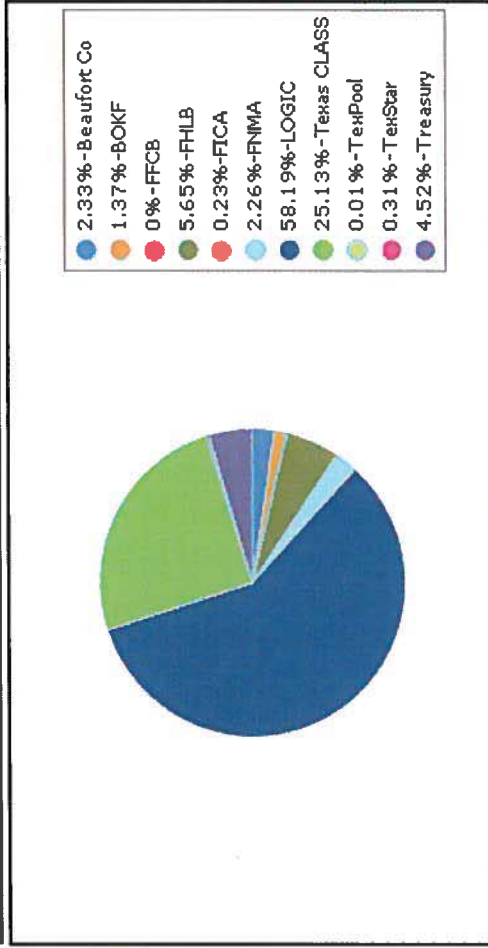
Begin Date: 6/30/2017, End Date: 9/30/2017

Issuer Allocation		Market Value 6/30/2017	% of Portfolio 6/30/2017	Market Value 9/30/2017	% of Portfolio 9/30/2017
Issuer	Market Value 6/30/2017	% of Portfolio 6/30/2017	Market Value 9/30/2017	% of Portfolio 9/30/2017	
Beaufort Co	5,152,060.00	2.56	5,144,438.00	2.33	
BOKF	3,015,802.17	1.50	3,021,513.57	1.37	
FFCB	5,486,745.00	2.73	0.00	0.00	
FHLB	12,467,159.80	6.20	12,480,587.05	5.65	
FICA	504,091.24	0.25	505,328.60	0.23	
FNMA	4,987,368.50	2.48	4,991,804.00	2.26	
LOGIC	70,280,919.69	34.97	128,510,857.72	58.19	
Texas CLASS	88,014,735.96	43.80	55,506,707.22	25.13	
TexPool	23,775.46	0.01	23,835.18	0.01	
TexStar	1,052,793.50	0.52	676,970.78	0.31	
Treasury	9,974,756.00	4.96	9,985,937.50	4.52	
Total / Average	200,960,207.32	100.00	220,847,979.62	100.00	

Portfolio Holdings as of 6/30/2017



Portfolio Holdings as of 9/30/2017

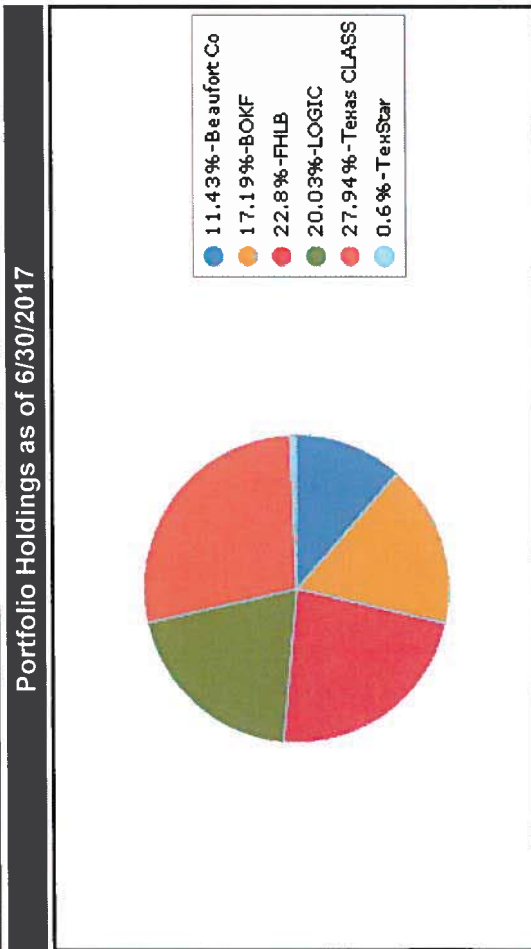
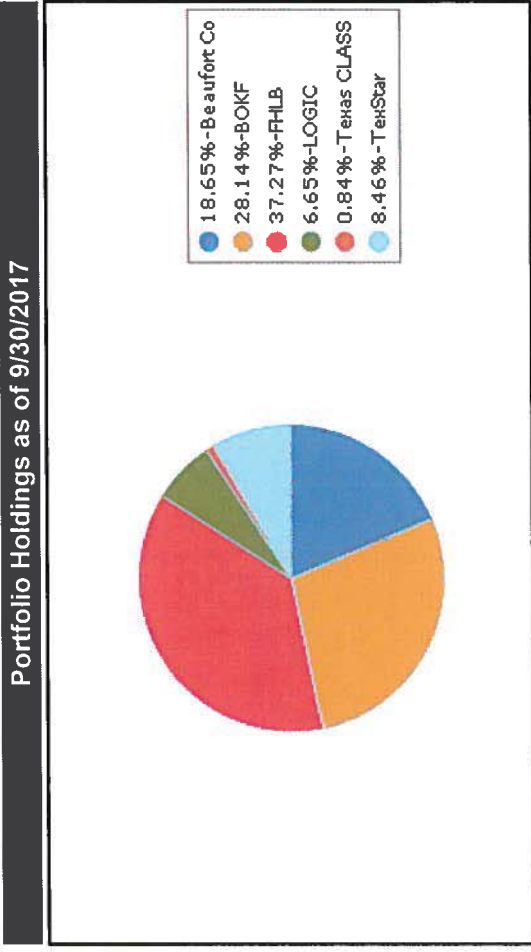




Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking / Debt Service Fund

Begin Date: 6/30/2017, End Date: 9/30/2017

Issuer Allocation		
Issuer	Market Value 6/30/2017	Market Value 9/30/2017
	% of Portfolio 6/30/2017	% of Portfolio 9/30/2017
Beaufort Co	5,002,000.00	4,994,600.00
BOKF	7,520,229.45	7,537,751.58
FHLB	9,973,927.50	9,984,526.00
LOGIC	8,764,403.76	1,780,577.72
Texas CLASS	12,224,499.54	223,935.06
TexStar	263,346.77	2,265,097.38
Total / Average	43,748,407.02	26,786,487.74

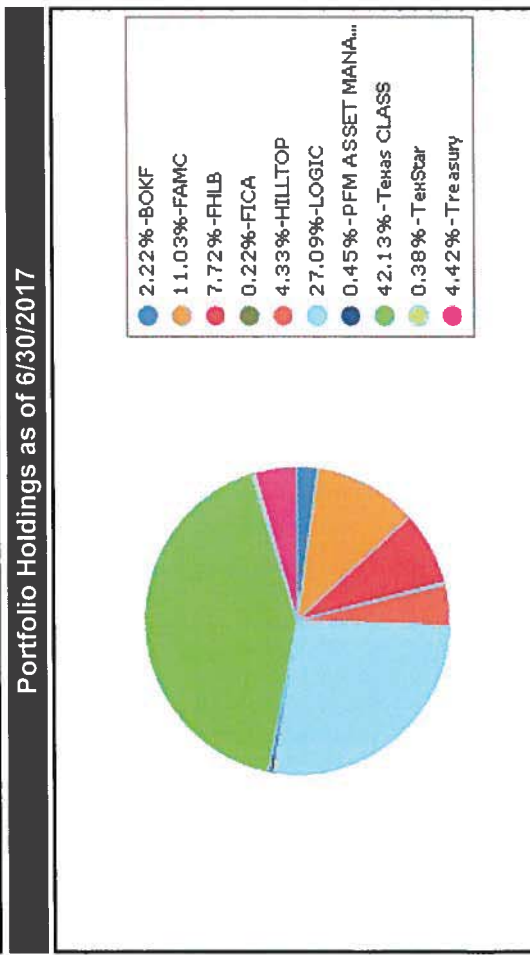
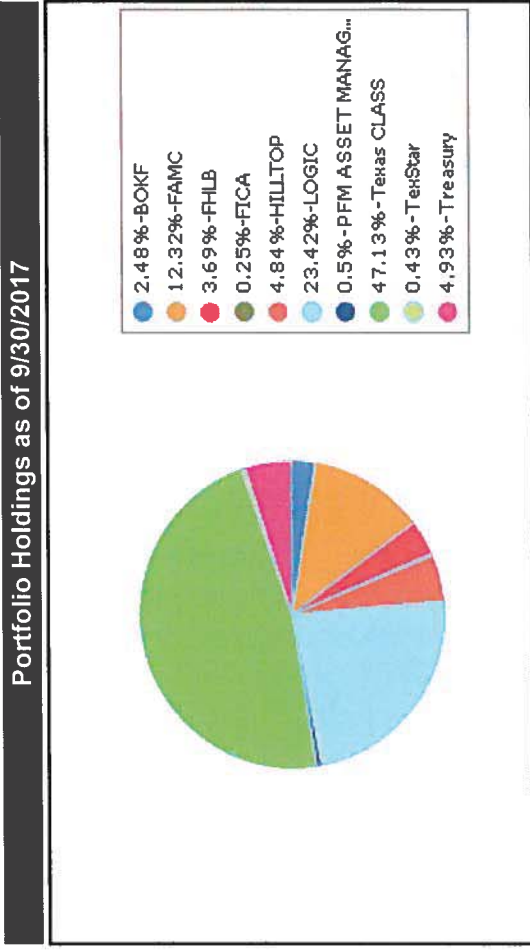




Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP: BOND FUND

Begin Date: 6/30/2017, End Date: 9/30/2017

Issuer Allocation			
Issuer	Market Value 6/30/2017	% of Portfolio 6/30/2017	Market Value 9/30/2017
BOKF	5,026,336.99	2.22	5,035,704.30
FAMC	24,949,472.50	11.03	24,973,670.00
FHLB	17,468,053.00	7.72	7,487,337.75
FICA	507,341.64	0.22	508,586.97
HILLTOP	9,800,396.84	4.33	9,820,921.51
LOGIC	61,258,430.94	27.09	47,480,197.94
PFM ASSET MANAGEMENT	1,007,524.26	0.45	1,010,049.72
Texas CLASS	95,259,486.46	42.13	95,552,025.28
TexStar	867,624.18	0.38	869,852.84
Treasury	9,986,230.50	4.42	9,994,238.00
Total / Average	226,130,897.31	100.00	202,732,584.31





Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 9/30/2017

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating	Days To Call/Maturity Duration To Maturity
CIP-2007 Bond Fund								
Texas CLASS LGIP		5/31/2010	984,785.84	100.00	984,785.84	0.22%	S&P-AA+	1
TXCLASS0004	984,785.84	1.26	984,785.84	1.26		0.00	NR	0
Sub Total CIP-2007 Bond Fund	984,785.84	1.26	984,785.84	1.26		0.22%		1
CIP-2013 BOND								
BOKF 1.22 3/22/2018		9/21/2017	5,035,704.30	100.00	5,035,704.30	1.1%	NR	173
CDARS7897	5,035,704.30	1.22	5,035,704.30	1.22	0.00	0.00	NR	0.48
FAMC 0.99 1/9/2018		1/9/2017	25,000,000.00	99.89	24,973,670.00	5.46%	Moody's-Aaa	101
3132X0MU2	25,000,000.00	0.99	25,000,000.00	1.37	55,687.50	-26,330.00	S&P-AA+	0.28
FHLB 0.875 3/19/2018		2/21/2017	7,493,972.42	99.83	7,487,337.75	1.64%	Moody's-Aaa	170
3130A7CX1	7,500,000.00	0.95	7,497,379.31	1.24	2,005.21	-10,041.56	S&P-AA+	0.47
FICA MM		9/10/2015	508,586.97	100.00	508,586.97	0.11%	NR	1
MM9057-CIP2013	508,586.97	1.00	508,586.97	1.00		0.00	NR	0
HILLTOP 0.83 12/14/2017		12/15/2016	9,820,921.51	100.00	9,820,921.51	2.15%	NR	75
CDARS12252T1	9,820,921.51	0.83	9,820,921.51	0.83	0.00	0.00	NR	0.21
LOGIC LGIP		9/18/2014	47,480,197.94	100.00	47,480,197.94	10.37%	NR	1
LOGIC13002	47,480,197.94	1.28	47,480,197.94	1.28		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		10/20/2016	1,010,049.72	100.00	1,010,049.72	0.22%	NR	1
1265-01	1,010,049.72	1.03	1,010,049.72	1.03		0.00	NR	0
Texas CLASS LGIP		12/1/2016	13,463.79	100.00	13,463.79	0%	NR	1
TXCLASS4001	13,463.79	1.08	13,463.79	1.08		0.00	NR	0
Texas CLASS LGIP		4/14/2014	94,553,775.65	100.00	94,553,775.65	20.65%	S&P-AA+	1
TXCLASS0007	94,553,775.65	1.26	94,553,775.65	1.26		0.00	NR	0
TexStar LGIP		2/20/2014	869,852.84	100.00	869,852.84	0.19%	S&P-AA+	1
TEXSTAR20130	869,852.84	1.04	869,852.84	1.04		0.00	NR	0



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 9/30/2017

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio		Credit Rating	Days To Call/Maturity Duration To Maturity
						Unre. Gain/Loss	Credit Rating		
T-Note 0.875 1/31/2018 912828UJ7	5,000,000.00	5/4/2017 1.08	4,992,578.13 4,996,643.79	99.92 1.11	4,995,996.00 7,252.04	1.09%	Moody's-Aaa S&P-AA+	123 0.33	
T-Note 1 12/31/2017 912828N55	5,000,000.00	12/22/2016 0.92	5,003,900.00 5,000,959.36	99.96 1.14	4,998,242.00 12,500.00	1.09%	Moody's-Aaa S&P-AA+	92 0.25	
Sub Total CIP-2013 BOND	201,792,552.72	1.18	201,783,003.27 201,787,535.18	1.25	201,747,798.47 77,444.75	44.07% -39,736.71		33 0.09	
Food Service Fund									
BOKF 1.33 9/20/2018 CDARS7935	1,007,171.19	9/21/2017 1.33	1,007,171.19 1,007,171.19	100.00 1.33	1,007,171.19 0.00	0.22%	NR NR	355 0.97	
Texas CLASS LGIP TXCLASS0002	425,922.56	2/14/2012 1.26	425,922.56 425,922.56	100.00 1.26	425,922.56	0.09%	S&P-AA+	1	
TexStar LGIP TEXSTAR15580	980.48	5/31/2010 1.04	980.48 980.48	100.00 1.04	980.48	0%	S&P-AA+	1	
Sub Total Food Service Fund	1,434,074.23	1.31	1,434,074.23 1,434,074.23	1.31	1,434,074.23 0.00	0.31% 0.00		250 0.68	
General Operating Fund									
Beaufort Co 1.4 6/29/2018 074347F91	5,150,000.00	6/29/2017 1.40	5,150,000.00 5,150,000.00	99.89 1.54	5,144,438.00 18,225.28	1.12%	Moody's-MIG1 S&P-SP-1	272 0.75	
BOKF 1.33 9/20/2018 CDARS7919	3,021,513.57	9/21/2017 1.33	3,021,513.57 3,021,513.57	100.00 1.33	3,021,513.57 0.00	0.66%	NR NR	355 0.97	
FHLB 0.875 3/19/2018 3130A7CX1	6,500,000.00	2/21/2017 0.95	6,494,776.10 6,497,728.74	99.83 1.24	6,489,026.05 1,737.85	1.42%	Moody's-Aaa S&P-AA+	170 0.47	
FHLB 1.125 5/4/2018 3130ABD52	6,000,000.00	5/4/2017 1.15	5,998,512.84 5,999,119.93	99.86 1.36	5,991,561.00 27,375.00	1.31%	Moody's-Aaa S&P-AA+	216 0.59	
FICA MM MM9057-GO	505,328.60	2/8/2016 1.00	505,328.60 505,328.60	100.00 1.00	505,328.60	0.11%	NR NR	1 0	



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 9/30/2017

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio		Credit Rating		Days To Call/Maturity Duration To Maturity
						Unre. Gain/Loss	Unre. Gain/Loss	Credit Rating	Credit Rating	
FNMA 0.875 2/8/2018 3135G0TG8	5,000,000.00	5/4/2017 1.10	4,991,599.15 4,996,069.60	99.84 1.34	4,991,804.00 6,319.44	1.09%	-4,265.60	Moody's-Aaa S&P-AA+	Moody's-Aaa S&P-AA+	131 0.36
LOGIC LGIP LOGIC13001	128,510,857.72	9/25/2014 1.28	128,510,857.72 128,510,857.72	100.00 1.28	128,510,857.72	28.07%	0.00	NR NR	NR NR	1 0
Texas CLASS LGIP TXCLASS0001	55,506,707.22	5/31/2010 1.26	55,506,707.22 55,506,707.22	100.00 1.26	55,506,707.22	12.12%	0.00	S&P-AA+	S&P-AA+	1 0
TexPool LGIP TEXPOOL0001	23,835.18	6/30/2010 1.02	23,835.18 23,835.18	100.00 1.02	23,835.18	0.01%	0.00	S&P-AA+	S&P-AA+	1 0
TexStar LGIP TEXSTAR1110	676,970.78	5/31/2010 1.04	676,970.78 676,970.78	100.00 1.04	676,970.78	0.15%	0.00	S&P-AA+	NR	1 0
T-Note 0.75 2/28/2018 912828UR9	7,500,000.00	2/21/2017 0.91	7,487,826.90 7,495,058.77	99.82 1.17	7,486,816.50 4,661.60	1.64%	-8,242.27	Moody's-Aaa S&P-AA+	Moody's-Aaa S&P-AA+	151 0.42
T-Note 1 12/31/2017 912828N55	2,500,000.00	12/22/2016 0.92	2,501,950.00 2,500,479.68	99.96 1.14	2,499,121.00 6,250.00	0.55%	-1,358.68	Moody's-Aaa S&P-AA+	Moody's-Aaa S&P-AA+	92 0.25
Sub Total General Operating Fund	220,895,213.07	1.24	220,869,878.06 220,883,669.79	1.28	220,847,979.62 64,569.17	48.25%	-35,690.17			32 0.09
Interest & Sinking / Debt Service Fund										
Beaufort Co 1.4 6/29/2018 074347F91	5,000,000.00	6/29/2017 1.40	5,000,000.00 5,000,000.00	99.89 1.54	4,994,600.00 17,694.44	1.09%	-5,400.00	Moody's-MIG1 S&P-SP-1	Moody's-MIG1 S&P-SP-1	272 0.75
BOKF 1.01 11/9/2017 CDARS0368	5,019,823.61	5/11/2017 1.01	5,019,823.61 5,019,823.61	100.00 1.01	5,019,823.61 0.00	1.1%	0.00	None None	None None	40 0.11
BOKF 1.35 9/20/2018 CDARS8036	2,517,927.97	9/21/2017 1.33	2,517,927.97 2,517,927.97	100.00 1.33	2,517,927.97 0.00	0.55%	0.00	NR NR	NR NR	355 0.97
FHLB 0.875 3/19/2018 3130A7CX1	5,000,000.00	2/21/2017 0.95	4,995,981.61 4,998,252.87	99.83 1.24	4,991,558.50 1,336.81	1.09%	-6,694.37	Moody's-Aaa S&P-AA+	Moody's-Aaa S&P-AA+	170 0.47



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 9/30/2017

Description CUSIP	Settlement Date YTM @ Cost	Face Amount / Shares	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	Unre. Gain/Loss	% Portfolio	Credit Rating	Days To Call/Maturity Duration To Maturity
FHLB 1.125 5/4/2018 3130ABD52	5/4/2017	5,000,000.00	4,998,760.70	99.86	4,992,967.50	1.09%	1.09%	Moody's-Aaa	216
LOGIC LGIP	12/2/2014	1,780,577.72	1,780,577.72	100.00	1,780,577.72	0.39%	0.39%	NR	1
LOGIC13003	1.28	1,780,577.72	1,780,577.72	1.28		0.00	0.00	NR	0
Texas CLASS LGIP	5/31/2010	223,935.06	223,935.06	100.00	223,935.06	0.05%	0.05%	S&P-AA+	1
TXCLASS0003	1.26	223,935.06	223,935.06	1.26		0.00	0.00	NR	0
TexStar LGIP	5/31/2010	2,265,097.38	2,265,097.38	100.00	2,265,097.38	0.49%	0.49%	S&P-AA+	1
TEXSTAR33330	1.04	2,265,097.38	2,265,097.38	1.04		0.00	0.00	NR	0
Sub Total Interest & Sinking / Debt Service Fund	1.15	26,807,361.74	26,802,104.05	1.27	26,786,487.74	5.85%	5.85%		164
			26,804,881.22		41,843.75	-18,393.48			0.45
Internal Finance Fund									
Beaufort Co 1.4 6/29/2018 074347F91	6/29/2017	750,000.00	750,000.00	99.89	749,190.00	0.16%	0.16%	Moody's-MIG1	272
	1.40	750,000.00	750,000.00	1.54	2,654.17	-810.00	-810.00	S&P-SP-1	0.75
FHLB 0.875 3/19/2018 3130A7CX1	2/21/2017	750,000.00	749,397.24	99.83	748,733.78	0.16%	0.16%	Moody's-Aaa	170
	0.95	750,000.00	749,737.93	1.24	200.52	-1,004.15	-1,004.15	S&P-AA+	0.47
Texas CLASS LGIP	5/31/2010	3,069,176.74	3,069,176.74	100.00	3,069,176.74	0.67%	0.67%	S&P-AA+	1
TXCLASS0005	1.26	3,069,176.74	3,069,176.74	1.26		0.00	0.00	NR	0
TexStar LGIP	5/31/2010	115,809.78	115,809.78	100.00	115,809.78	0.03%	0.03%	S&P-AA+	1
TEXSTAR15640	1.04	115,809.78	115,809.78	1.04		0.00	0.00	NR	0
Sub Total Internal Finance Fund	1.23	4,684,986.52	4,684,383.76	1.30	4,682,910.30	1.02%	1.02%		71
			4,684,724.45		2,854.69	-1,814.15			0.2
Scholarships									
Beaufort Co 1.4 6/29/2018 074347F91	6/29/2017	100,000.00	100,000.00	99.89	99,892.00	0.02%	0.02%	Moody's-MIG1	272
	1.40	100,000.00	100,000.00	1.54	353.89	-108.00	-108.00	S&P-SP-1	0.75
BOKF 1 4/12/2018 CDARS8493	4/16/2015	409,974.15	409,974.15	100.00	409,974.15	0.09%	0.09%	NR	194
	1.00	409,974.15	409,974.15	1.00	0.00	0.00	0.00	NR	0.53



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 9/30/2017

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value		Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio		Credit Rating	Days To Call/Maturity Duration To Maturity
			Book Value	Unre. Gain/Loss			Unre. Gain/Loss	Credit Rating		
BOKF 1.33 9/20/2018 CDARS7978	100,717.13	9/21/2017 1.33	100,717.13	100,717.13	100.00 1.33	100,717.13 0.00	0.02% 0.00	NR NR	355 0.97	
FHLB 0.875 3/19/2018 3130A7CX1	250,000.00	2/21/2017 0.95	249,799.08 249,912.64	249,799.08 249,912.64	99.83 1.24	249,577.92 66.84	0.05% -334.72	Moody's-Aaa S&P-AA+	170 0.47	
Nationwide-Highmark Bond HIGHMARK857	2,211.89	4/19/2002	23,446.00 23,446.00	23,446.00 23,446.00	10.71	23,686.31	0.01% 243.31	NR NR		
Texas CLASS LGIP TXCLASS0008	305,409.04	4/24/2014 1.26	305,409.04 305,409.04	305,409.04 305,409.04	100.00 1.26	305,409.04	0.07% 0.00	S&P-AA+ NR	1 0	
TexStar LGIP TEXSTAR44440	22,429.69	5/31/2010 1.04	22,429.69 22,429.69	22,429.69 22,429.69	100.00 1.04	22,429.69	0% 0.00	S&P-AA+ NR	1 0	
Sub Total Scholarships	1,190,741.90	1.12	1,211,775.09 1,211,888.65	1,211,775.09 1,211,888.65	1.19	1,211,689.24 420.73	0.26% -199.41		156 0.43	
TOTAL PORTFOLIO	457,789,716.02	1.21	457,770,004.30 457,791,559.36	457,770,004.30 457,791,559.36	1.26	187,133.09	100.00% -95,833.92		41 0.11	

Interest Earnings by Fund Summary
 July 1, 2017 thru September 30, 2017
 (with comparative information)

Interest Earned Year to Date
July 1, 2017 - September 30, 2017

CIP2013 Bond	\$	606,547
General Operating	\$	591,157
Debt Service	\$	100,715
Internal Finance	\$	12,510
Food Service	\$	2,799
Scholarships	\$	3,225
CIP2007 Bond	\$	3,015
TOTAL	\$	1,319,968

July 1, 2016 - September 30, 2016

CIP2013 Bond	\$	184,011
General Operating	\$	293,672
Debt Service	\$	72,357
Internal Finance	\$	4,956
Food Service	\$	12,750
Scholarships	\$	1,946
CIP2007 Bond	\$	1,699
TOTAL	\$	571,391

Variance

CIP2013 Bond	\$	422,536
General Operating	\$	297,485
Debt Service	\$	28,358
Internal Finance	\$	7,554
Food Service	\$	(9,951)
Scholarships	\$	1,279
CIP2007 Bond	\$	1,316
	\$	-
	\$	-
TOTAL	\$	748,577

**CONSENT AGENDA ITEM
BOARD MEETING
NOVEMBER 14, 2017**

**TOPIC: APPROVAL OF BUDGET AMENDMENT FOR THE PERIOD ENDED
OCTOBER 31, 2017**

BACKGROUND:

The 2017-2018 General Fund Budget was initially adopted on June 27, 2017 and last amended through the period ended September 30, 2017. During the month of October 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 October 31, 2017
2. Decline to Approve Budget Amendment for the period ended October 31, 2017
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the period ended October 31, 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 October 31, 2017**

	General Fund 2017-2018 Amended Budget for 9/30/17	Adjustments	General Fund 2017-2018 Amended Budget for 10/31/17
<u>REVENUE & OTHER SOURCES</u>			
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
<u>EXPENDITURES</u>			
11 Instruction	\$464,858,497	\$15,506	\$464,874,003
12 Instruction Resources and Media Services	\$11,525,199	(\$340)	\$11,524,859
13 Curriculum and Instructional Staff Development	\$13,025,871	\$4,700	\$13,030,571
21 Instructional Administration	\$13,401,783	\$9,700	\$13,411,483
23 School Administration	\$50,860,676	\$8,148	\$50,868,824
31 Guidance and Counseling Services	\$43,954,488	(\$500)	\$43,953,988
32 Social Work Services	\$5,150,889	(\$30,000)	\$5,120,889
33 Health Services	\$11,593,726	\$0	\$11,593,726
34 Student Transportation	\$20,559,964	(\$5,000)	\$20,554,964
35 Food Services	\$261,700	(\$5,300)	\$256,400
36 Cocurricular/Extracurricular Activities	\$15,628,211	(\$6,000)	\$15,622,211
41 General Administration	\$20,111,146	\$0	\$20,111,146
51 Plant Maintenance and Operations	\$87,196,140	\$7,531	\$87,203,671
52 Security and Monitoring Services	\$12,533,672	\$1,055	\$12,534,727
53 Data Processing Services	\$13,822,926	\$0	\$13,822,926
61 Community Services	\$5,460,986	\$500	\$5,461,486
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		177,032,784
Fund Balance-Ending (Unaudited)	\$125,489,878	(\$0)	\$125,489,878

FORT WORTH INDEPENDENT SCHOOL DISTRICT



**SUMMARY OF 2017-2018 BUDGET AMENDMENTS
GENERAL FUND**

	ORIGINAL	ADD/ SUBTRACT	REVISED 7/5/17	ADD/ SUBTRACT	REVISED 8/31/17	ADD/ SUBTRACT	REVISED 9/12/17	ADD/ SUBTRACT	REVISED 9/29/17	ADD/ SUBTRACT	REVISED 10/31/17
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
5800 State Program Revenues	\$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
7900 Other Financing Sources	\$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
Charges to Appropriations (Outflows)											
11 Instruction	465,014,969		465,014,969	(121,003)	464,893,966		464,893,966	(35,369)	464,858,497	15,506	484,874,003
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
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
21 Instructional Administration	13,346,611		13,346,611	6,000	13,352,611		13,352,611	48,172	13,401,783	9,700	13,411,483
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
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
32 Attendance and Social Work Services	4,982,325		4,982,325	(15,358)	4,966,967		4,966,969	183,920	5,150,889	(30,000)	5,120,889
33 Health Services	11,590,928		11,590,928	2,500	11,593,428		11,593,426	300	11,593,726		11,593,726
34 Student (outp) Transportation	20,590,964		20,590,964	(1,000)	20,589,964		20,589,964	3,300	20,593,264	(5,000)	20,588,264
35 Food Services	258,400		258,400		258,400		258,400		258,400	(5,300)	253,100
36 Co-curricular/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
41 General Administration	20,117,146		20,117,146		20,117,146		20,117,146	(6,000)	20,111,146		20,111,146
51 Plant Maintenance and Operations	87,182,360		87,182,360	125	87,182,485		87,182,485	13,665	87,196,140	7,531	87,203,671
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
53 Data Processing Services	13,822,926		13,822,926		13,822,926		13,822,926		13,822,926		13,822,926
61 Community Services	5,459,536		5,459,536	1,000	5,460,536		5,460,536		5,460,536	500	5,461,036
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
95 Juvenile Justice Alternative Education	150,000		150,000		150,000		150,000		150,000		150,000
97 Tax Increment Financing											
99 Other Intergovernmental Charges	2,800,000		2,800,000	2,000	2,802,000		2,802,000	8,800	2,810,800		2,810,800
Total Charges to Appropriations	785,544,869		785,544,869	2,000	785,546,869		785,544,869	8,800	786,738,669	0	786,738,669
Net Change in Fund Balance	(48,348,806)		(48,348,806)		(48,348,806)		(48,348,806)		(48,348,806)		(48,348,806)
Fund Balance-Beginning (Unaudited)	177,032,784		177,032,784		177,032,784		177,032,784		177,032,784		177,032,784
Fund Balance-Ending (Unaudited)	\$128,683,978		\$128,683,978		\$128,683,978		\$128,683,978		\$128,683,978		\$128,683,978

		October 31, 2017 Budget Amendment		
		Increase	Decrease	Net Effect
Object	Revenue			
5700		0	0	
5800		0	0	
5900		0	0	
7900		0	0	
	Total	0	0	0
Function	Expenses			
11	Trnsfr from function 32 to fund subs in order for teacher to attend Restorative Practices training	30,000		
	Trnsfr to function 21 to purchase technology equipment for new Science Director		2,200	
	Trnsfr to function 13 to fund conference fee/travel for teacher at elementary campus		3,000	
	Campus/Dept. normal course of District operations		9,294	
	Overall effect on Function 11	30,000	14,494	15,506
12	Campus/Dept. normal course of District operations	-	340	
	Overall effect on Function 12	-	340	(340)
13	Trnsfr from function 11 to fund conference fee/travel for teacher at elementary campus	3,000		
	Campus/Dept. normal course of District operations	1,700	-	
	Overall effect on Function 13	4,700	-	4,700
21	Trnsfr from function 11 to purchase technology equipment for new Science Director	2,200		
	Campus/Dept. normal course of District operations	7,500	-	
	Overall effect on Function 21	9,700	-	9,700
23	Campus/Dept. normal course of District operations	8,148	-	
	Overall effect on Function 23	8,148	-	8,148
31	Campus/Dept. normal course of District operations	-	500	
	Overall effect on Function 31	-	500	(500)
32	Trnsfr to function 11 to fund subs for Restorative Practices		30,000	
	Campus/Dept. normal course of District operations	-	-	
	Overall effect on Function 32	-	30,000	(30,000)
34	Campus/Dept. normal course of District operations	-	5,000	
	Overall effect on Function 34	-	5,000	(5,000)
35	Campus/Dept. normal course of District operations	-	5,300	
	Overall effect on Function 35	-	5,300	(5,300)
36	Campus/Dept. normal course of District operations	-	6,000	
	Overall effect on Function 36	-	6,000	(6,000)
51	Campus/Dept. normal course of District operations	7,531	-	
	Overall effect on Function 51	7,531	-	7,531
52	Campus/Dept. normal course of District operations	1,055	-	
	Overall effect on Function 52	1,055	-	1,055
61	Campus/Dept. normal course of District operations	500	-	
	Overall effect on Function 61	500	-	500
	Total	61,634	61,634	-

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE THE SALE OF TAX FORECLOSED PROPERTY LOCATED AT 5203 LIBBEY AVENUE

BACKGROUND:

In accordance with Section 34.05(j) of the Texas Tax Code, the City of Fort Worth is authorized to sell tax foreclosed properties for the Tarrant Appraisal District's appraised value, if approved by all Tarrant County taxing entities that were part of the foreclosure suits. The dilapidated building located on 5203 Libby Avenue needs to be torn down because the building is in violation of the Minimum Building Standards Code as set forth in Chapter 7, Article 4, Division 3 of the City of Fort Worth Code of Ordinances. Due to the imminent demolition of the structure, the City request authorization to sell the property for the TAD land value of \$12,789.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the sale of tax foreclosed property located at 5203 Libbey Avenue.
2. Decline to Approve the sale of tax foreclosed property located at 5203 Libbey Avenue.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the sale of tax foreclosed property located at 5203 Libbey Avenue.

FUNDING SOURCE

Additional Details

No Cost

Not applicable.

COST:

Not applicable.

VENDOR:

Not applicable.

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Division of Business & Finance

RATIONALE:

It is in the best interest of the Fort Worth ISD to allow the demolition of the structure and sale of the property located at 5203 Libbey Avenue to ensure public safety and the property's productive use.

INFORMATION SOURCE:

Elsie I. Schiro

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE FIRST 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 first reading (TASB Update) - revision to Board Policy CJ (LOCAL), DFAA (LOCAL), and DFCA (LOCAL).
2. Decline to Approve first 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 first 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~~ 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
November 14, 2017**

TOPIC: APPROVE FIRST 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 First Reading of Revision to Board Policy AE (LOCAL) and AE (EXHIBIT).
2. Decline to Approve First Reading of Revision to Board Policy AE (LOCAL) AE (EXHIBIT).
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve First 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.

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.

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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.

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 not required to be Board adopted shall be addressed in administra-

BOARD'S STUDENT
OUTCOME GOALS
FOR THE
SUPERINTENDENT

tive regulations and the Board shall take necessary steps to re-
move 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 read-
ing 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 gradu-
ates who have met the criteria for Post-Secondary Read-
iness, 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 stu-
dent 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 rea-
sonable 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. Cam-
pus 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.
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.

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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~~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%
SY 16/17= 33%
SY 17/18= 37%
SY 18/19= 43%
- 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
SY 16/17= (Baseline)
SY 17/18= Y%
SY 18/19= Y%
- 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
SY 16/17= (Baseline)
SY 17/18= Y%
SY 18/19= Y%
- 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%
SY 16/17= 47%
SY 17/18= 53%
SY 18/19= 59%

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%

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

**TOPIC: APPROVE CHANGE ORDER FOR BID PACKAGE 012 (RFCSP 17-005)
IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

On October 25, 2016 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Reeder + Summit JV for the 2013 Capital Improvement Program Bid Package 012 (RFCSP #17-005). Negotiations with Reeder + Summit JV were completed and a contract was issued and executed between the District and Reeder + Summit JV for \$5,800,000. On subsequent meetings the BOE approved a budget increase for this contract in amount not-to-exceed \$350,000 for change orders. The current approved not-to-exceed contract amount is \$6,150,000. This contract includes an allowance for a WiFi study area at TEA 005 Dunbar High School which will be deleted and be procured separately. CIP is requesting a budget reduction for this GC contract by \$35,000 and a deletion of the aforementioned scope.

Bid Package	Current Not-To-Exceed Construction Contract Amount	Scope and Budget Reduction	Revised Construction Contract
012	\$6,150,000	(\$35,000)	\$6,120,000

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Change Order for Bid Package 012 (RFCSP 17-005) in the 2013 Capital Improvement Program
2. Decline to Approve Change Order for Bid Package 012 (RFCSP 17-005) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Change Order for Bid Package 012 (RFCSP 17-005) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-005-99-000-000000 - \$ 35,000

COST:

\$35,000

VENDOR:

Reeder + Summit JV

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 005 Dunbar High School

RATIONALE:

A change order is required to delete scope and reduce budget associated with a WiFi Study Area allowance in the general contractor's agreement.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE CHANGE ORDER FOR BID PACKAGE 018 (RFP 15-036) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On October 25, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager At-Risk (CMAR) for the 2013 Capital Improvement Program CMAR Package #005 (RFP 15-036) Bid Package 018. Negotiations with Bartlett Cocke General Contractors, LLC were completed and a contract was issued and executed between the District and Bartlett Cocke General Contractors, LLC for \$7,840,105. On a subsequent meeting the BOE approved a budget increase for this contract in amount not-to-exceed \$590,000 for change orders. The current approved not-to-exceed contract amount is \$8,665,105. This contract includes an allowance for a WiFi study area for TEA 003 South Hills High School and TEA 014 Southwest High School which will be deleted and be procured separately. CIP is requesting a budget reduction for this GC contract by \$150,000 and a deletion of the aforementioned scope for the two campuses; \$75,000 at each.

Bid Package	Current Not-To-Exceed Construction Contract Amount	Scope and Budget Reduction	Revised Construction Contract
018	\$8,665,105	(\$150,000)	\$8,515,105

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Change Order for Bid Package 018 (RFP 15-036) in the 2013 Capital Improvement Program
2. Decline to Approve Change Order for Bid Package 018 (RFP 15-036) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Change Order for Bid Package 018 (RFP 15-036) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP	681-81-6629-B39-003-99-000-000000 - \$	75,000
	681-81-6629-B39-014-99-000-000000 - \$	75,000
	Total - \$	150,000

COST:

\$150,000

VENDOR:

Bartlett Cocke General Contractors, LLC

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

TEA 003 South Hills High School
TEA 014 Southwest High School

RATIONALE:

A change order is required to delete scope and reduce budget associated with a WiFi Study Area allowances in the general contractor's agreement.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

**TOPIC: APPROVE CHANGE ORDER FOR BID PACKAGE 060 (RFCSP #17-008)
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 for general contractor of the 2013 Capital Improvement Program Bid Package #060 (RFCSP#17-008). This package included two (2) schools – TEA 006 Eastern Hills High School and TEA 836 Scarborough-Handley Athletic Fields. Negotiations with Tegrity Contractors, Inc. were completed and a contract was issued between the District and Tegrity Contractors, Inc. for \$2,177,026. On a subsequent meeting the BOE approved a budget increase for this contract in amount not-to-exceed \$189,000 for a change order. The current approved not-to-exceed contract amount is \$2,366,026. This contract includes an allowance for a WiFi study area at TEA 006 Eastern Hills High School which will be deleted and be procured separately. CIP is requesting a budget reduction for this GC contract by \$75,000 and a deletion of the aforementioned scope.

Bid Package	Current Not-To-Exceed Construction Contract Amount	Scope and Budget Reduction	Revised Construction Contract
060	\$2,366,026	(\$75,000)	\$2,291,026

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Change Order For Bid Package 060 (RFCSP#17-008) in the 2013 Capital Improvement Program
2. Decline to Approve Change Order For Bid Package 060 (RFCSP#17-008) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Change Order For Bid Package 060 (RFCSP#17-008) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-006-99-000-000000 - \$ 75,000

COST:

\$75,000

VENDOR:

Tegrity Contractors, 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

TEA 006 Eastern Hills High School

RATIONALE:

A change order is required to delete scope and reduce budget associated with a WiFi Study Area allowance in the general contractor's agreement.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

**TOPIC: APPROVE CHANGE ORDER 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 for \$4,951,661. This contract includes an allowance for a WiFi study area at TEA 009 Polytech High School which will be deleted and be procured separately. CIP is requesting a budget reduction for this GC contract by \$75,000 and a deletion of the aforementioned scope.

Bid Package	Current Not-To-Exceed Construction Contract Amount	Scope and Budget Reduction	Revised Construction Contract
066A	\$4,951,661	(\$75,000)	\$4,876,661

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Change Order 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 - \$ 75,000

COST:

\$75,000

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 Polytech High School

RATIONALE:

A change order is required to delete scope and reduce budget associated with a WiFi Study Area allowance in the general contractor's agreement.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

**TOPIC: APPROVE CHANGE ORDER FOR BID PACKAGE 066B (RFCSP 17-066)
IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

On April 11, 2017 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Dennett Construction for the 2013 Capital Improvement Program Bid Package 066B (RFCSP #17-066). Negotiations with Dennett Construction were completed and a contract was issued and executed between the District and Dennett Construction for \$6,542,297. This contract includes an allowance for a WiFi study area at TEA 002 Arlington Heights High School which will be deleted and be procured separately. CIP is requesting a budget reduction for this GC contract by \$75,000 and a deletion of the aforementioned scope.

Bid Package	Current Not-To-Exceed Construction Contract Amount	Scope and Budget Reduction	Revised Construction Contract
066B	\$6,542,297	(\$75,000)	\$6,467,297

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Change Order for Bid Package 066B (RFCSP 17-066) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-002-99-000-000000 - \$ 75,000

COST:

\$75,000

VENDOR:

Dennett Construction

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 002 Arlington Heights High School

RATIONALE:

A change order is required to delete scope and reduce budget associated with a WiFi Study Area allowance in the general contractor's agreement.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE CHANGE ORDER FOR BID PACKAGE 017B (RFCSP #17-010) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On February 28, 2017 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract for general contractor of the 2013 Capital Improvement Program Bid Package 017B (RFCSP#17-010). This bid package includes finishes at TEA 010 Paschal High School’s Field House. Negotiations with Dennett Contractors were completed and a contract was issued between the District and Dennett Contractors for \$965,279. Additional costs have been identified including adding plumbing fixtures and associated infrastructure as well as the installation of a sheet rock acoustical ceiling in one room. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$35,000 to execute change orders for the items noted above. This change order can be funded from within the project budgets and therefore does not require the use of program contingency.

Bid Package	Current Construction Contract Amount	Amount Requested	Revised Construction Contract
017B	\$965,279	\$35,000	\$1,000,279

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Change Order For Bid Package 017B (RFCSP#17-010) in the 2013 Capital Improvement Program
2. Decline to Approve Change Order For Bid Package 017B (RFCSP#17-010) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Change Order For Bid Package 017B (RFCSP#17-010) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-010-99-000-000000 - \$ 35,000

COST:

\$35,000

VENDOR:

Dennett Contractors

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

TEA 010 Paschal High School

RATIONALE:

A change order in a not-to-exceed amount of \$35,000 which cannot be covered with the available funds within the General Contractor's Agreement is required to fund the scope changes. This change order will be funded from within the campus budgets and therefore does not require the use of Program Contingency.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

**TOPIC: APPROVE CHANGE ORDER 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 a new kitchen/cafeteria at TEA 126 East Handley Elementary School along with renovation work mainly consisting of emergency and exterior lighting. Also included in this bid package are renovations at both TEA 045 Forest Oak and Meadowbrook Middle Schools. Negotiations with MDI Inc. General Contractors were completed and a contract was issued between the District and MDI Inc. General Contractors for \$2,739,000. Additional costs have been identified at TEA 126 East Handley ES including the installation of a new 8 inch water main connection and additional structural support to the existing slab at the kitchen area. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$25,000 to execute a change order for the items noted above. This change order can be funded from within the project budgets and therefore does not require the use of program contingency.

Bid Package	Current Construction Contract Amount	Amount Requested	Revised Construction Contract
020	\$2,739,000	\$25,000	\$2,764,000

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Change Order For Bid Package 020 (RFCSP#17-003) in the 2013 Capital Improvement Program
2. Decline to Approve Change Order For Bid Package 020 (RFCSP#17-003) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Change Order 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 - \$ 25,000

COST:

\$25,000

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 change order in a not-to-exceed amount of \$25,000 which cannot be covered with the available funds within the General Contractor's Agreement is required to fund the scope changes. This change order will be funded from within the campus budgets and therefore does not require the use of Program Contingency.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
NOVEMBER 14, 2017**

**TOPIC: APPROVAL OF COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2017**

BACKGROUND:

The Texas Education Agency (TEA) requires the Board to take action to approve or disapprove the District's Annual Comprehensive Financial Report within 150 days of the District's fiscal year end. The Comprehensive Annual Financial Report for the year ended June 30, 2017, has been completed for board review and action prior to submission to TEA on or before November 29, 2017.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve The Comprehensive Annual Financial Report for the Year Ended June 30, 2017
2. Decline to Approve The Comprehensive Annual Financial Report for the Year Ended June 30, 2017
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve The Comprehensive Annual Financial Report for the Year Ended June 30, 2017

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

Note: Under separate board action, the Board of Education approved the external auditing firm of Weaver & Tidwell to perform this audit at a fee of \$131,000 for the 2016-2017 fiscal year.

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

Business & Finance

RATIONALE:

The Board is required to approve or disapprove the District's Comprehensive Annual Financial Report prior to the mandatory deadline to TEA

INFORMATION SOURCE:

Elsie I. Schiro
Lori Boswell
Michele Beck
Weaver & Tidwell, LLP

**CONSENT AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE PERMANENT EASEMENTS TO THE CITY OF FORT WORTH FOR PROPERTY INTERESTS NEAR FARRINGTON FIELD

BACKGROUND:

On April 14, 2015, the Board of Trustees approved administration to enter into negotiations to develop an agreement granting an easement for a dedicated roadway to improve traffic flow around West 7th Street, University Drive and West Lancaster Avenue. Then, on January 12, 2016, the Board of Trustees adopted the resolution to approve this MOU for property interests near Farrington Field. This authorization resulted in the development of a Memorandum of Understanding (MOU) between the City of Fort Worth (City) and Fort Worth ISD, effective February 1, 2016. In this MOU, FWISD agreed to conditionally dedicate an easement for the purpose of a public right-of-way, utilities and related infrastructure.

Additional permanent easements are now needed by the City to proceed with the Trail Drive extension to West Lancaster Avenue. They include a Permanent Pedestrian Access Easement to accommodate sidewalks and a Permanent Drainage Facility Easement to accommodate a future storm water improvement. (See attached exhibit.)

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Permanent Easements to the City of Fort Worth for Property Interests near Farrington Field
2. Decline to Approve Permanent Easements to the City of Fort Worth for Property Interests near Farrington Field
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Permanent Easements to the City of Fort Worth for Property Interests near Farrington Field

FUNDING SOURCE

Additional Details

No Cost

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District Operations
Athletics

RATIONALE:

FWISD and the City Have Been Collaborating on this Project for Several Years with Board Approval. Moving Forward Requires Approval of these Permanent Easements.

INFORMATION SOURCE:

Dr. Scribner
Art Cavazos
Elsie Schiro



LANCASTER AVENUE

FOCH STREET

YAN ZANDT LANE

PROPOSED STORM DRAINAGE CENTERLINE

EXISTING 36" WATER LINE

PROPOSED 36" WATER LINE

TRAIL DRIVE

TRAIL DRIVE

FWISD
FARRINGTON FIELD

UNIVERSITY DRIVE

EXIST. PROP. BOUNDARY

EXIST. PROP. BOUNDARY

FORT WORTH INDEPENDENT SCHOOL DISTRICT VOLUME 133E PAGE 200 DUE 11.1.17

FORT WORTH INDEPENDENT SCHOOL DISTRICT VOLUME 133E PAGE 601 DUE 11.1.17

FORT WORTH INDEPENDENT SCHOOL DISTRICT VOLUME 133E PAGE 601 DUE 11.1.17

	PROPOSED SIDEWALK EASEMENT 0.013 AC. (586.84 SF)
	PROPOSED STORM EASEMENTS 0.12 AC. (8,088 SF)
	PROPOSED WATER EASEMENT 0.17 AC. (1,201 SF)
	TEMP. WORKZONE AREA 2.08 AC. (90,692.02 SF)

FORT WORTH DUNAWAY
 520 Dunaway Avenue • Suite 408 • Fort Worth, Texas 76107
 (817) 228-1191
 Website: FW1114

**CONSENT AGENDA ITEM
BOARD MEETING
NOVEMBER 14, 2017**

TOPIC: APPROVE THE MINUTES FOR THE AUGUST 29, 2017, SEPTEMBER 19, 2017, AND OCTOBER 3, 2017 RACIAL EQUITY COMMITTEE MEETINGS

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Racial Equity Committee. The purpose of the Racial Equity Committee is to develop policy, recommend priorities for addressing equity concerns, and review progress toward agreed upon targets. The Equity Committee will also work with the community and businesses in a broader discussion and examination of the impact of issues of race, language, and culture on the local workforce, economy, and community.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the Minutes for the August 29, 2017, September 19, 2017, and October 3, 2017 Racial Equity Committee meetings.
2. Decline to Approve the Minutes for the August 29, 2017, September 19, 2017, and October 3, 2017 Racial Equity Committee meetings.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Minutes for the August 29, 2017, September 19, 2017, and October 3, 2017 Racial Equity Committee meetings.

FUNDING SOURCE

Additional Details

No Cost

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Departments and Campuses in FWISD

RATIONALE:

Approval of the attached Equity Committee minutes allows the District to provide the public with an official record of any given meeting.

INFORMATION SOURCE:

Racial Equity Committee



FORT WORTH ISD MISSION:
 PREPARING ^{all} STUDENTS FOR SUCCESS IN
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee**

Meeting Minutes

Tuesday, October 3, 2017 at 4:00 p.m.

FWISD Board Conference Room, 2903 Shotts, St., Fort Worth, TX 76107

Committee Members Present:

Anderson, Sue	Hamilton, Melinda	Krochmal, Dr. Max	Richter, Breinn
Beltran, Erika	Harris, Cleveland	Mattingly, Cissy	Rincón, Cynthia
Breed, Sherry	Harrison-Jordan, Tina	Monge, Sammy	Robbins, Norman
Chavez, Aracely	Hazard, Jessica	Moss, Christene	Turcios, Carlos
Clark, Rickie	Herrera, Alfonso	Nixon, Glenn	Villegas, Veronica
Cytron-Walker, Adena	Hickman, Dr. Olga	Phillips, Quinton	Walker, Carlos
Grover, Barbara	Hodges, Charles	Ramos, Jr., Jacinto	Walls, Ray

Committee Members Absent:

Adame, Cassandra	Hobaish, Julio	Moore, Jerry	Scribner, Dr. Kent P
Alphonse, Jimmy	Jones, Cara	Muñoz, Dr. Robert	Valdez, Yovanka
Ayala Teresa	Jones, Trevon	Poullard, Eric	West, Bill
Gravelle, Elizabeth	Johnson, Steven	Paz, Ashley	Young, Patricia
Griffith, Barbara	Lassiter, Shawn	Rogers, Andrea	

Visitors / Presenters:

Aery, Danielle	Austin, Malik	Bey, Jonathan	Schiro, Elsie
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CALL TO ORDER

- Dr. Max Krochmal called the meeting to order at 4:03 p.m.
- Introduction of Racial Equity Committee members and/or Visitors
- Approval of minutes from prior meeting
- Review of Racial Equity Committee meeting protocol

DISCUSSION ITEMS:

1. FWISD business practices related to Historically Underutilized Businesses (HUB).

- Elsie Schiro, Jonathan Bey, and Danielle Aery presenting
- Bid award criteria (RFPs, etc.)
 - FWISD adheres to Texas Education Code 44.031b which outlines the criteria required for bid awards. Criteria include: Price, References, Quality, How well they meet the District's needs, Past work with the District, Long-Term Costs, Texas Preference, and *HUB Compliance*

- To be certified as a HUB, a business must go through a lengthy application process with a certifying agency.
- Board Policy requires that at least 25% of District work must be performed by HUB certified contractors/sub-contractors.
- FWISD HUB Evaluation (points) is based on “Prime-HUB” v. “Sub-HUB” contractor status
 - Prime-HUB & Sub-HUB = 10 pts
 - Prime non-HUB & Sub-HUB = 7 pts
 - Prime-HUB & Sub non-HUB = 4 pts
 - Prime non-HUB & Sub non-HUB = 0 pts
- There are 3 types of Bid awards
 - Single awards – only one vendor wins the bid based on specific need.
 - Multiple awards (pre-need) - multiple vendors qualify (Ex: Office supply vendors)
 - Purchasing COOPs – Purchasing mechanism to use entities other than FWISD (Ex: Buy Board).
 - FWISD is a member of 18 different purchasing COOPs
- HUB spending (Capital Improvement Program/2013 Bond)
 - 2013 Bond contracts exceed the 25% requirement:
 - Summary of overall program, as of July 31, 2017:
 - Program Manager: HUB subcontractors 44%
 - Architect/Engineer: HUB subcontractors 34%
 - Construction (CSP, CMAR, & JOC): HUB subcontractors 29%
 - Third Party Services: HUB subcontractors/Prime 43%

2. Historical context of Educational Inequality in Texas.

- *To be presented at a later date*

3. Article discussion

- *By age 3, inequality is clear: Rich kids attend school, poor kids stay with a grandparent by [Heather Long](#)*

Reminders:

- Please review the Guidelines for the Racial Equity Committee
- Next Meeting: Tuesday, October 17, 2017 4:00-5:30 p.m. - to be moved to Mon., Oct. 23rd

ADJOURN: Meeting adjourned at 5:32 p.m.

Signed:  Date: 10/23/17
 Mrs. Christene Moss, Co-Chair

Signed:  Date: 10/23/17
 Dr. Max Krochmal, Co-Chair

/clm; bg



FORT WORTH ISD MISSION:
all
 PREPARING STUDENTS FOR SUCCESS IN
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee**

Meeting Minutes

Tuesday, September 19, 2017 at 4:00 p.m.

FWISD Board Conference Room, 2903 Shotts, St., Fort Worth, TX 76107

Committee Members Present:

Breed, Sherry	Hodges, Charles	Moss, Christene	Rincón, Cynthia
Chavez, Aracely	Johnson, Steven	Nixon, Glenn	Robbins, Norman
Clark, Rickie	Krochmal, Dr. Max	Paz, Ashley	Turcios, Carlos
Grover, Barbara	Lassiter, Shawn	Phillips, Quinton	Villegas, Veronica
Harris, Cleveland	Mattingly, Cissy	Ramos, Jr., Jacinto	Walker, Carlos
Harrison, Tina	Monge, Sammy	Richter, Breinn	West, Bill
			Young, Patricia

Committee Members Absent:

Alphonse, Jimmy	Hickman, Dr. Olga	Moore, Jerry	Rogers, Andrea
Gravelle, Elizabeth	Jones, Cara	Muñoz, Dr. Robert	Scribner, Dr. Kent P
Griffith, Barbara	Jones, Trevon	Poullard, Eric	

Visitors / Presenters:

Carroll, Charles	El, Robert	Ponder, Karen	Saenz, David
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CALL TO ORDER

- Mrs. Christene Moss called the meeting to order at 4:00 p.m.
- Introduction of Racial Equity Committee members and/or Visitors
- Approval of minutes from prior meeting
- Review of Racial Equity Committee meeting protocol

DISCUSSION ITEMS:

1. School Choice: The effects of choice programs on neighborhood schools.

- Charles Carroll, David Saenz, and Karen Ponder presenting
- Data request (handouts)
- Presenters shared current enrollment numbers and percentages regarding Programs of Choice (POC) by school. Schools of Choice (SOC) data was not available at this time.
 - Program of Choice (POCs) are offered at a traditional campus, in a neighborhood, therefore, those children have first choice;

- Schools of Choice (SOCs) - YMLA, YWLA, TABS, WLI, Marine Creek Collegiate HS, TCC South Collegiate HS, Montessori campuses, and Applied Learning Campuses
- Most campus data indicate participation by ethnicity to align with the overall campus demographics. Though there are a few that need to be researched to determine why they seem skewed.
- POCs with the same focus can vary greatly from campus to campus. The new Executive Director plans to review programs for inequities and make recommendations for change.
- Students can receive advanced certifications as they progress through programs, though many have not taken advantage of this opportunity for a variety of reasons.
- The District will explore all systems and how all school programs can be strengthened.
- The committee requested that the presenters review all programs and demographics, then share that information with the committee for further discussion
- The presenters will send both POC and SOC data electronically to this group

2. Update on Marketing Plan for Equity Pledge and Policy.

- The Division of Equity & Excellence has been working with the Communications department to design a half-card “Racial Equity Policy” piece for distribution to campuses and the community.
- A poster, geared toward our student population is being designed and will be shared with students for feedback.
- All of these marketing/awareness items will be available in English and Spanish. If other languages are needed/requested, we will accommodate those requests.

3. Discuss November and December meeting dates (Election day, 11/7/17).

- Cancel November 7th (Election Day) and move to 13th
- Division of Equity & Excellence staff will send electronic calendar invites as well as the final list of dates & locations,

4. Reflections on the Racial Equity Committee Equity Training.

Reminders:

- TCU Comparative Race and Ethnic Studies Presents: 2017 Fall Speaker Series (handout)
- Please review the Guidelines for the Racial Equity Committee
- Next Meeting: Tuesday, October 3, 2017 4:00-5:30 p.m.
- My Brother’s Keeper “LIT” meeting; November 4, 2017; location and other information will be shared at a later date.

ADJOURN: Meeting adjourned at 5:34 p.m.

Signed:  Date: 10/3/17
Mrs. Christene Moss, Co-Chair

Signed:  Date: 10/3/17
Dr. Max Krochmal, Co-Chair

/clm; bg



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 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee
 Meeting Minutes**

Tuesday, August 29, 2017 at 4:00 p.m.

FWISD Board Conference Room, 2903 Shotts, St., Fort Worth, TX 76107

Committee Members Present:

Breed, Sherry	Krochmal, Dr. Max	Paz, Ashley
Clark, Rickie	Lassiter, Shawn	Phillips, Quinton
Grover, Barbara	Mattingly, Cissy	Rincón, Cynthia (Mayer, Cliff)
Hickman, Dr. Olga	Moss, Christene	Robbins, Norman
Hodges, Charles	Muñoz, Dr. Robert	Walker, Carlos

Committee Members Absent:

Alphonse, Jimmy	Jones, Trevon	Ramos, Jr., Jacinto
Gravelle, Elizabeth	Monge, Sammy	Rogers, Andrea
Griffith, Barbara	Moore, Jerry	Scribner, Dr. Kent P
Johnson, Steven	Poullard, Eric	Young, Patricia
Jones, Cara		

Visitors / Presenters:

El, Robert	Harris, Cleveland	Richter, Breinn
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Dr. Max Krochmal called the meeting to order at 4:05 p.m.

CALL TO ORDER

- Introduction of Racial Equity Committee members and/or Visitors
- Approval of minutes from prior meeting
- Review of Racial Equity Committee meeting protocol

DISCUSSION ITEMS:

1. Revisit and Discuss FWISD Equity Policy and Pledge.

- The committee accepted the suggested revisions
- We need to move forward with branding and marketing of pledge, policy AE (LOCAL) - District Racial and Ethnic Equity Policy, and other materials to raise awareness and remind people about the work taking place in the District
- Suggestions were to add the pledge and policy to the Equity and Excellence webpage, employee handbook, report cards, etc.



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2. Discuss Priorities and Goals for 2017-2018 (Action Teams).

- The 6 Action Teams have been combined so we now have 3 Action Teams that will focus on:
 - Early Literacy
 - Discipline
 - College & Career Readiness
- Goals and priorities for each Action Team will need to be established.
- Action Teams must identify measurable goals that align with District, Board & Superintendent's goals.
- It will be mandatory for each Action Team to include community members.
- Action Teams need to recruit parents and students and find ways to take our work out to the community, e.g. meet at the Dock Bookshop, on campuses, (locations other than the Admin Bldg.)
- Parent and student taskforce/committee for best practices to support
- Piggy-back on the Safe Schools Resolution passed by the Board this school year
- Communication needs to improve; out of the box thinking; town hall meetings; oversight committee for each campus; SBDMs

3. Discuss Expectations & Guidelines for REC Committee members.

- Committee members were asked to review the expectations and guidelines re: attendance and participation in the meetings

4. Review and set Meeting Schedule for 2017-2018.

- Please see handout for future meetings dates & times

Reminders:

- **Nomination of New Members** – send email to Committee Chairpersons
- **Racial Equity Training for the REC Members** - Fri., Sept. 1, 2017 8:30-12:30 PDC 243

Agenda Items for Next Meeting (see topics listed above):

- Next meeting, Tuesday, September 19, 2017, 4:00-5:30
- School Choice: the effects of choice programs on neighborhood schools

ADJOURN: Meeting adjourned at 5:32 p.m.

Signed: _____ Date: _____
Mrs. Christene Moss, Co-Chair

Signed: _____ Date: _____
Dr. Max Krochmal, Co-Chair

/clm; bg

**ACTION AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE AMENDED BOARD OF EDUCATION MINUTES

BACKGROUND:

In accordance with the Texas Code Chapter 551 and the Texas Open Meetings Act, the Board approved the minutes for the August 15, 2017 Board Meeting at the September 12, 2017 Board Meeting. After reviewing the minutes from the August 15th meeting, a discrepancy was noted. Media Manager, which is the software that captures the voting results, was not the same as the actual vote that took place for Item # 14, "Accept Consent Agenda."

After reviewing the video from the August 15, 2017 Board Meeting, the following are the amended minutes for Item # 14, "Accept Consent Agenda":

The motion was approved.

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

Abstain: Anael Luebanos.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve amended Board of Education minutes.
2. Decline to Approve amended Board of Education minutes.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve amended Board of Education minutes.

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth ISD Board of Education

RATIONALE:

Approval of the amended minutes for the August 15, 2017 Board Meeting will ensure the public is provided with an accurate official record of the meeting.

INFORMATION SOURCE:

Sammy Monge

**ACTION AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE THE CREATION OF A SPECIAL BOARD COMMITTEE TO REVIEW AND UPDATE BOARD POLICY BBFA (LOCAL)

BACKGROUND:

The Fort Worth Independent School District (FWISD) Board of Trustees are committed to ensuring all board policies are updated and aligned to the current work of the District. The purpose of this Special Board Committee is to develop a BBFA (LOCAL) policy that is committed to the ethical standards each trustee believes is best to allow the Board to maximize student outcomes and outcomes for the employees of FWISD.

The creation of this Special Board Committee to review and update board policy BBFA (LOCAL) is in accordance with board policy BDB (LOCAL). If approved, the Board President appoints the following individuals to be part of this committee:

- The current Board Policy Committee (Ashley Paz, Ann Sutherland, Christene Moss, and T.A. Sims)
- Staff members (Ramona Soto, Alexander Athanason, Sammy Monge, Mia Hall, Cissy Mattingly, and Jerry Moore)

The Special Board Committee may consult with outside legal counsel as needed.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the creation of a Special Board Committee to review and update board policy BBFA (LOCAL).
2. Decline to Approve the creation of a Special Board Committee to review and update board policy BBFA (LOCAL).
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Board decision.

FUNDING SOURCE

Additional Details

General Fund

199-41-6211-001-750-99-409-000000

COST:

To be determined, if needed

VENDOR:

To be determined, if needed

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

Fort Worth ISD Board of Education

RATIONALE:

To ensure BBFA (LOCAL) policy is well researched and amended with the results reported to the Board at the December 12, 2017 Board Meeting for approval.

INFORMATION SOURCE:

Tobi Jackson, FWISD Board President

**ACTION AGENDA ITEM
BOARD MEETING
November 14, 2017**

**TOPIC: APPROVE CANVASSING RETURNS AND DECLARING THE RESULTS OF
A TAX RATIFICATION ELECTION**

BACKGROUND:

On November 7, 2017, an election was held for Fort Worth ISD Tax Ratification Election. Pursuant to Section 67.003 of the Election Code, canvassing of votes by the Fort Worth ISD Board of Education must occur no later than the 11th day after the election date.

Pursuant to Section 67.004 of the Election Code, two members of the authority constitute a quorum for the purpose of canvassing an election.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Canvassing Returns and Declaring the Results of a Tax Ratification Election
2. Decline to Approve Canvassing Returns and Declaring the Results of a Tax Ratification Election
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Canvassing Returns and Declaring the Results of a Tax Ratification Election

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth ISD Board of Education / Fort Worth ISD Division of Business & Finance

RATIONALE:

Pursuant to Election Code Section 67.002 (2), a political subdivision's governing body must conduct the canvass of precinct returns within the timeframe dictated by Election Code Section 67.003.

INFORMATION SOURCE:

Elsie Schiro
Ann Marie Shelton

**AN ORDER CANVASSING RETURNS AND DECLARING THE RESULTS OF A
TAX RATIFICATION ELECTION HELD IN THE FORT WORTH
INDEPENDENT SCHOOL DISTRICT ON NOVEMBER 7, 2017**

THE STATE OF TEXAS §
TARRANT COUNTY §
FORT WORTH INDEPENDENT SCHOOL DISTRICT §

WHEREAS, the Board of Education (the “Board”) of the Fort Worth Independent School District (the “District”) ordered an election to be held in the District on November 7, 2017 (the “Election”) on the PROPOSITION A hereinafter stated; and

WHEREAS, the Board has investigated all matters pertaining to the Election, including the matters set forth in paragraph 2 below; and

WHEREAS, the Board finds and determines that the results of the Election as canvassed and tabulated herein reflects the expressed desires of the resident and qualified voters of the District.

THEREFORE, BE IT ORDERED BY THE BOARD OF EDUCATION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT THAT:

1. All the recitals contained in the preambles of this Order are found to be true and are adopted as findings of fact by the Board and as part of its official record.

2. It is found and determined that (a) the Election was duly ordered, (b) proper notice of the Election was duly given, (c) proper election officers were duly appointed prior to the Election, (d) the Election was duly and in all respects held, (e) the District has complied with applicable law including the Texas Election Code, (f) due returns of the result of the Election have been made and delivered, and (g) the Board has duly canvassed said returns, all in accordance with law and the Order calling the Election.

3. Upon consideration of the returns of the Election, it is found and determined that the following votes were cast at the Election on the submitted PROPOSITION A by the resident, qualified voters of the District, who voted at the election:

FORT WORTH INDEPENDENT SCHOOL DISTRICT PROPOSITION A

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

4. It is found, determined and declared that the result of the Election to be that the PROPOSITION A so submitted has received a favorable majority vote in all respects and has carried and that as a result of this canvass, the tax rate adopted by the Board and approved by the aforesaid PROPOSITION A may be levied, assessed and collected annually as voted and provided by law.

5. It is found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

PASSED AND APPROVED this 14th day of November, 2017.

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

ATTEST:

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

CERTIFICATE FOR ORDER CANVASSING TAX RATIFICATION ELECTION RESULT

THE STATE OF TEXAS §
TARRANT COUNTY §
FORT WORTH INDEPENDENT SCHOOL DISTRICT §

We, the undersigned officers of the Board of Education of the Fort Worth Independent School District (the "District"), hereby certify as follows:

1. The Board of Education (the "Board") of said District convened in REGULAR MEETING ON THE 14th DAY OF NOVEMBER, 2017 (the "Meeting"), and the roll was called of the duly constituted officers and members of said Board, to wit:

Tobi Jackson,	President
Christene Chadwick Moss	Vice President
Anael Luebanos	Secretary
Judy Needham	Trustee
Ashley Paz	Trustee
Jacinto Ramos, Jr.	Trustee
Norman Robbins	Trustee
T.A. Sims	Trustee
Ann Sutherland	Trustee

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written order entitled:

**AN ORDER CANVASSING RETURNS AND DECLARING THE RESULTS
OF A TAX RATIFICATION ELECTION HELD IN THE FORT WORTH
INDEPENDENT SCHOOL DISTRICT ON NOVEMBER 7, 2017**

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried with all members present voting "AYE" except the following:

NAY: _____.

ABSTAIN: _____.

2. That a true, full, and correct copy of the aforesaid Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said Meeting pertaining to the passage of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Order would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 14th day of November, 2017.

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

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

(DISTRICT SEAL)

**ACTION AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE CANVASSING RETURNS AND DECLARING THE RESULTS OF BOND ELECTION

BACKGROUND:

On November 7, 2017, an election was held for Fort Worth ISD Bond Election. Pursuant to Section 67.003 of the Election Code, canvassing of votes by the Fort Worth ISD Board of Education must occur no later than the 11th day after the election date.

Pursuant to Section 67.004 of the Election Code, two members of the authority constitute a quorum for the purpose of canvassing an election.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Canvassing Returns and Declaring the Results of A BOND ELECTION
2. Decline to Approve Canvassing Returns and Declaring the Results of A BOND ELECTION
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Canvassing Returns and Declaring the Results of a Bond Election

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth ISD Board of Education / Fort Worth ISD Division of Business & Finance

RATIONALE:

Pursuant to Election Code Section 67.002 (2), a political subdivision's governing body must conduct the canvass of precinct returns within the timeframe dictated by Election Code Section 67.003.

INFORMATION SOURCE:

Elsie Schiro
Ann Marie Shelton

AN ORDER CANVASSING RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION HELD IN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT ON NOVEMBER 7, 2017

THE STATE OF TEXAS §
TARRANT COUNTY §
FORT WORTH INDEPENDENT SCHOOL DISTRICT §

WHEREAS, the Board of Education (the “Board”) of the Fort Worth Independent School District (the “District”) ordered an election to be held in the District on November 7, 2017 (the “Election”) on the PROPOSITION B hereinafter stated; and

WHEREAS, the Board has investigated all matters pertaining to the Election, including the matters set forth in paragraph 2 below; and

WHEREAS, the Board finds and determines that the results of the Election as canvassed and tabulated herein reflects the expressed desires of the resident and qualified voters of the District.

THEREFORE, BE IT ORDERED BY THE BOARD OF EDUCATION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT THAT:

1. All the recitals contained in the preambles of this Order are found to be true and are adopted as findings of fact by the Board and as part of its official record.

2. It is found and determined that (a) the Election was duly ordered, (b) proper notice of the Election was duly given, (c) proper election officers were duly appointed prior to the Election, (d) the Election was duly and in all respects held, (e) the District has complied with applicable law including the Texas Election Code, (f) due returns of the result of the Election have been made and delivered, and (g) the Board has duly canvassed said returns, all in accordance with law and the Order calling the Election.

3. Upon consideration of the returns of the Election, it is found and determined that the following votes were cast at the Election on the submitted PROPOSITION B by the resident, qualified voters of the District, who voted at the election:

FORT WORTH INDEPENDENT SCHOOL DISTRICT PROPOSITION B

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

4. It is found, determined and declared that the result of the Election to be that the PROPOSITION B so submitted has received a favorable majority vote in all respects and has carried and that as a result of this canvass, the aforesaid bonds may be issued, and the aforesaid bond tax may be levied, assessed and collected annually as voted and provided by law.

5. It is found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

PASSED AND APPROVED this 14th day of November, 2017.

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

ATTEST:

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

CERTIFICATE FOR ORDER CANVASSING BOND ELECTION RESULT

THE STATE OF TEXAS §
TARRANT COUNTY §
FORT WORTH INDEPENDENT SCHOOL DISTRICT §

We, the undersigned officers of the Board of Education of the Fort Worth Independent School District (the "District"), hereby certify as follows:

1. The Board of Education (the "Board") of said District convened in REGULAR MEETING ON THE 14th DAY OF NOVEMBER, 2017 (the "Meeting"), and the roll was called of the duly constituted officers and members of said Board, to wit:

Tobi Jackson,	President
Christene Chadwick Moss	Vice President
Anael Luebanos	Secretary
Judy Needham	Trustee
Ashley Paz	Trustee
Jacinto Ramos, Jr.	Trustee
Norman Robbins	Trustee
T.A. Sims	Trustee
Ann Sutherland	Trustee

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written order entitled:

AN ORDER CANVASSING RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION HELD IN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT ON NOVEMBER 7, 2017

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried with all members present voting "AYE" except the following:

NAY: _____.

ABSTAIN: _____.

2. That a true, full, and correct copy of the aforesaid Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said Meeting pertaining to the passage of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Order would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 14th day of November, 2017.

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

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

(DISTRICT SEAL)

**ACTION AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE AUTHORIZATION FOR SUPERINTENDENT OR DESIGNEE TO ENTER INTO A CONTRACT WITH A SELECTED OWNER'S REPRESENTATIVE FOR PROGRAM MANAGEMENT SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM (RFQ 18-030)

BACKGROUND:

On November 7, 2017, Fort Worth voters approved Proposition B, a \$750 million bond to be utilized for district wide capital improvements including, but not limited to, large renovation and expansion projects, concentrated on the District's 14 comprehensive high schools, the construction of a new elementary school to relieve overcrowding and one small specialized high school.

The District determined that engaging the assistance of a team of construction industry professionals, referred to as an Owner's Representative (OR), was the most flexible, cost effective means to achieve the coordination necessary to meet the demand of a 6-Year incrementally funded Capital Improvement Program (CIP). The OR's team will have the combined experience necessary to manage a CIP of the size and magnitude based on the projected annual expenditures of the 2017 Fort Worth ISD CIP.

On September 18, 2017, the District released a Request for Qualifications (RFQ 18-030) for the 2017 Capital Improvement Program Owner's Representative (OR). On October 10, 2017, the District received 8 proposals in response to the RFQ. On October 24, 2017, District Leadership brought an agenda item to the Board seeking authorization for the superintendent or designee to qualify and rank qualified firms and to negotiate terms and conditions of a contract. The Board approved this authorization by a vote of 7 for and 0 against.

On October 31, 2017 interviews were conducted using published evaluation criteria. The next step of the evaluation/selection process required the top ranked firm to submit its plan for complying with the District's HUB program. Following the approval of the HUB plan, the evaluation/selection committee then proceeded with formal negotiations with the top ranked firm in accordance with Government Code Sec. 2254.003, which states that selection and award will be:

1. On the basis of demonstrated competence and qualifications to perform the services; and
2. For a fair and reasonable price.

The Capital Improvement Program (CIP) seeks authorization from the Board to enter into a contract with a selected Owner's Representative to provide program management services for the 2017 Capital Improvement Program. If for some reason the District fails to enter into an

agreement, the CIP shall formally end negotiations with the selected firm and the RFQ for Owner's Representative Services will be reposted.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization For Superintendent Or Designee To Enter Into A Contract With A Selected Owner's Representative for Program Management Services For The 2017 Capital Improvement Program (RFQ 18-030).
2. Decline to Approve Authorization For Superintendent Or Designee To Enter Into A Contract With A Selected Owner's Representative for Program Management Services For The 2017 Capital Improvement Program (RFQ 18-030).
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization For Superintendent Or Designee To Enter Into A Contract With A Selected Owner's Representative for Program Management Services For The 2017 Capital Improvement Program (RFQ 18-030).

FUNDING SOURCE

Additional Details

2017 CIP

COST:

Not To Exceed \$27,236,076

VENDOR:

PROCEDEO

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

RATIONALE:

The District is seeking an Owner’s Representative (OR) to work with District staff to manage the 2017 Capital Improvement Program from planning until the closeout process is complete on all projects.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro

DRAFT AIA® Document C171™ - 2013

Standard Form of Agreement Between Owner and Program Manager for use in a Multiple Project Program

AGREEMENT made as of the « 15Th » day of « November » in
the year « TWO THOUSAND SEVENTEEN »
(In words, indicate day, month and year.)

BETWEEN the Program Manager's client identified as the Owner:
(Name, legal status, address and other information)

«Fort Worth Independent School District »
«100 N. University Drive, Suite SW 172 »
«Fort Worth, Texas 76107 »
«Phone: 817-871-2000»
«Fax: 817-871-2385 »

and the Owner's Representative:
(Name, legal status, address and other information)

«Procedeo Group Joint Venture »« »
«10625 North County Road »
« Frisco, TX 75033 »
« »

for the following Program:
(Name, location, and detailed description of the group of buildings and/or site
improvement projects included in the Program)

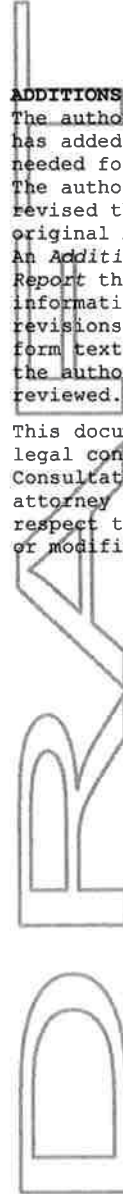
«Fort Worth Independent School District 2017 Capital Improvement Program »

The Owner and Program Manager agree as follows.

In this Agreement, the term "Program Manager" means the Owner's Representative.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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TABLE OF ARTICLES

1	PROGRAM INFORMATION AND INITIAL INFORMATION
2	PROGRAM MANAGER'S RESPONSIBILITIES
3	SCOPE OF PROGRAM MANAGER'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COPYRIGHTS AND LICENSES
7	CLAIMS AND DISPUTES
8	TERMINATION OR SUSPENSION
9	MISCELLANEOUS PROVISIONS
10	COMPENSATION
11	SPECIAL TERMS AND CONDITIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 PROGRAM INFORMATION AND INITIAL INFORMATION

§ 1.1 This Agreement is based on the Program Information and Initial Information set forth in Sections 1.2 and 1.3.

§ 1.2 Program Information

(Insert the requested Program Information below. For information that is not provided, insert a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.2.1 Preliminary description of the projects comprising the Program:

(Identify proposed use, size, or other known information for each project in the Program.)

« Procedeo Group Joint Venture will represent the Owner, Fort Worth Independent School District ("FWISD"), as the Program Manager (PM). Projects to be managed include a program value of Six Hundred Eighty One Million Six Hundred Fifty Six Thousand Six Hundred Fifty Dollars (\$681,656,650.00)renovation and additions projects set out in Exhibit A.

§ 1.2.2 Location of each project in the Program:

«Within the geographical boundaries of Fort Worth Independent School District. »

§ 1.2.3 Preliminary assessment of the condition of existing facilities or sites, if any:

(Identify or describe written reports of the conditions of existing facilities or sites.)

«The Innovative Learning for Our Future "Long Range Facilities Master Plan as prepared by PBK Architects and dated August 8, 2017 »

§ 1.2.4 Funding source:

(Identify anticipated funding sources, and deadlines or schedules related to funding, as well as whether funding is authorized.)

«The project funding will be from the sale of bonds from the 2017 bond referendum.»

§ 1.2.5 The Owner's budget for the Program, including the budgets for each project in the Program:
(Provide the Owner's total budget for the Program and, if known, a line-item breakdown of all costs described in Section 3.4.1.)

« See Exhibit A »

§ 1.2.6 The Owner's intended procurement or delivery methods for design and construction of the projects in the Program.
(Identify method such as competitive bid, negotiated contract, multiple prime contracts or construction management.)

«To be determined by the Owner's Board of Trustees: Competitive Sealed Proposal (CSP), Construction Manager-At-Risk (CMAR) or Job Order Contract (JOC). In this Agreement, the terms "Contractor" or "General Contractor" mean the General Contractor on a CSP Project or JOC Project or a Construction Manager-at-Risk on a CMAR Project.»

§ 1.2.7 Anticipated scheduling information:
(Include overall Program duration and milestones. If known, include proposed dates for commencement and completion of design, commencement and completion of construction, occupancy, and any other critical scheduling information for each project in the Program.)

- .1 Anticipated dates of Program commencement and completion:
 - .1 Commencement of design, if other than the date of this Agreement:
« »
 - .2 Completion of design:
« »
 - .3 Commencement of construction
« »
 - .4 Completion of construction
« »
- .2 Other Program scheduling information:

«Contract effective from December 1, 2017 to December 31, 2023 or as may be amended by mutual agreement. »

§ 1.2.8 Other information regarding the Program:
(Identify any other available studies or reports, as well as special characteristics or needs of the Program, such as environmentally responsible design or historic preservation requirements, not provided elsewhere.)

«To be determined by Owner's Board of Trustees. »

§ 1.3 Initial Information

(Insert the requested Initial Information below. For information that is not to be provided, insert a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

To be determined at a later date by mutual agreement

§ 1.3.1 The Owner will retain the following consultants and contractors:

(List name, discipline, address and other information. If the Owner will retain a consultant or contractor for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)

«To be determined by the Owner's Board of Trustees. »

§ 1.3.2 The Program Manager will retain the consultants identified in Sections 1.3.2.1 and 1.3.2.2:

§ 1.3.2.1 Consultants retained under Basic Services:

(List name, discipline, address and other information. If the Program Manager will retain a consultant for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)

« To be determined at a later date by mutual agreement. »

§ 1.3.2.2 Consultants retained under Additional Services:

(List name, discipline, address and other information. If the Program Manager will retain a consultant for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)

«To be determined at a later date by mutual agreement. »

§ 1.3.3 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

«Vicki D. Burris »

«Chief of Capital Improvement Program »

«Capital Improvement Program »

«2821 Cullen Street »

«Fort Worth, TX 76107 »

« »

§ 1.3.4 The persons or entities, in addition to the Owner's representative, who are required to review and approve the Program Manager's submittals to the Owner are as follows:

(List name, address and other information.)

Elsie I. Schiro

Chief Financial Officer

Fort Worth Independent School District

100 N. University

Fort Worth, TX 76107»

§ 1.3.5 The Program Manager identifies the following representative in accordance with Section 2.4:

(List name, address and other information.)

«Barry Brock »

«Program Director »

«Procedeo Group Joint Venture »

«10625 North County Road »

«Frisco, TX 75033 »

« »

§ 1.3.6 Other Initial Information on which the Agreement is based:

«N/A »

§ 1.4 The Owner and Program Manager may rely on the Program Information and Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Program Manager shall appropriately adjust the schedules, the Program Manager's services and the Program Manager's compensation.

ARTICLE 2 PROGRAM MANAGER'S RESPONSIBILITIES

§ 2.1 The Program Manager shall provide the services as set forth in this Agreement and the Request for Qualifications Number 18-030, dated September 18, 2017, attached as Exhibit B.

§ 2.1.1 To the extent of any conflict between the terms of this Agreement or any related Contract Documents, the terms specifying the greater quality or quantity will control.

§ 2.2 The Program Manager shall perform its services consistent with the skill and care ordinarily provided by program managers practicing in the same or similar locality under the same or similar circumstances. The Program Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Program.

§ 2.3 The Program Manager, as soon as practicable after execution of the Agreement, shall confirm in writing to the Owner the names and qualifications of its proposed key staff members. Upon written request of the Owner, the Program Manager will remove from the Program any employee of the Program Manager to whom the Owner makes a reasonable objection. The Program Manager shall replace any such employee with an equally qualified employee in a timely manner.

§ 2.4 The Program Manager shall identify a representative authorized to act on behalf of the Program Manager with respect to the Program.

§ 2.5 Except with the Owner's knowledge and consent, the Program Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Program Manager's judgment with respect to the Program.

§ 2.6 The Program Manager shall provide its services in cooperation with the services provided by the Owner and the Owner's consultants and contractors and shall coordinate its services with those services provided by the Owner and the Owner's consultants and contractors. The Program Manager shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants and contractors. The Program Manager shall provide prompt written notice to the Owner if the Program Manager becomes aware of any error, omission or inconsistency in such services or information.

§ 2.7 The Program Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Program Manager normally maintains, the Owner shall reimburse the Program Manager for any additional cost.

§ 2.7.1 Commercial General Liability with policy limits of not less than «One Million Dollars and Zero Cents» (\$«1,000,000.00») for each occurrence and «Two Million Dollars and Zero Cents» (\$«2,000,000.00») in the aggregate for bodily injury and property damage. The Owner shall be named as an additional insured on the Program Manager's Commercial General Liability policy.

§ 2.7.2 Automobile Liability covering owned and rented vehicles operated by the Program Manager with policy limits of not less than «One Million Dollars and Zero Cents» (\$«1,000,000.00») combined single limit and aggregate for bodily injury and property damage. The Owner shall be named as an additional insured on the Program Manager's Automobile Liability policy.

§ 2.7.3 The Program Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. The Owner shall be named as an additional insured on the Program Manager's umbrella or excess insurance policy.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than «One Million Dollars and Zero Cents» (\$«1,000,000.00»).

§ 2.7.5 Professional Liability covering the Program Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than «One Million Dollars and Zero Cents» (\$«1,000,000.00») per claim and in the aggregate.

§ 2.7.6 The Program Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and umbrella or excess policies. The certificate should have a separate line for Errors & Omissions for ~~Two Million Dollars and Zero Cents~~ (~~\$2,000,000.00~~) per project in aggregate.

§ 2.7.7 The Program Manager will require the Program Manager's consultants to provide insurance in the amounts listed in this Article 2.

§ 2.7.8 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner.

§ 2.7.9 Insurance provided pursuant to this Article shall be considered a part of the Program Manager's Basic Services and shall not be a Reimbursable Expense under this Agreement.

§ 2.7.10 If the Program Manager is not a Historically Under Utilized Business ("HUB"), the Program Manager will comply with the requirements of FWISD's HUB Program [See Section 3.7.10].

ARTICLE 3 SCOPE OF PROGRAM MANAGER'S BASIC SERVICES

§ 3.1 General

§ 3.1.1 The Program Manager's Basic Services consist of those described in this Article 3. The Program Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Program Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs employed in connection with the construction of the projects in the Program, nor shall the Program Manager be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, a project in accordance with the plans, specification or other contract or legal requirements. The Program Manager shall be responsible for the Program Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Owner's consultants or contractors.

§ 3.1.2 The Program Manager shall periodically review the development of the design for each project in the Program and provide recommendations for systems, materials, equipment and techniques that are utilized to achieve the Design Standards established pursuant to Section 3.3.4. The Program Manager shall provide advice on construction feasibility, availability of materials and labor, and procurement and time requirements for installation and construction.

§ 3.1.3 The Program Manager shall determine the need for retaining consultants to provide professional and other services for each project in the Program, and assist the Owner in reviewing qualifications and selecting any such consultants.

§ 3.1.4 The Program Manager shall assist the Owner in selecting the services of independent testing laboratories, review their reports and make recommendations to the Owner.

§ 3.1.5 The Program Manager shall assist the Owner in reviewing the qualifications of, and in selecting and retaining contractors for each project in the Program.

§ 3.1.6 The Program Manager shall assist the Owner in establishing building information modeling and digital data protocols for the projects in the Program as appropriate.

§ 3.1.7 Program Manager will provide an on-site Program Management Team with appropriate administrative support during the entirety of the Program. Membership of this team will be stable, and any proposed personnel changes must be approved in advance by Owner's Representative.

§ 3.1.8 Program Manager shall, as directed by Owner, make presentations and answer questions from project stakeholders. Program Manager shall design, establish, and maintain a FWISD 2017 Capital Improvement Program web site for informing the public on Program-specific progress/status. Owner's Representative shall approve the design and information before it is made available to the public.

§ 3.1.9 Program Manager shall put in place a system of daily and weekly updates and reporting to the Owner's Representative to keep Owner informed of Program status and issues requiring attention.

§ 3.1.10 The Program Manager, as a part of its daily responsibilities, will be responsible for budget and fiscal oversight of the 2017 Capital Improvement Program, which includes, but is not limited to, the items enumerated under the "Program Controls" section contained in Request For Qualifications No. 18-030, dated September 18, 2017, attached as Exhibit B.

§ 3.1.11 Program Manager shall, at all times, represent, protect, and defend Owner interests in all interactions with construction contractors and suppliers, design Program Managers and other third party contractors or Program Managers.

§ 3.2 Program Management Plan

§ 3.2.1 In order to ascertain the requirements of the Program, the Program Manager shall review and discuss with the Owner the Program Information and Initial Information, along with any other information listed below to be furnished by the Owner. The Program Manager and the Owner shall discuss the feasibility of incorporating sustainable objectives in the Program.

(List other information to be furnished by the Owner.)

« To be determined at a later date by mutual agreement. »

§ 3.2.2 The Program Manager shall develop and document a Program Management Plan reflecting the scope and related requirements of the Program and submit the Program Management Plan to the Owner for approval. The Program Management Plan shall include a description of, and requirements pertaining to, the following:

- .1 Program management approach and organization, including executive, management and team staffing plan and responsibilities;
- .2 Program planning and development activities, including strategic planning, prioritizing, and defining scope, schedule and budget of the projects in the Program;
- .3 Program management controls, including scope, budget/cost, schedule, and quality management plan;
- .4 Procurement strategies and procedures, including strategy for procurement of design services and construction; procedures for pre-purchase of material, systems, and equipment; evaluating and approving substitutions; and affirmative action or diversity plan;
- .5 Authorization processes and procedures, including administrative approval processes and responsibilities, and key documentation for: professional services and preconstruction services; processes and procedures for project construction procurement, such as award, contracting, notice to proceed, change orders, payment certification; and project closeout;
- .6 Program communication procedures, including systems, meetings, reporting, investigation, and records;
- .7 Development of design process guidelines, including assessment, prioritization, project scope definition, design development, coordination, and permit process;
- .8 Development of construction process guidelines, including preconstruction and construction administration services, construction phase processes and procedures, program coordination, change order management, commissioning, and project closeout procedures; and
- .9 Project acceptance and turnover guidelines relating to contract completion and closeout management, including record documentation, manuals and warranties.

§ 3.2.3 The Program Manager shall obtain the Owner's approval of the Program Management Plan, and any subsequent revisions to the Program Management Plan. The Program Manager shall meet with the Owner to discuss the Program Management Plan and any necessary revisions at intervals appropriate to the progress of the work, but not less than once each calendar month.

§ 3.3 Information Management and Standards

§ 3.3.1 Program Management Information System. The Program Manager shall implement the use of the District's Program Management Information System ("PMIS") software known as e-Builder throughout the duration of the Program. This includes, but is not limited to, the ability to receive, distribute, and maintain Program Reports, Program Schedules, to process contracts, change orders, invoices and pay applications, and to provide other information, reports and documentation as agreed on by the Owner and the Program Manager. Program Manager and Owner will work together to create the filing structure within the database. Activities under the Program will be

scheduled and documented through the Program Management Information System. The Program Management Information System shall organize information by project, activity, or relevant categories, as determined by the Program Manager and Owner. The Program Manager shall collect information pertaining to the Program, and update the Program Management Information System on a weekly basis unless otherwise agreed. The Program Management Information System shall contain, at a minimum, current status on contracts, budget, schedule and quality on a Program and project basis.

§ 3.3.2 The Owner shall have access to all information in the Program Management Information System. Other Program and project participants shall have access to specific information only as approved by the Owner. Upon the completion of each project in the Program, the Program Manager shall preserve the documentation and information contained in the Program Management Information System and provide a copy to the Owner. The entire database will be housed within the Owner's internal system and will be completely turned over to the Owner at completion.

§ 3.3.3 The Program Manager shall develop protocols and standards for the exchange and use of information in digital form to be integrated into the Program Management Information System. The Program Manager shall provide information to the Owner and the Owner's consultants and contractors, as required for the duration of the Program, regarding the use of the Program Management Information System.

§ 3.3.4 Design Standards. The Program Manager shall assist the Owner, and Owner's Design Manager, if any, in developing and periodically updating Design Standards for the Owner's approval. The Design Standards shall provide a functional, aesthetic, and quality framework for the projects in the Program and shall include the following: planning criteria (including area, volume, equipment, finish, technical services and other relevant functional requirements for typical spaces); specifications and performance requirements (including sustainable design criteria) for materials, systems, components and assemblies organized by classification system as agreed upon with the Owner; drawing, building information modeling, and documentation standards (including requirements for interim and final contract document deliverables); typical design details of selected conditions; and, procurement, contracting and general requirements. The Design Standards shall incorporate any existing Owner design standards.

§ 3.3.5 Prior to the start of the design of each project, the Program Manager shall make the Owner-approved Design Standards available to the Owner's design consultants through the Program Management Information System.

§ 3.3.6 Program Report. Program Manager shall prepare a monthly Program Report in a single volume to include, but not be limited to, the following information for each Project: executive summary narrative; executive summary cost report; master schedule; summary of Owner-occupied space and scheduling of intermittent moves of existing functions; and updated Program Schedule; actual and anticipated costs related to the Program; cost and payment reports for each consultant and construction contract; cash-flow projections; proposed and approved change orders; any claims pertaining to the Program Manager, Owner, and Owner's other consultants and contractors; summary of equipment planning and procurement. The Project-specific report shall include a summary report, progress report, and the presentation of post-construction maintenance schedules and procedures for each Project. The Program Manager shall participate in update meetings with Owner and stakeholder groups as directed by Owner's Representative.

§ 3.4 Program Budget Control

§ 3.4.1 If the Owner has not established a Program Budget, the Program Manager and the Owner shall collaborate to prepare a preliminary Program Budget, which shall include the costs for the Program Manager's services, the costs of the services of the Owner's other consultants, the costs for design and construction of each project in the Program, and additional details necessary for the Owner to prepare a complete Program Budget. The Owner shall review and approve in writing the preliminary Program Budget. The Program Manager shall provide monthly reports on the Program Budget, or at intervals otherwise agreed to by the Owner and Program Manager below. The Program Manager shall organize the Program Budget in a manner that will allow costs to be tracked using the Program Management Information System.

(If the Program Manager is required to provide Program Budget reports at intervals other than monthly, set forth such intervals below.)

« »

§ 3.4.2 The Program Manager shall develop and implement a system of budget and cost controls to assist the Owner

in the management of Program and project costs. The Program Manager shall prepare cash flow projections of costs for the Program.

§ 3.4.3 The Program Manager shall review estimates prepared by the Owner's consultants and contractors and produce a report identifying variances from the Program Budget along with recommendations for resolving such variances.

§ 3.4.4 The Program Manager shall share information regarding the Program Budget with the Owner's consultants as authorized by the Owner.

§ 3.4.5 The Program Manager shall assist in identifying Program-wide procurement and cost saving opportunities.

§ 3.4.6 The Program Manager shall report the cost impact on the Program Budget of proposed contracts, change orders, and proposed contract amendments from the Owner and the Owner's consultants and contractors. The Program Manager will establish and maintain a Project Change Control System that will provide for the management, tracking, and documentation of all changes to each Project. The design of the Change Control System must be approved by the Owner's Representative, and will be amended, as necessary, at the discretion of the Owner's Representative.

§ 3.4.7 The Program Manager will review, analyze, and make recommendations regarding cost, schedule, and quality impacts of all changes in scope submitted for consideration for Owner and/or Owner's Representative, by the design team or by other Program Managers, and/or by Contractors. The Program Manager will analyze and negotiate both the scope and cost of all changes for Owner approval, and on a monthly basis, will report to Owner's representative the impact of all changes on Project cost, schedule, and quality.

§ 3.4.8 The Program Manager will provide cost review of submissions by any Construction Manager at Risk on any project for which the Construction Manager at Risk construction delivery method is selected by the Owner.

§ 3.5 Program Schedule Control

§ 3.5.1 The Program Manager shall prepare a Program Schedule showing priorities, sequences, durations, and responsible parties for major design, pricing, construction and Owner activities; establishing the overall duration of the Program; and identifying critical milestone dates. The Program Manager shall update and expand the level of detail and status of the Program Schedule as the Program progresses. The updates will include all adjustments to be made to the Program and individual Project cost control and resource management systems. The Program Manager will analyze and report to the Owner's Representative on all schedules submitted by the Owner, the design team, the Contractor, and other contractors. The Program Schedule shall also incorporate or identify

- .1 dates for approvals and permits;
- .2 project specific milestones and design and construction schedules, including dates of commencement and completion;
- .3 components that need to be ordered or procured for the overall Program by the Owner, if any; and
- .4 the Owner's occupancy requirements and any portions of the Program having occupancy priority.

§ 3.5.2 The Program Manager shall provide recommendations for project sequencing and phasing to meet overall Program objectives.

§ 3.5.3 The Program Manager shall provide recommendations on the milestone dates and durations in the design and construction schedules as they are developed for the projects in the Program.

§ 3.5.4 The Program Manager shall monitor and report on the progress of the Program and indicate to the Owner observed deviations from the Program Schedule or key milestones of the individual project schedules that may impact substantial completion or final completion. The Program Manager shall include the reports in the Program Management Information System. The Program Manager shall consult with the Owner and the Owner's consultants and contractors to develop recovery plans when the schedules or objectives are not being met.

§ 3.6 Program Quality Control

§ 3.6.1 The Program Manager shall establish, and distribute through the Program Management Information System, quality control guidelines that define the obligations of the Program Manager, Owner, and the Owner's consultants and contractors. The Program Manager will provide the Owner's Representative with monthly budget, cost, and

business reports for each Project within the Program, which will include an exceptions report that forecasts problems and provides recommendations for remedial action.

§ 3.6.2 The Program Manager shall periodically review the development of the design for each project in the Program for conformance with the Program requirements and Design Standards. The Program Manager shall provide a list of observed deviations from the Design Standards and discuss resolution of the observed deviations with the Owner and, as appropriate, the Owner's consultants and contractors.

§ 3.6.3 The Program Manager shall confirm that each contractor has prepared a safety program and project specific quality control plan.

§ 3.6.4 The Program Manager shall advise the Owner of observations it makes regarding deficiencies in the performance of the Owner's consultants and contractors.

§ 3.7 Other Services

§ 3.7.1 The Program Manager shall provide reasonable assistance in the areas of community and public relations, in order to enhance and maintain public awareness in furtherance of the interests of the Program and the Owner.

§ 3.7.2 The Program Manager shall schedule and conduct meetings with the necessary Program participants to coordinate the progress of the Program. The Program Manager shall also prepare minutes of such meetings and include them, as appropriate, in the Program Management Information System. For all construction-related meetings for the Program, Program Manager will prepare and distribute meeting notes and ensure coordination of issues raised during the meetings will all responsible Project stakeholders. This will include the weekly progress meetings, which the Program Manager will chair. Meeting notes will be issued to all parties involved in the meetings no later than three (3) working days following the date of the meeting. PM will provide and conduct and distribute all meeting minutes that are related to Owner/PM meetings either on a weekly or bi-weekly basis, whichever is agreed upon in the Program Management Plan. PM will take meeting notes, attend, manage and provide recommendations to the design and construction teams during their applicable meetings, however, the Architect will be responsible for meeting agendas, minutes and distribution of all meeting notes during the planning/programming and design phase; similarly the Contractor will be responsible for all meeting agendas, minutes and distribution of meeting notes during the construction phase and construction related meetings. PM will provide their notes and comments to the team for the appropriate parties to distribute. All Architect/Engineer (A/E), Contractor and Owner/PM meeting minutes will be logged, housed and filed on the internal network drive.

§ 3.7.3 The Program Manager shall develop a strategy, procedure, and schedule to assist the Owner in obtaining the required reviews and approvals of authorities having jurisdiction over each project in the Program.

§ 3.7.4 The Program Manager shall assist the Owner in developing and implementing protocols for the review and processing of changes or proposed changes in the scope of design or construction for projects in the Program, and the corresponding contracts for design and construction.

§ 3.7.5 The Program Manager shall assist the Owner in developing and implementing protocols for the review and processing of applications for payment for the Program and the projects in the Program.

§ 3.7.6 The Program Manager shall assist the Owner in selecting the dispute resolution procedures to be included in the various agreements between the Owner and consultants and contractors for disputes arising out of the Program.

§ 3.7.7 Upon the written request of the Owner, the Program Manager shall evaluate and provide input to the Owner on claims arising out of the Program.

§ 3.7.8 The Program Manager shall assist the Owner in establishing a procedure for tracking and submission of records, warranties, guarantees, and documents pertaining to systems verification and project close-out, for projects in the Program.

§ 3.7.9 The Program Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. The Program Manager shall notify the Architect and Owner of any Work that does not conform to the Contract Documents and shall reject such work unless the Owner objects to the rejection within

twenty-four hours of such notification. Whenever the Program Manager considers it necessary or advisable, the Program Manager will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed. The Program Manager shall notify and receive approval from the Owner prior to ordering any such inspection or testing which will result in additional cost to the Owner. However, neither the Program Manager's authority to reject Work or order inspection or testing nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Program Manager or Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. The Program Manager shall be responsible for providing at no additional cost to the Owner the program management services made necessary by major defects or deficiencies in the Contractor's work which the Program Manager should have discovered through reasonable care.

§ 3.7.10 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% pursuant to Fort Worth Independent School District's Policies CV(LOCAL) and CV(LEGAL) incorporated herein by reference. 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.

§ 3.8 Project Phase Responsibilities

Program Manager will provide services for all phases of each Project as required by this Agreement. Included, but not limited to, Program Manager's responsibilities for each phase of each Project are the following responsibilities:

§ 3.8.1 Organization and Implementation Planning:

- .1 In conjunction with the Owner, develop a Design/Engineering review phase procedure and report formats.
- .2 Working with Architect and Owner, develop a system to integrate warranty procedures with Owner computerized maintenance system. Provide a qualified data entry resource to enter detailed equipment records for all new equipment installed.
- .3 Implement and maintain document control and record keeping systems.
- .4 Develop and document Owner Program requirements.
- .5 If requested by Owner, assist Owner in selection of Design Professionals and other Program Managers by preparing and transmitting requests for qualifications (RFQ's) or competitive sealed proposals (CSPs), assisting in the review of written proposals, conducting interviews, and making recommendations. The Owner reserves the right to review and approve for content all bidding documents. The Program Manager shall not include in the bidding documents any General Conditions of the Contract for Construction without prior written approval of same by Owner. The Program Manager shall include notices of the following statutory requirements in each invitation for bids:
 - a. The successful bidder's responsibility to provide worker's compensation insurance in accordance with Texas Labor Code Chapter 406;
 - b. The successful bidder's responsibility to pay prevailing wage rates pursuant to Texas Government Code Chapter 2258;
 - c. The successful bidder's responsibility to provide a payment bond for any contract in excess of \$25,000.00 pursuant to Texas Government Code Chapter 2253;
 - d. The successful bidder's responsibility to provide a performance bond for any contract in excess of \$100,000.00 pursuant to Texas Government Code Chapter 2253; and
 - e. A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption certificates.
- .6 Review Program schedules as they are developed. Develop and maintain a comprehensive Master Program Schedule to include all organization, design, preconstruction, construction, and post-occupancy services. This will be a comprehensive schedule reflecting all significant activities required to deliver each Project through occupancy and post-occupancy. The schedule will be designed to deliver each Project as quickly as possible while complying with all Owner procurement, program, and quality requirements. The Master Schedule will be continually updated to add and track sub-tasks to be performed by Program Managers and contractors.
- .7 Provide an organizational plan and responsibility matrix for the management and control of the Program, including activities of the Owner, Project Delivery Team members and others pertinent to

the process of Project development. This includes assessment of Project phasing, financing considerations, alternative delivery methods, bidding and contracting strategy, etc. to provide for the most efficient approach to delivering each Project.

- .8 Review project budgets developed to date. Refine and develop a detailed preliminary Master Project Budget for each Project. The Master Project Budget is intended to capture all costs of each Project, serving as a reporting tool and enable control of all Project costs. This Master Project Budget will become the base Project cost model and will be developed for easy file sharing with Owner's network-based financial software. Actual Project cost control will be coordinated with Owner finance for the optimum approach, to include cash-flow projections.

§ 3.8.2 Design/Engineering Review:

- .1 Review, in detail, all Drawings and Specifications to ensure compliance with Owner technical requirements and construction standards.
- .2 At the request of Owner, review the Design Letter of Intent based on input from the Architect/Engineering design team and ensure compliance with Owner standards.
- .3 Provide dedicated Program Management personnel to accomplish requirements of the Program. Coordinate all activities of Project teams providing overall team leadership and guidance throughout the entire process. Program Manager will provide on-site program management representation and administrative support during this phase and throughout the Program.
- .4 Maintain a detailed Master Program Budget to address all projected costs. The Master Project Budget is intended to capture all costs of each Project and serve as a reporting tool to the Owner Representative and enable cost control of each Project costs. The Program Manager will maintain data on all approved budget changes, commitments, expenditures to date and remaining budget amounts in a format consistent with Owner requirements.
- .5 Process and cause to be carefully reviewed all submittals, product samples, shop drawings, requests for information and clarifications. The commissioning component of the design team will thoroughly review all items for compliance with Owner's standards. Commissioning is not part of the Program Manager's scope of work. Provide tracking, oversight and coordination of submittal reviews, project samples and shop drawings. It remains the responsibility of the A/E and Contractor to properly review each of these for quality and accuracy to meet the design standards. The design team and Contractor are accountable for what is installed in the building.
- .6 Perform statistically based quality design review at a minimum, 30%, 50%, 90%, and 100% completion of the drawings and specifications in concert with Owner team when requested by Owner.
- .7 Maintain the Master Program Schedule and a short-term look-ahead schedule to facilitate the overall Project decision-making process. Identify key milestones for the design team and coordinate the decision-making necessary to achieve all milestones. The Master Schedule will be continually updated to add and track sub-tasks to be performed by Program Managers and Contractors.
- .8 Provide oversight of the design teams, as directed by Owner's Representative, including coordination of interfaces with Owner personnel. The nature of this oversight is to make sure that budget, schedule, and document coordination and quality are achieved; and that necessary integration with Contractor processes occur in a high-value manner. If requested by Owner, assist in negotiations of any proposed design services contracts.
- .9 When design or programmatic changes are made and approved by Owner, these changes will be logged and the cost effect will be documented in the form of a design-phase change order. Any deviations from the quality specifications contained in the Specifications document will be conspicuously noted.

§ 3.8.3 Contract Procurement

- .1 In collaboration with the Owner, counsel for the Owner, and Project Architects, propose procurement strategy and assist with process. Assist the Owner/Architect in preparing and placing notices and advertisements to solicit responses on each Project.
- .2 Participate in pre-bid/proposal and pre-construction meetings where the Commissioning process requirements are reviewed, to assist the entire team, and consult with the Commissioning provider.
- .3 Assist with the selection of General Contractors, and all additional Program Managers required for Project implementations, including but not limited to the development of RFQ's, CSP's, analysis of proposals, managing the interview process and development of recommendations for selection in accordance with Owner guidelines.

- .4 Assist the Architect in the delivery of documents and addenda to the interested parties and attend pre-submission conferences. Work with the Architect to provide to the Owner a cost estimate of each addendum.

§ 3.8.4 Construction

- .1 Provide a full-time, on-site Program Management team to administer contracts and ensure a safety program for all Projects. Act as an agent and representative of the Owner and establish and implement coordination procedures among Owner, Architects, Contractors, and Program Managers.
- .2 Coordinate necessary reviews whereby the accountable personnel (A/E and Contractor) inspect submittals for compliance with Owner standards. All the approved submittals will be logged and housed on Program Manager's internal database system and may be reviewed at any time during the construction process. A shared site or FTP will be created by PM or A/E for easy distribution of submittals and documents.
- .3 Ensure Contractor timely completes all permitting requirements.
- .4 Monitor pay applications, submittals, costs, and receipts to ensure compliance of such with the Contract Documents and Owner standards; provide updates to Owner regarding same. On CMAR projects this includes auditing of all documentation of CMAR's costs on each Application for Payment.
- .5 Provide audit review services if required when the delivery method selected by the District for any Project is Construction Manager-at-Risk.
- .6 Coordinate closely with inspection activities to ensure that submittals correspond with Owner standards and that delivered equipment and materials correspond with submittals and Owner standards.
- .7 For each Project, conduct pre-construction meetings with the Owner Representative, Architect, Construction Contractor, and all other key members of the Project delivery team. Establish lines of communication and construction administration procedures such as for the processing of submittals, shop drawings, Requests for Information, Change Requests, etc. Prepare a Project procedures manual relative to handling all Project documentation in concert with the Owner's current forms and processes.
- .8 Coordinate and provide oversight, review submittals to ensure compliance with construction standards. Coordinate dispute resolution and claims avoidance services. It is the A/E and Contractor's responsibility to ensure that the submittals are in compliance with the design and Owner standards (Owner standards will supersede design standards). PM will provide QA/QC monitoring and random reviews throughout the program to ensure products are being installed per the design documents i.e. the submittals and standards.
- .9 Manage the change order tracking system. All proposed changes will be set forth in a request for proposal from the Architect, outlining in appropriate detail the change and accompanied by the technical drawings and specifications if necessary. The Contractor will develop a detailed breakdown of estimated cost and time extension requests. Program Manager will make recommendations to Owner. All change orders must have approval by the Owner's Representative prior to execution. All approved change orders shall be logged. When deemed necessary by Owner, Program Manager will provide life-cycle costing data to support changes. Individual/independent estimates will be an add service.
- .10 Monitor requests for information to ensure timely responses by the Contractor. Identify potential liabilities in the requests for information which could develop into future requests for change orders.
- .11 Review all applications for payment submitted and provide recommendations for revisions and/or payment. This includes detailed cost review for any Construction Manager at Risk project.
- .12 Ensure that operations and maintenance manuals are assembled on an ongoing basis during construction to facilitate training and final compilation.
- .13 Manage and maintain all Project documents and files and ensure as-built drawings are kept current by Contractor.
- .14 Chair weekly job meetings as required by Owner, and prepare and distribute minutes to all attendees.
- .15 As a condition precedent to allowing any Contractor to proceed with any work on any Project, require that the Contractor provide proof of the existence of all worker's compensation and other insurance coverage, statutory performance bonds, and statutory payment bonds required by the Contract for construction, and shall verify that such insurance and bonds are in the amount and form required by the Contract Documents. The Program Manager shall maintain records of all required certificates of

insurance and performance and payment bonds provided by the Contractors, and shall forward copies to the Owner and Architect.

- .16 The Program Manager shall review the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors or employees of the Program Manager or Owner. The Program Manager's responsibilities for coordination of safety programs shall not extend to direct control or charge of the acts or omissions of the Contractors, Subcontractors, or agents or employees of the Contractors or Subcontractors. The Program Manager shall be responsible for the safety programs for agents and employees of the Program Manager and Owner.

§ 3.8.5 Occupancy/Post Occupancy

- .1 Assist the Architect in performing interim and final inspections and in monitoring all corrective work. Assist the Architect in developing an appropriate punch list of outstanding items to be corrected at the time of Substantial Completion. Monitor completion of the punch list items by the Contractor.
- .2 Coordinate such items as furniture and equipment (delivery, assembly, and installation), systems testing, training sessions, etc. Participate in regular move-in team coordination meetings and ensure that all deadlines are met.
- .3 Review operations and maintenance manuals for each Project to ensure they meet specified requirements.
- .4 Assist Owner in obtaining occupancy permit, including preparation of relevant documents for governmental agencies as well as facilitating inspections by governmental agencies.
- .5 Work with Commissioning Services provider.
- .6 Verify that all warranties have been received and are properly executed by Owner. Coordinate warranty completion.

§ 3.8.6 Required Deliverables from Program Manager will include, but not be limited to, the following:

- .1 Master Program Schedule;
- .2 Master Program Scopes of Work;
- .3 Master Program Budget;
- .4 Internet Project Status reporting site;
- .5 Monthly and Periodic Executive Status Reports (for Board of Trustees, including budget allocation vs. remaining balance, project timeline, and overall project progress;
- .6 Project Team Organization/Responsibility Matrix;
- .7 Communication flow diagram;
- .8 Construction Oversight model;
- .9 Meeting Agendas will be chaired for kickoff meetings and Owner/PM related meetings. A/E and CMAR will be responsible for agendas and meeting minutes during the design and construction phase. PM will be active and provide oversight during these meetings;
- .10 Minutes from Project Meetings within three (3) days of meeting;
- .11 Action Logs housed on internal site;
- .12 Change Order Log; provided by Contractor and updated at construction meetings and pay application reviews. PM will have an action and CO log to cross check.
- .13 Owner/Architect, Construction Contractor and other contracts and documents;
- .15 Construction Close-Out Documents Checklist;
- .16 Contract Close-out Documents Checklist;
- .17 Move-in/Move-out and Relocation Coordination Checklist;
- .18 Post-Occupancy Evaluation/Warranty Tracking;
- .20 Request For Information Log: Contractor will distribute at each construction meeting and this will be filed and monitored for potential cost impacts or credits and housed on the internal site;
- .22 Equipment Operations and Maintenance Manuals: Management, checklist and coordination to ensure all closeout documents are received from the Contractor and A/E;
- .23 Complete sets of As-Built drawings for each project: Management, oversight and coordination to ensure all the as-builts are received from the Contractor and A/E;
- .24 Program schedule with updated milestones. Contractor to provide a cost loaded schedule for each project and this will be reviewed with each pay application;
- ..26 Tracking of Agency Approvals;

- .27 Cost Verification/Cost Estimating; and cost verification overview and review estimates and CO estimates. Separate detailed estimates (independent estimates) will be an add service; and
- .28 Cost Review.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Program. The Program Manager shall provide the listed Additional Services only if specifically designated in the table below as the Program Manager’s responsibility, and the Owner shall compensate the Program Manager as provided in Section 10.3.

(Designate the Additional Services the Program Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit. AIA Contract Document numbers are cited, where applicable, to provide a basis for the proposed scope of services, but may need to be revised to be applicable in the Program Management context.)

Services	Responsibility (Program Manager, Owner or not provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Community communications not included in Section 3.7.1	Basic Service*	
§ 4.1.2 Capital campaign support	Not Provided	
§ 4.1.3 Project Specific Construction Management	Basic Service*	
§ 4.1.4 Assistance with sustainability certifications	Not Provided	
§ 4.1.5 Fort Worth ISD HUB Program compliance and outreach	Basic Services*	
§ 4.1.6 Design Management Services	Basic Services*	
§ 4.1.7 Existing facilities analysis	Not Provided	
§ 4.1.8 Site Selection Analysis (B203™–2007)	Not Provided	
§ 4.1.9 Cost Escalation and Economic analysis	Basic Services*	
§ 4.1.10 Project Programming (B202™–2009)	Not Provided	
§ 4.1.11 Master planning	Not Provided	
§ 4.1.12 Early procurement of materials and equipment	Basic Service*	
§ 4.1.13 FF&E procurement management	Basic Service*	
§ 4.1.14 Detailed cost estimating	Not Provided	
§ 4.1.15 Life cycle analysis	Not Provided	
§ 4.1.16 Move management	Basic Service*	
§ 4.1.17 Coordination of hazardous material testing or abatement	Basic Service*	
§ 4.1.18 Coordination of “Swing Space”	Basic Service*	
§ 4.1.19 Other Program specific services	Not Provided	
§ 4.1.20 Review of cost estimates prepared by Architects and Contractors	Basic Service*	

* The term “Basic Service” will have the same meaning as in Article 3, and shall be provided to Owner at no additional cost.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Program Manager’s responsibility, if not further described in an exhibit attached to this document.

« To be determined at a later date by mutual agreement. »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Program Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Program Manager to compensation pursuant to Section 10.4.

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User Notes: (1313616759)

§ 4.3.1 [Paragraph Deleted.]

§ 4.3.2 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of Program Manager's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision shall be considered Basic Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide and update information regarding requirements for, and limitations on, the Program in a timely manner, including the information in Article 1; other objectives, schedule constraints and criteria, and site requirements; and any other information either described in Article 5 or required for the Program Manager to perform its services a reasonable time after receipt of a written request from Program Manager.

§ 5.2 The Owner shall collaborate with the Program Manager to establish and periodically update the Program Budget including (1) the Program Manager's costs, (2) design and constructions costs, (3) the Owner's other costs, and (4) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Program Budget, the Owner shall promptly notify the Program Manager, and in consultation with Program Manager and the Owner's other consultants and contractors, agree to corresponding changes in project scopes, features or quality.

§ 5.3 The Owner shall retain all contractors and consultants necessary to carry out the Program except for those consultants retained by the Program Manager as listed in Section 1.3.2. The Owner shall provide the Program Manager with a copy of all executed agreements between the Owner and its consultants and contractors, and any modifications to those agreements.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Program. The Owner shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Program Manager's services.

§ 5.5 Unless provided by the Program Manager, the Owner or Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the sites included within the Program, and written legal descriptions of those sites. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to an appropriate benchmark at each project location.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Program, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 [Paragraph Deleted.]

§ 5.9 The Owner shall provide written notice to the Program Manager if they become aware of any fault or defect in the Program, including errors, omissions or inconsistencies in any documents produced by, or services provided by, the Program Manager.

§ 5.10 [Paragraph Deleted.]

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Program Manager's consultants through the Program Manager about matters arising out of or relating to the Program. The Owner shall notify the Program Manager of any such communication that affects the Program. The Owner shall notify the Program Manager of any direct communications that may affect the Program Manager's services.

§ 5.12 The Owner shall provide the Program Manager access to the project sites and other facilities under the Owner's control and associated with the Program.

§ 5.13 [Paragraph Deleted.]

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Program Manager assigns to the Owner its rights, including copyright, in its Instruments of Service. The Program Manager shall obtain a similar assignment to the Owner from the Program Manager's consultants consistent with this Agreement. For purposes of this Agreement, Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Program Manager, the Owner, and their consultants and contractors under their respective services agreements. Instruments of Service may include, without limitation studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 6.2 The Program Manager and Owner warrant that in transmitting any information, including Instruments of Service, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the project.

§ 6.3 The Owner shall have exclusive ownership of all data in the Program Management Information System and the Program Management Plan developed or contributed by the Program Manager or the Program Manager's consultants and contractors. Ownership of the data in the Program Management Information System and the Program Management Plan does not include ownership of any proprietary software developed and owned by the Program Manager and used in connection with the collection, manipulation, or publication of the data in the Program Management Information System and the Program Management Plan. The Program Manager shall take all steps reasonably necessary to allow the Owner to exercise the Owner's rights to own and utilize the data in the Program Management Information System and the Project Management Plan after termination of the Owner's rights to use any proprietary software. The Program Manager shall include provisions consistent with the provisions in this Section 6.3 in the Program Manager's agreements with the Program Manager's consultants. Ownership of data obtained from or compiled, developed or contributed by the Owner's consultants or contractors will be controlled by the terms of the Owner's agreements with those consultants or contractors.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Program Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

§ 7.1.2 [Paragraph Deleted.]

§ 7.1.3 The Program Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Program Manager, its employees and its consultants in the performance of services under this Agreement.

§ 7.1.4 The Program Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 8.7.

§ 7.2 Meet and Confer [Section Deleted]

§ 7.3 Mediation

§ 7.3.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 7.3.2 Unless the parties mutually agree otherwise, the mediation shall be administered in accordance with the following:

- .1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2 In the event the Owner and Program Manager are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3 At all times during the course of any dispute resolution process, the Program Manager shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 7.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.3.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Program Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 7.4 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 7.4 Arbitration [Section Deleted.]

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments when due to the Program Manager for services and expenses, the Program Manager may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Program Manager within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of the services pursuant to this subparagraph, the Program Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

§ 8.2 If the Owner suspends the Program, the Program Manager shall be compensated for services performed prior to notice of such suspension. When the Program is resumed, the Program Manager shall be compensated for expenses incurred in the interruption and resumption of the Program Manager's services.

§ 8.3 If the Owner suspends the Program for more than one hundred eighty (180) consecutive days, the Program Manager may terminate this Agreement upon not less than seven (7) days written notice. Should the Program Manager elect to so terminate this Agreement, the Program Manager shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination and for profits only performed prior to termination.

§ 8.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Program Manager for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Program Manager, the Program Manager shall be compensated only for services actually performed and expenses actually incurred prior to termination and for profits only in the work performed prior to termination.

§ 8.7 [Paragraph Deleted.]

§ 8.8 [Paragraph Deleted.]

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Program is located. No provision of this Agreement shall waive any immunity or defense by the Owner. No provision of this Agreement is a consent to suit.

§ 9.2 The Owner and Program Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Program Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Program if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Program Manager to execute certificates, the proposed language of such certificates shall be submitted to the Program Manager for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Program Manager to execute consents reasonably required to facilitate assignment to a lender, the Program Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Program Manager for review at least fourteen (14) days prior to execution. The Program Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Program Manager.

§ 9.5 Unless otherwise required in this Agreement, the Program Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project sites.

§ 9.6 [Paragraph Deleted.]

§ 9.7 If the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.7.1.

§ 9.7.1 If the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project or Program, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information or (4) as otherwise required by law, including the Texas Public Information Act.

§ 9.8 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 9.9 The Owner agrees not to solicit or hire the Program Manager's employees who are involved with the Program prior to one (1) year after completion of the Program.

§ 9.10 Pursuant to Texas Government Code Chapter 2270, Program Manager represents and warrants to the District that Project Manager does not boycott Israel and will not boycott Israel during the term of this Agreement.

ARTICLE 10 COMPENSATION

§ 10.1.1 For the Program Manager’s Basic Services described under Article 3, the Owner shall compensate the Program Manager as follows:

(Insert amount of, or basis for, compensation, including stipulated sums, hourly or monthly billing rates, direct salary expense plus multiple, or monthly fee.)

Lump Sum, Not to Exceed Twenty Seven Million Two Hundred Thirty Six Thousand Seventy Six Dollars
(\$27,236,076.00)

§ 10.1.2 The projects included in the Program Managers Scope of services are described in section 1.2.1. The lump sum compensation is fixed regardless of any increase or decrease in the actual cost of the work of these projects. The compensation may be adjusted by agreement of the parties on scope of work and fee if additional projects are added to the scope of services or if Additional Services described in Article 4 are requested by the Owner.]

§ 10.2 The hourly labor cost rates and billing rates for services of the Program Manager and the Program Manager’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Program Manager’s and Program Manager’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
N/A	N/A

§ 10.3 For Additional Services designated in Section 4.1, the Owner shall compensate the Program Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«N/A »

§ 10.4 For Additional Services that may arise during the course of the Program, including those under Section 4.3, the Owner shall compensate the Program Manager as follows:

(Insert amount of, or basis for, compensation.)

«N/A»

§ 10.5 Compensation for Additional Services of the Program Manager’s consultants when not included in Sections 10.3 and 10.4 shall be the amount invoiced to the Program Manager.

§ 10.6 Compensation for Reimbursable Expenses

§ 10.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Program Manager and the Program Manager’s consultants directly related to the Program, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; provided, expenses for travel to the Project sites shall not be a reimbursable expense;
- .2 (Subsection Deleted);
- .3 Fees paid for securing approval of authorities having jurisdiction over the projects;
- .4 Fees paid for testing, surveys or other data obtained at the written request of the Owner;
- .5 Printing, reproductions, plots, standard form documents;
- .6 (Subsection Deleted);
- .7 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .8 Professional photography and presentation materials requested in writing by the Owner;
- .9 (Subsection Deleted);
- .10 All taxes levied on professional services and on reimbursable expenses, if any;
- .11 (Subsection Deleted);
- .12 (Subsection Deleted); and
- .13 (Subsection Deleted).

§ 10.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Program Manager and the Program Manager's consultants.

§ 10.6.3 [Paragraph Deleted.]

§ 10.7 Use of Program Manager's Project Management Information System

If the Owner terminates the Program Manager for its convenience under Section 8.5, or the Program Manager terminates this Agreement under Section 8.3 or upon completion of the Program Manager's services under this Agreement, the Owner shall retain Project Management Information System and data developed and contained therein.

§ 10.8 Payments to the Program Manager

§ 10.8.1 An initial payment of ~~«Zero Dollars and Zero Cents»~~ (~~«0.00»~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 10.8.2 Payments shall be made as follows:

§ 10.8.2.1 Pre Construction Services:

[Based on hours actually worked times the rates set out on the hourly rate schedule attached as Exhibit ____, not to exceed \$ _____ per month.]

Or

[based on the schedule attached as Exhibit ____, (derived from Proposed Staffing Schedule).]

§ 10.8.2.2 **Construction Phase:** A lump sum of _____ DOLLARS (\$ _____) payable monthly at the rate of _____ PERCENT (____ %) of the total amount paid by the Owner to Construction Managers or Contractors for all Project managed by the Program Manager. Payments are due to the Program Manager on the fifteenth (15th) day of the month after the receipt of Contractor's Applications for Payment by the Owner.

§ 10.8.2.3 If construction begins before _____, payments due for the Pre-Construction Phase will continue to be paid, but any Construction Phase payments otherwise payable will accrue and become due not earlier than _____. If construction does not begin by _____, Pre-Construction Phase payments having been made through _____, no further payments will be due until Construction Phase payments become payable.

§ 10.8.2.4 **Adjustment of Construction Phase Payment Rate.** On _____ and the following _____ and _____ of every year of this Agreement until final completion of all projects, the percentage of payment terms will be modified as follows: based on actual costs of construction and then-current estimated future costs of construction less the amounts previously paid to contractors ("Cost to Complete"), the Construction Phase fee, less previous payments, will be divided by the Cost to Complete to determine the percentage fee for the following six (6) month period.

Amounts unpaid ~~«thirty»~~ (~~«30»~~) days after the invoice date shall bear interest in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

§ 10.8.3 The Owner shall not withhold amounts from the Program Manager's compensation to impose a penalty or liquidated damages on the Program Manager, or to offset sums requested by or paid to contractors or other consultants for the cost of changes to projects in the Program, unless the Program Manager agrees or has been found liable for the amounts in a dispute resolution proceeding.

§ 10.8.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 11.1 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by Owner, except that for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Program Manager.

§ 11.2 The term of this Agreement will be for the entirety of the 2017 Capital Improvement Program. The Owner reserves the right to terminate the contract at any time without penalty upon thirty (30) days advance written notice to the Project Manager.

§ 11.3 PROGRAM MANAGER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD OWNER, ITS BOARD OF TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY INJURY (AND ANY RESULTING THIRD PARTY CLAIMS, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING REASONABLE ATTORNEY FEES AND COURT AND OTHER COSTS) ARISING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS OF PROGRAM MANAGER, ITS AGENTS AND EMPLOYEES, OR ARISING OUT OF THE OPERATIONS OF SERVICES OF THE PROGRAM MANAGER, ITS AGENTS, OR ANY EMPLOYEES UNDER THIS AGREEMENT.

§ 11.4 Owner shall be afforded unrestricted access to and permitted to inspect and copy all the Program Manager's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Program Manager shall preserve all such records for a period of twelve (12) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

§ 11.5 Program Manager will obtain all required national Criminal History Record Information ("CHRI"), pursuant to Texas Education Code section 22.0834 and Texas Government Code 411.082(a), on all employees, subcontractors of every tier ("Subcontractor"), Subcontractor's employees, independent contractors, applicants, agents, or consultants, if (1) the person will have continuing duties related to the Project and (2) the duties are or will be performed on Owner's property and the person(s) will or may have direct contact with students ("Covered Employee"). Contractor shall assume all expenses for obtaining CHRI. Any Covered Employee shall be disqualified and prohibited from performing any contract duties or services if that Covered Employee has been convicted of one of the following offenses, if at the time of the offence the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History"). The Program Manager shall certify to the Owner in writing that it has complied with this section and that none of its Covered Employees have a Disqualifying Criminal History on a form provided by the Owner. Program Manager agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses during the performance of this contract, Program Manager will immediately remove the Covered Employee from Owner's property or other location where students are regularly present, and notify the Owner of said removal within three (3) days of doing so. Program Manager understands that any failure to comply with the requirements of this section may be grounds for termination of the contract. Instructions for complying with CHRI requirements are available from the Owner. »

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Program Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Program Manager.

§ 12.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C171™-2013, Standard Form Agreement Between Owner and Program Manager, as modified.
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Protocol Exhibit, if completed, or the following:

« »

- 3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

«Exhibit A: Fort Worth ISD 2017 Capital Improvements Program List of Projects and Budget.

Exhibit B: Fort Worth Independent School District Request for Qualifications for Owner's Representative for 2017 Capital Improvement Program Dated _____.»

Exhibit C: HUB Program Compliance Guidelines and Forms

This Agreement is entered into as of the day and year first written above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

 OWNER (Signature)

« »
 (Printed name and title)

 PROGRAM MANAGER (Signature)

« »
 (Printed name and title)

2017 CAPITAL IMPROVEMENT PROGRAM OWNER REPRESENTATIVE MANAGED PROJECTS

Location	Budget	Less Adm and OR @5%	Total Construction -		Total Construction	contingency outside	Total OR Managed Budget
			Budget	Soft Costs			
New Tanglewood-Building	\$28,036,463	\$1,682,188	\$26,354,275	\$21,027,347	\$5,326,928	\$26,354,275	
Tanglewood-other	\$6,000,000	\$360,000	\$5,640,000	\$4,500,000	\$1,140,000	\$5,640,000	
YMCA	\$35,856,681	\$2,151,401	\$33,705,280	\$26,892,511	\$6,812,769	\$33,705,280	
Amon Carter Riverside	\$36,897,573	\$2,213,854	\$34,683,719	\$27,673,180	\$7,010,539	\$34,683,719	
Arlington Heights	\$49,643,762	\$2,978,626	\$46,665,136	\$37,232,822	\$9,432,315	\$46,665,136	
Diamond Hill Jarvis	\$29,409,174	\$1,764,550	\$27,644,624	\$22,056,881	\$5,587,743	\$27,644,624	
Dunbar HS	\$31,781,103	\$1,906,866	\$29,874,237	\$23,835,827	\$6,038,410	\$29,874,237	
Eastern Hills HS	\$44,935,285	\$2,696,117	\$42,239,168	\$33,701,464	\$8,537,704	\$42,239,168	
North Side HS	\$31,662,297	\$1,899,738	\$29,762,559	\$23,746,723	\$6,015,836	\$29,762,559	
Paschal HS	\$39,113,638	\$2,346,818	\$36,766,820	\$29,335,229	\$7,431,591	\$36,766,820	
Poly HS	\$50,057,628	\$3,003,458	\$47,054,170	\$37,543,221	\$9,510,949	\$47,054,170	
South Hills HS	\$50,604,677	\$3,036,281	\$47,568,396	\$37,953,508	\$9,614,889	\$47,568,396	
Southwest HS	\$38,712,471	\$2,322,748	\$36,389,723	\$29,034,353	\$7,355,369	\$36,389,723	
Trimble Tech	\$40,565,232	\$2,483,914	\$38,081,318	\$30,423,924	\$7,707,394	\$38,081,318	
Western Hills HS	\$32,153,869	\$1,929,232	\$30,224,637	\$24,115,402	\$6,109,235	\$30,224,637	
OD Wyatt HS	\$39,201,309	\$2,352,079	\$36,849,230	\$29,400,982	\$7,448,249	\$36,849,230	
Amon Carter Riverside-Fine Arts	\$9,505,647	\$570,339	\$8,935,308	\$7,129,235	\$1,806,073	\$8,935,308	
Bembrook MS HS Athletics	\$28,187,778	\$1,691,267	\$26,496,511	\$21,140,834	\$5,355,678	\$26,496,511	
	\$622,324,587	\$37,339,475	\$584,985,112	\$466,743,440	\$118,241,672	\$584,985,112	
				\$622,324,587			
Added Locations							
Waverly Park Renovations	\$2,156,250	\$129,375	\$2,026,875	\$1,617,188	\$409,688	\$2,026,875	
Amon Carter-Riverside Athletics	\$3,300,000	\$198,000	\$3,102,000	\$2,475,000	\$627,000	\$3,102,000	
Arlington Heights Athletics	\$3,300,000	\$198,000	\$3,102,000	\$2,475,000	\$627,000	\$3,102,000	
Dunbar High School Athletics	\$2,187,500	\$131,250	\$2,056,250	\$1,640,625	\$415,625	\$2,056,250	
Eastern Hills Athletics	\$3,300,000	\$198,000	\$3,102,000	\$2,475,000	\$627,000	\$3,102,000	
North Side Marachi	\$2,500,000	\$150,000	\$2,350,000	\$1,875,000	\$475,000	\$2,350,000	
Northside Athletics	\$1,000,000	\$60,000	\$940,000	\$750,000	\$190,000	\$940,000	
Paschal Athletics	\$2,200,000	\$132,000	\$2,068,000	\$1,650,000	\$418,000	\$2,068,000	
Polytechnic Athletics	\$1,000,000	\$60,000	\$940,000	\$750,000	\$190,000	\$940,000	
South Hills Athletics	\$2,187,500	\$131,250	\$2,056,250	\$1,640,625	\$415,625	\$2,056,250	
Southwest Athletics	\$3,300,000	\$198,000	\$3,102,000	\$2,475,000	\$627,000	\$3,102,000	
Western Hills Athletics	\$1,000,000	\$60,000	\$940,000	\$750,000	\$190,000	\$940,000	
O.D. Wyatt Athletics	\$3,300,000	\$198,000	\$3,102,000	\$2,475,000	\$627,000	\$3,102,000	
	\$30,731,250	\$1,843,875	\$28,887,375	\$23,048,438	\$5,838,938	\$28,887,375	
Escalation				\$30,731,250			
TOTAL OR MANAGED	\$653,055,837	\$39,183,350	\$681,656,650	\$489,791,878	\$124,080,609	\$681,656,650	
Owner Managed							
Property Purchases	\$16,000,000						
TABS	\$4,000,000						
World Language Institute	\$1,000,000						
Reimbursement Resolutions	\$7,895,000						
Total Owner Managed	\$28,895,000						
Total Project	\$681,950,837		\$681,656,650				

HUB PROGRAM COMPLIANCE GUIDELINES AND FORMS



CAPITAL IMPROVEMENT
PROGRAM

COMPLIANCE GUIDELINES & FORMS HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM

**This Form should be completed and signed by the Prime Vendor/Contractor.
The HUB requirements are applicable to all bidders/proposers, including HUB firms.
These forms must be attached to any procurement documents submitted to the
Fort Worth ISD and are due at the time of bid/proposal opening.**

SUMMARY OF UTILIZATION HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM



CAPITAL IMPROVEMENT
PROGRAM

- ◆ The attached HUB Compliance Guidelines and Forms are due at the time of bid/proposal. The HUB Compliance Guidelines and Forms are not transferable from previously submitted bids or proposals.
- ◆ The District's HUB participation expectation is **25%** utilization of the total dollar value of the contract. The HUB goal is applicable to any change orders, additional services, modifications or revisions to the original contract.
- ◆ The District recognizes certifications issued by the State of Texas Historically Underutilized Business (HUB), North Central Texas Regional Certification Agency (NCTRCA), the U.S Small Business Administration (SBA) or any other recognized certification agency.
- ◆ Failure to be certified as a HUB does not preclude a firm from participating in the District's contracting and purchasing activities.
- ◆ All District bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with HUBs in available subcontracting areas. The District reserves the right to determine if a company has demonstrated good faith effort. Primes who propose to utilize their own workforce will be required to provide a detailed explanation.
- ◆ Changes to the List of Subcontractors in the HUB Utilization Plan must be reviewed and approved in writing by the Purchasing Department and/or the District CIP office, prior to any changes being made.
- ◆ The prime shall notify the Purchasing Department and/or the District CIP office if the percentage of HUB participation declines or falls below the level of participation represented in the HUB Utilization Plan. The prime shall promptly notify the Purchasing Department and/or the District CIP office within 7 days and obtain a listing of other qualified HUB vendors to meet the commitment amount.
- ◆ The Prime will be required to submit a Prime Assessment Report indicating the amounts paid to the subcontractors. Proof of payment reflecting the pay activity report should be attached. Approved proofs of payments are cancelled checks, partial release of liens or notarized letter from the subcontractor stating the bid package number, date and total amount received to date and amount received that month. The Prime Assessment Report will be submitted as requested by the District.
- ◆ Prime agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, nondiscrimination clause, termination of HUB Clause, Prompt Payment Clause, and Retainage Clause. (If applicable).
- ◆ The prime will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to HUBs, and copies of executed contracts with HUBs. The prime shall provide access to books, records and accounts to authorized officials of the District, state or Federal agencies for the purpose of verifying HUB participation and good faith efforts to carry out this HUB policy. All District contracts are subject to HUB audit.
- ◆ **Joint Venture (JV) and Partnership:**
- ◆ To qualify for the joint venture or partnership credit, a written agreement must be included with the submission, detailing the contractual relationship and percentage of ownership of each firm(s).
- ◆ Also, the lesser percentage firm must be a HUB certified firm. Provide applicable HUB certification verification, as noted above.



- ◆ Mentor Protégé is designed to enable successful firms provide various forms of business development assistance to Program Participants. The goal of the Mentor-Protégé Program is to enhance the capability of Program Participants to be competitive, achieve entrepreneurial success, and contribute to the strength and vigor of our economy.
- ◆ To qualify for Mentor Protégé the firm must submit a Mentor Protégé agreement listing parties associated with the listed project.
- ◆ Also, the Protégé firm must be a HUB certified firm. Provide applicable HUB certification verification, as noted above.
- ◆ Points associated with JV and Mentor Protégé sections are explained in the scoring criteria.

Note: HUB certifications shall be maintained and active at all times. Is it the responsibility of the General Contractor to validate active enrollment and to notify subs of renewal prior to expiration.

COMPANY NAME: PROCEDEO
 BID TITLE: PROGRAM MANAGER –
 OWNER'S REPRESENTATIVE SERVICES
 BID NUMBER: RFQ 18-030



CAPITAL IMPROVEMENT
 PROGRAM

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the Fort Worth Independent School District in accordance with the expectation specified in this solicitation.

- ◆ Respondents shall submit a completed Compliance Guidelines & Forms for the HUB Program in order to be considered responsive. Failure to submit the form may result in the bid, proposal or other expression of interest to be considered non-responsive.
- ◆ Respondents who intend to Self-Perform all of their work are still required to submit this form with the appropriate fields completed.

SECTION 1 PROJECT INFORMATION	
A. Bid / Proposal Title:	Program Manager – Owner's Representative Services
B. Bid Number:	RFQ 18-030

SECTION 2 RESPONDENT'S INFORMATION			
A. Company Name:	Procedeo		
B. Address:	10625 N County Rd, Frisco, TX 75033		
C. Phone Number:	972-668-9340		
D. Fax:	972-668-9351		
E. Contact Person:	Gary Frazier		
F. E-mail Address	GaryFrazier@coreconstruction.com	Cell Phone:	972-979-8089

SECTION 3 HUB CERTIFICATION INFORMATION	
A. Is your company a certified Historically Underutilized Business? i.e. Minority or Woman Owned Business?	
Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
If Yes, Complete the following: (Please take note under page 2, third bullet point of the acceptable types of certifications)	
B. Certifying Agency:	NA
C. Certification Number:	NA
D. Expiration Date:	NA
E. Ethnicity / Gender:	NA

COMPANY NAME: PROCEDEO
 BID TITLE: PROGRAM MANAGER –
 OWNER'S REPRESENTATIVE SERVICES
 BID NUMBER: RFQ 18-030
HUB UTILIZATION PLAN



CAPITAL IMPROVEMENT
 2018-2019

SECTION 4 JOINT VENTURE/PARTNERSHIP			
Is your company a Joint Venture? <input checked="" type="checkbox"/> Yes (Please attach a Joint Venture Agreement or Partnership Agreement) <input type="checkbox"/> No			
If Yes, Complete the following information for the HUB/MWBE firm(s):			
A. Name of HUB/MWBE Firm(s) in the Joint Venture	Foster CM Group, Inc.		
B. Certifying Agency:	North Central Texas Regional Certification Agency (NCTRCA)		
C. Certification Number:	BMMB20450N0219		
D. Expiration Date:	February, 2019		
E. Ethnicity / Gender	Black Male		
F. Firm Ownership Percentage (%)	29%		
NOTE: Include the HUB/MWBE certifications from the respective agencies.			
SECTION 5 MENTOR PROTEGE			
<input type="checkbox"/>	Yes	My company has attached a Mentor Protégé agreement.	
<input checked="" type="checkbox"/>	No	My company did not attach a Mentor Protégé agreement.	
SECTION 6 GOOD FAITH EFFORT			
<ul style="list-style-type: none"> • Complete the following only if you were not able to meet the District's HUB expectation on this project. • Fort Worth ISD reserves the right to determine Good Faith Effort. You may be asked to submit additional information. 			
<p>a. Provide written notification of the subcontracting opportunity to five (5) or more HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.</p>			
<p>b. Provide written notification of the subcontracting opportunity to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.</p>			
<p>c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the Fort Worth ISD has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the District.</p>			

COMPANY NAME: PROCEDEO
 BID TITLE: PROGRAM MANAGER –
 OWNER'S REPRESENTATIVE SERVICES
 BID NUMBER: RFQ 18-030

SECTION 7: HUB UTILIZATION PLAN

- ◆ List all HUB Sub-Contractor firms that you anticipate utilizing in this project. Complete Column 1 – 8.
- ◆ Total number, total dollar value and total percentage of Non-HUB firms that you anticipate utilizing in this project.
- ◆ According to the District Policy, only certified Minority or Women owned firms will be counted towards meeting the District's HUB participation.
- ◆ Provide a copy of the minority certificate for all HUB firms listed below.
- ◆ If needed make additional copies of this page.

Column 1: List type of work to be performed
Column 2: Firm information, must provide firm's address.
Column 3: Firm's contact person and contact information
Column 4: If firm is certified by a Fort Worth ISD recognized certifying agency, Please find a list of agencies under the Summary of Utilization of HUBs, third bullet.

Column 5: Certification number
Column 6: List firm's ethnicity as AA – African American; AI – Asian Indian; AP – Asian Pacific American; NA – Native American; HI – Hispanic American; WO – American Women (excludes AA, AI, AP, NA, HI women); gender as M – Male; F – Female
Column 7: Indicate dollar amount quoted for each
Column 8: Indicate percentage of the total contract amount

Type of Work (1)	Firm Name & Address (2)	Contact Name & Phone (3)	Certif. Agency (4)	Certif. Number (5)	Ethnicity / Gender (6)	Quote (\$) (7)	% (8)
HUB Sub(s) Certified Firms							
Owner Representative	Foster CM Group, Inc., 5601 Bridge Street, Ste #300, Fort Worth, TX 76112	Robbie Thompson, 817-586-4431	North Central Texas Regional Certification Agency (NCTRCA)	BMMB204 50N0219	Black Male	TBD	29%
Owner Representative Support	Aguirre Roden 10670 N Central Expy, Dallas, TX 75231	Brenda Spinelli, 972-789-2637	North Central Texas Regional Certification Agency (NCTRCA)	HMDB091 65Y1018	Hispanic	TBD	8%
Outreach	ACARI Management Group, Inc., Jollyn Mwisongo	Jollyn Mwisongo, 817-617-7712	North Central Texas Regional Certification Agency (NCTRCA)	BFMB109 57N0718	Black Female	TBD	5%
TBD	TBD	TBD	TBD			TBD	4%
Total Number of Non-HUB Sub(s)					Total	Total Dollar Value of Non-HUB	Total %
							46%

COMPANY NAME: PROCEDEO
 BID TITLE: PROGRAM MANAGER –
 OWNER'S REPRESENTATIVE SERVICES
 BID NUMBER: RFQ 18-030



CAPITAL IMPROVEMENT
 PROGRAM

AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed above, and that the information and supporting documentation submitted are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent will submit Prime Assessment Report – PAR to the District or District's representative, verifying their compliance with this HUB Utilization Plan, including the use/expenditure they have made to subcontractors.
- The respondent must seek approval from the District prior to making any modifications to their HSP.

BID TITLE:	Program Manager – Owner's Representative Services	BID NUMBER:	RFQ 18-030
PRINT NAME:	Gary Frazier	DATE:	11/3/17
SIGNATURE:		TELEPHONE:	972-668-9340

DISTRICT USE ONLY			
BID TITLE:	Owner's Representative	BID NUMBER:	18-030
REVIEWED BY			
Print Name:	Vicki D. Burris	Title:	11-9-17
Signature:		Date:	11/7/17
Date Submitted to HUB Office:	11/7/17		
HUB OFFICE			
Received on:	11/7/17		
Received By:	Charlette Aery	Title:	Accounting Manager
Signature:		Date entered into system:	TBD

Capital Improvement Program
2821 Cullen St. Fort Worth, Texas 76107
OFFICE 817.317.7700 FAX 817.317.7780



November 6, 2017

Gary Frazier
Procedeo Group Joint Venture
10625 North County Road
Frisco, TX 75033

Re: Owner's Representative for 2017 Capital Improvement Program
Historically Underutilized Business (HUB) Plan

Dear Mr. Frazier:

The Fort Worth Independent School District Capital Improvement Program (CIP) HUB Evaluation Committee has reviewed, evaluated and accepted Procedeo's HUB team makeup, HUB/M/WBE certifications and anticipated HUB percentage commitment of 46% of the total dollar value of the Owner's Representative contract for the 2017 Capital Improvement Program.

We look forward to working together with the entire Procedeo team to help make the CIP HUB Program and the 2017 Capital Improvement Program a success.

Regards,

Vicki Burris
Chief Officer, Capital Projects Administration
Capital Improvement Program

Danielle Aery
Accounting Manager II
Capital Improvement Program

**ACTION AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: APPROVE QUALIFICATION OF FIRMS AND AUTHORIZATION TO NEGOTIATE AND AWARD CONTRACTS FOR ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM AND PROJECTS FUNDED AS A RESULT OF THE 2017 TAX RATIFICATION ELECTION

BACKGROUND:

The District released a Request for Qualifications (RFQ) 18-032 entitled “Architectural and Engineering Services for the FWISD 2017 Capital Improvement Program and projects funded as a result of the 2017 Tax Ratification Election” with the following schedule of events:

Event	Date
RFQ Issued	October, 5, 2017
Pre-Submittal Meeting	October 11, 2017
Deadline for written submission of questions	October 11, 2017
Addendum Issued	October 12, 2017
Statement of Qualifications Due	October 23, 2017
List of qualified firms submitted to the Board of Education	November 14, 2017

On October 11, 2017, 40 firms attended the pre-submittal meeting. All questions were answered and responses were provided to all attendees through the District’s website and by e-mail. On October 23, 2017, the District received 31 Statement of Qualifications (SOQs) from prime firms in response to the RFQ.

Vendors that responded to the RFQ	
Autoarch Architects	LBL Architects
Bennett Benner Partners	Munoz / Campos
Brown, Reynolds, Watford Architects Inc	Parkhill, Smith & Cooper
CaCo Architecture	PBK
Corgan	Perkins + Will
Franz Architects	REES
Fender Andrade Architects	RGM Architects
Glenn Partners	RPGA Design Group
Hanfeld Associates	SDS Architecture
Halbach Dietz Architects	Stantec Architecture
Harrison Kornberg Architects	T. Howard & Associates
HKS	True North Consulting

Huckabee	VAI Architects
IDG Architects	VLK Architects
Jacobs & Associates	WRA Architects
KAI Texas	

On October 25, 2017, the CIP Evaluation Committee began the evaluation process based on the evaluation criteria published in the RFQ. The evaluation is in accordance with Board Policy CV (Local).

1. Firm Profile (5 points)
2. Firm Educational Project Experience (New Schools, Additions (including Expansions & 2015 IBC Storm Shelter Requirements & 2015 Energy Code Requirements), Career & Technical Education) (15 points)
3. Organization Plan and Approach (5 points)
4. Personnel (15 points)
5. Workload (5 points)
6. Consultants (10 points)
7. M/WBE and HUB (Historically Underutilized Business) Utilization (10 points)
8. Prototype (5 points)
9. Historical Restoration (15 points)
10. References (15 points)

The CIP A/E Evaluation Committee consisted of the following:

Evaluation Committee Members:

Danielle Aery – FWISD CIP Accounting Manager

Gary Griffith – FWISD District Architect

Randy Cofer – FWISD Construction Manager

The evaluation results of the SOQs are provided in Attachment 1. The evaluation qualifies each firm for projects within a range of construction costs.

In accordance with Texas Government Code §2254.004 Contracts For Professional Services of Architect, Engineer, or Surveyor, staff recommends that the Board approve the firms identified in Attachment 1 as qualified providers of those services on the basis of demonstrated competence and qualifications; and grant to the CIP Evaluation Committee the authority to negotiate and award a contract at a fair and reasonable price.

Staff may publish additional RFQs for architectural and engineering services if unable to award contracts necessary for all phases of the Capital Improvement Program and projects funded as a result of the 2017 Tax Ratification Election.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve qualification of firms and grant CIP Evaluation Committee the authority to negotiate and award contracts for architecture and engineering services for the 2017 Capital Improvement Program and projects funded as a result of the 2017 Tax Ratification Election
2. Decline to Approve qualification of firms and grant CIP Evaluation Committee the authority to negotiate and award contracts for architecture and engineering services for the 2017 Capital Improvement Program and projects funded as a result of the 2017 Tax Ratification Election
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve qualification of firms and grant CIP Evaluation Committee the authority to negotiate and award contracts for architecture and engineering services for the 2017 Capital Improvement Program and projects funded as a result of the 2017 Tax Ratification Election

FUNDING SOURCE

Additional Details

2017 CIP and TRE

COST:

TBD

VENDOR:

TBD

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

RATIONALE:

Approval of qualification of firms and grant CIP Evaluation Committee the authority to negotiate and award contracts for architecture and engineering services will enable the District to fulfill the Architectural and Engineering Professional Services needs for the 2017 Capital Improvement Program and projects funded as a result of the 2017 Tax Ratification Election.

INFORMATION SOURCE:

Vicki D. Burris
Gary Griffith

Attachment 1

List of Qualified Firms:

Architectural and Engineering Services for the 2017 Capital Improvement Program (listed alphabetically)	
Autoarch Architects, LLC	LBL Architects, Inc.
Bennett Benner Partners	Munoz / Campos
Brown, Reynolds, Watford Architects Inc	Parkhill, Smith & Cooper, Inc.
CaCo Architecture, LLC	PBK
Corgan	Perkins + Will, Inc.
Fender Andrade Architects, LLC	REES Associates, Inc.
Franz Architects	RGM Architects
Glenn Partners	RPGA Design Group, Inc.
Hanfeld Associates, Architects and Planners, Inc.	SDS Architecture
Halbach Dietz Architects	Stantec Architecture, Inc.
Harrison Kornberg Architects	T. Howard & Associates Architects, Inc.
HKS, Inc.	VAI Architects Incorporated
Huckabee	VLK Architects, Inc.
IDG Architects, Inc.	WRA Architects, Inc.
Jacobs & Associates	
KAI Texas	

**ACTION AGENDA ITEM
BOARD MEETING
November 14, 2017**

TOPIC: AUTHORIZE THE SUPERINTENDENT TO NEGOTIATE A LEASE WITH TARRANT COUNTY COLLEGE DISTRICT FOR THE USAGE OF FACILITIES AT TRINITY RIVER CAMPUS FOR TABS

BACKGROUND:

On June 27, 2017 the Board approved an agreement between Fort Worth ISD and Tarrant County College District (TCCD) to equally share in the architectural costs of full design for the renovation of 29,000 sq. ft. of a floor in the Westfork building at the Trinity River (TR) Campus of TCCD for the Texas Academy of Biomedical Sciences (TABS) High School.

With architectural schematic floor plans complete, TCCD will engage a construction company to renovate this area, using their bid process. FWISD will be invoiced 50% of the cost of construction and furniture, not to exceed \$3,750,000. Operating and facility costs will also be included in the lease for custodial and maintenance. The renovation of the Westfork building shall include 16 classrooms, labs, café areas, office space, faculty lounge, storage and other associated uses. The lease will allow all TABS students to be housed at the Trinity River Campus, eliminating the use of 3813 Valentine. The projected completion date is August 2018 and FWISD would enter into a lease for the use of the facility.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Authorize the Superintendent to Negotiate a Lease with Tarrant County College District for the Usage of Facilities at Trinity River Campus for TABS
2. Decline to Authorize the Superintendent to Negotiate a Lease with Tarrant County College District for the Usage of Facilities at Trinity River Campus for TABS
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Authorize the Superintendent to Negotiate a Lease with Tarrant County College District for the Usage of Facilities at Trinity River Campus for TABS

FUNDING SOURCE

Additional Details

General Fund	199-51-6299-001-999-99-455-000000
2017 Bond Funds	Construction
General Fund	Operating Cost

COST:

Estimated Lease Agreement:
\$ 3,750,000 Construction
\$ 510,000 Annual Operating
\$10,200,000 20 Year Estimated

Total: \$15,000,000

VENDOR:

Tarrant County College District

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

District Operations
TABS

RATIONALE:

Leasing and Renovating Space at TCC River Campus to Unite All Grade Levels of the TABS Campus in One Location Is in the Best Interest of the Students in this Academy, as Well as Being Cost Effective.

INFORMATION SOURCE:

Art Cavazos
Elsie Schiro

- MODULAR CLASSROOMS
- TYPICAL CLASSROOMS
- LABS
- ADMINISTRATIVE & STORAGE SPACES
- CAFE



These documents may not be used for regulatory approval, permit, or construction.

25 MAY 2017

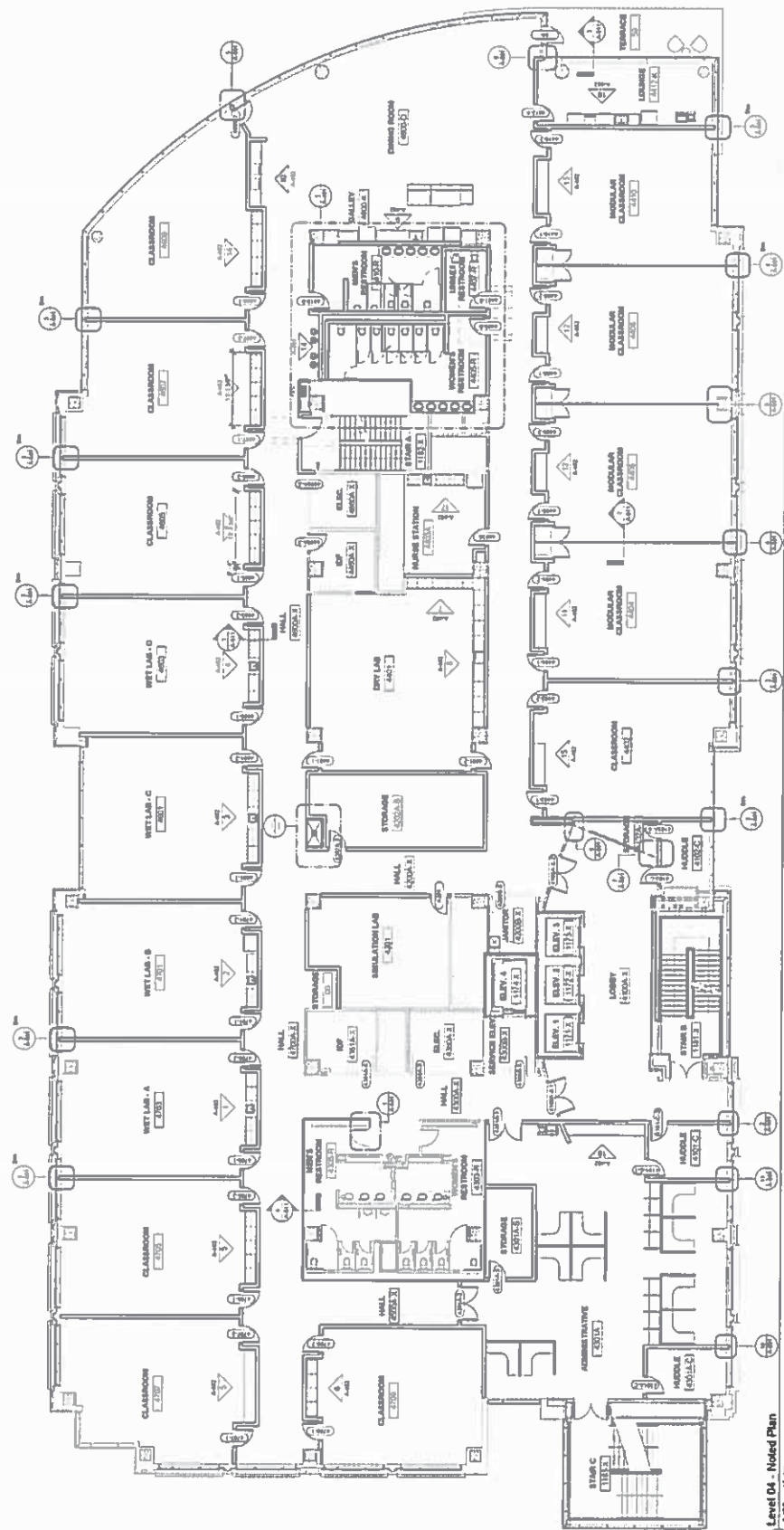


Tarrant County College
EXCELLENCE WITHOUT BORDERS

TABS at TCCD TRWF
FINAL SCHEMATIC FLOOR PLAN

BENNETT + BENNER
PARTNERS
ARCHITECTS + PLANNERS

- FLOOR PLAN GENERAL NOTES**
1. OFFICE AND CLASSROOMS ARE TO BE FURNISHED AS SHOWN. FURNITURE IS TO BE PROVIDED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL UTILITIES AND SERVICES TO THE BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL UTILITIES AND SERVICES TO THE BUILDING.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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 9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.



1 Level 04 - Noted Plan
1/8" = 1'-0"

BENNETT & BENNER PARTNERS ARCHITECTS + PLANNERS

9000 Grand Avenue, Suite 1400
Dallas, Texas 75245
Tel: 214.435.6871 Fax: 214.435.6872
www.bennett.com

Project No: 211160
Issue Date: 08/10/17
Rev: 03/11/17

A-101

LEVEL 04 NOTED PLAN

TARRANT COUNTY COLLEGE DISTRICT - TABS