

*Board of Education
Regular Meeting
October 10, 2017*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on October 10, 2017 the Board of Education of the Fort Worth Independent School District will hold a Regular meeting beginning at 5:30 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES** - Como Montessori Elementary School
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Parent Recognition for S.S. Dillow Elementary School
 - C. National Hispanic Institute
4. **LONE STAR GOVERNANCE**
 - A. 2nd - 3rd Grade Students Progress on Literacy Monitoring System (GPM 1.2)
5. **REPORTS/PRESENTATIONS**
 - A. I.M. Terrell Academy for STEM & VPA Update
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. 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	4
2. Approve Purchase of Demographic Services to Analyze Data Necessary for Facilities Master Planning	14
B. Approve Interlocal Agreement for City Provided After School Services at Leadership Academy at Como Elementary School for the 2017-2018 School Year	22
C. Approve Interlocal Agreement for City Provided After School Services at Greenbriar Elementary School and DeZavala Elementary School for the 2017-2018 School Year	31
D. Approve Interlocal Agreement Between the City of Fort Worth and FWISD for After School Services for the 2017-2018 School Year	43
E. Approve Dean of Instruction Appraisers for the T-TESS Appraisal System	72
F. Approval of Budget Amendment for the Period Ended September 30, 2017	76
G. Approve and Ratify Correction to the Order Calling a Bond Election	82
H. Approve Resolution and Order for Election Services	108
I. Approve the 2013 Capital Improvement Program Budget Amendment Transferring Funds from Completed Projects to Program Contingency	112
J. Approve Budget Amendment for Bid Package 013 (RFCSP 18-010) to Restore Unused Program Contingency in the 2013 Capital Improvement Program	119
K. Approve Budget Amendment and Budget Increase for Bid Package 027 (RFCSP 17-002) in the 2013 Capital Improvement Program	125
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)	131
M. Approve Reclassification of Expenditures for TEA 063, 119, 148 and 159 in the 2013 Capital Improvement Program	137
N. Approve Budget Increase for Bid Package 056 (RFCSP 17-065) in the 2013 Capital Improvement Program	140

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

13. ACCEPT CONSENT AGENDA

14. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

15. ACTION AGENDA ITEMS

A. Approve Proclamation Recognizing October 14, 2017 as Fort Worth BookFest Day 143

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

A. Jacinto Ramos, Jr. - CUBE Conference

17. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE REGION 11 BRIGHTBYTES CLARITY FOR SCHOOLS AND TELECOMMUNICATIONS NETWORK (RETN) VIDEOCONFERENCING

BACKGROUND:

BrightBytes Clarity for Schools is a web-based comprehensive tool for collecting data on many aspects of technology used by students and teachers. Information from BrightBytes is used to make data-informed decisions for future professional development in effective technology integration in our classrooms.

The Region 11 Telecommunications Network (RETN) offers two-way audio/two-way video multi-point communications in the Region 11 area. The service provide opportunities for online collaboration with local cultural and educational content program providers as well as RETN surrounding K-12 campuses, community colleges, and four-year universities.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Region 11 BrightBytes Clarity for Schools and Telecommunications Network (RETN) Videoconferencing
2. Decline to Approve Region 11 BrightBytes Clarity for Schools and Telecommunications Network (RETN) Videoconferencing
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Region 11 BrightBytes Clarity for Schools and Telecommunications Network (RETN) Videoconferencing

FUNDING SOURCE

Additional Details

General Fund

199-13-6239-808-999-99-610-000000

COST:

\$89,056.60

VENDOR:

ESC Region 11

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 Region IX Education Service Center Contract Number 54541. 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 this item provides the tools for schools and the District to make data-informed decision about technology integration in our classrooms and provides distant learning opportunities and collaboration through RETN.

INFORMATION SOURCE:

Kyle Davie
Becky Navarre

EDUCATION SERVICE CENTER
REGION 11

Fort Worth ISD Contract Summary Report

Last Year Enrollment: 87428

<u>Contract</u>	<u>Lock Date</u>	<u>Enroll Start</u>	<u>Enroll End</u>	<u>Total</u>
Administrative Services	09/20/2017	09/01/2017	08/31/2018	\$83,056.60
RETN Videoconferencing	09/20/2017	09/01/2017	08/31/2018	\$6,000.00
				<u>\$89,056.60</u>

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

 Signature of Board President or Designee

 Date Approved by Board of Trustees

 Signature of Superintendent or Designee

 Date

Kyle Davie
 Designated District Contact

Kyle.Davie@fwisd.org
 E-mail of District Contact

Please fax or e-mail to:
 Education Service Center Region 11
 Atten: Dr. Clyde W. Steelman, Jr.
 1451 S. Cherry Lane
 White Settlement, Texas 76108
 Fax (817) 740-7675
clvdes@esc11.net

For additional information, contact:
 Dr. Clyde W. Steelman, Jr.
 (817) 740-3630
clvdes@esc11.net

Clyde W. Steelman, Jr.
 ESC Region 11 Executive Director Signature



Administrative Services

Contract

2017-2018

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2017, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

The Instructional Services Division offers the following services and discounts to school districts/charter schools that sign the **Administrative Services Contract**:

Services Included at No Additional Cost

- TEA/SBEC rules/regulations dissemination and interpretation, including individual district support and assistance
- T-TESS/T-PESS Teacher/Principal Appraisal Technical Assistance
- Principal cluster meetings
- Technology and Learning Analytics Evaluation Tool — BrightBytes Clarity for Schools
BrightBytes Clarity for Schools is an online platform that helps schools determine the impact of technology on student learning. The framework provides a medium for all stakeholders to establish a common understanding of technology use by examining the measurement of student and teacher access to technology at school and at home, teacher and student skills, and factors in the school environment, such as relevant policies and administrative support. All three areas converge to produce the results in the classroom, which closely examines both teacher and student use of specific technologies for various types of learning. The framework is used to drive all qualitative and quantitative analyses provided by the Clarity for Schools platform, helping educators determine the links between their school's technology use and student learning outcomes.

Services Available at a Reduced Cost

- **All trainings listed are available to contracting districts upon request, but not necessarily regularly scheduled. All experiences are available for on-site, customized delivery.**
 - o T-TESS Teacher Appraisal Training
 - o T-PESS Principal Appraisal Training
 - o First Year Principal Academy
 - o Chapter 37 update training
 - o On-site principal/assistant principal coaching
 - o Administrator virtual coaching sessions
 - o Administrator learning framework and succession planning

- **SAMR Lens**

The CASE framework powers the BrightBytes Technology & Learning module, which assesses an organization's capacity for technology and provides personalized recommendations for improvement. By adding the SAMR lens, you can now zoom in on the extent to which teachers are using that capacity to transform learning. Adding on the SAMR lens will allow district and campus leaders to do the following:

- o Instantly connect relevant research and analysis from BrightBytes Labs to both SAMR and the CASE framework to ensure that you are seeing the most actionable information.
- o Define levels of sophistication of technology use from basic replication and the digitization of 20th century practices to true 21st century learning.
- o Target professional learning opportunities that help staff move along the SAMR continuum from Substitution and Augmentation to Modification and Redefinition.
- o Guide change at the building and district level by implementing initiatives that have the highest instructional impact on the widest number of teachers.

ESC Region 11 Contact

Director of Instructional Services
(817) 740-7543



Administrative Services Contract

Price List — 2017-2018

<u>School Type</u>	<u>Cost</u>
All Region 11 Districts/Charters	\$.80 per enrollment
Region 11 Private Schools	\$1.00 per enrollment
Districts/Charters/Private Schools SAMR Lens Add-On	\$.15 per enrollment



RETN Videoconferencing Contract 2017-2018

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2017, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

The following services are offered to school districts/charter schools and private schools.

RETN

The Region Eleven Telecommunications Network (RETN), established by ESC Region 11, offers two-way audio/two-way video multi-point communications in the Region 11 area. RETN members include K-12 campuses, community colleges and four-year universities as well as local cultural and educational content program providers. Texas Education Telecommunications Network (TETN) is a statewide network connecting all 20 ESCs and the Texas Education Agency (TEA). Many events are available through the TETN network exclusively to RETN member districts.

Services included

- Remote and recording access to TETN programs
 - STAAR Accommodations Update
 - STAAR Alternate 2 Update
 - Bilingual/ESL/Title III Updates
 - TSNAP
- Student Programming (Program content subject to change)
 - Global Collaboration Day
 - Virtual Science Club
 - Holiday Storytelling
 - Fort Worth Nature Center Animal Program
- Access to colleges for dual-credit courses
 - Ranger College
 - Hill County College
 - Weatherford College
- Access to high school courses
 - Spanish
- Technical assistance when connecting to programs
 - Phone and email support from 7:30 a.m.-4:30 p.m. (Monday-Thursday) and 7:30 a.m. - 3:30 p.m. (Friday)
- Live streaming and/or recording events
 - School board meetings
 - Graduation

- Remote and recording access to Professional Learning sessions presented at Region 11
 - Child Nutrition Updates and Information
 - Bilingual Directors Meetings
- A set number of PRO Zoom accounts, based on student enrollment
 - PRO Zoom accounts have no time limit, include breakout rooms, and can have up to 49 attendees
- Reata Robots
 - Access to Reata Robots on a first-come, first-served basis at no additional cost or P.O. required

ESC Region 11 Contact

**Director of Instructional Services
(817) 740-7611**

Price List — 2017-2018

Student Enrollment	Price Per District
0-499	\$500
500-999	\$1,000
1,000-1,999	\$1,500
2,000-4,999	\$3,000
5,000-9,999	\$4,500
10,000+	\$6,000

Contract No.
54541



Master Interlocal Agreement

This Master Interlocal Agreement ("Agreement") is made by and between Education Service Center Region 11 ("ESC Region 11") and ("Local Government"), (collectively referred to as the "Parties" or individually as the "Party") parties herein by and through their respectively authorized officers or employees

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments in contract with each other to provide governmental functions and services; and

WHEREAS, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

WHEREAS, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

NOW THEREFORE, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

AGREEMENT

1. **Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
2. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 11, and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner. The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
4. **Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
5. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Local Government

Fort Worth ISD

Name of Local Government

100 N. University

Address of Local Government

Jonathan Bey 817-814-2210

Contact Name

Phone Number

jonathan.bey@fwisd.org

Email Address

[Signature] 9/27/16

Board President Signature

Approval Date

220905

County/District # (if applicable)

ESC Region 11

1431 S. Cherry Lane
White Settlement, Texas 76108
Attn: Danna Casper

[Signature]

ESC Region 11 Executive Director Signature

10/12/16

Date

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE PURCHASE OF DEMOGRAPHIC SERVICES TO ANALYZE DATA NECESSARY FOR FACILITIES MASTER PLANNING

BACKGROUND:

The Fort Worth Independent School District Board of Trustees is committed to the continuing development and ongoing revision of a Facility Master Plan (Plan). The purpose of this Plan is to provide a valuable fact-based planning tool for facility-related decisions that are consistent with and supportive of the academic mission. As a part of the Plan the District must understand its demographics and the related demands on our schools. The District is requesting approval to renew a TCPN awarded demographic service for 2017-2018 school year to assist in preparing this information at a cost of \$79,500. The services will include the following:

1. Provide 10 year enrollment projections by campus and grade, accounting for:
 - a. Current/future residential growth and development, school choice and special programs
 - b. Student demographic characteristics (ethnicity, gender, special populations, etc.)
 - c. Universal pre-kindergarten
 - d. Others

2. Demographer will provide additional reports and updates on:
 - a. Student residence vs. school of enrollment (incoming/outgoing)
 - b. Housing type unit counts, student yields, and land use by attendance zone
 - c. Area economic outlook- including impact on local job market
 - d. Maps and detailed information on planned residential developments
 - e. Scenarios for attendance zone planning

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Demographic Services to Analyze Data Necessary for Facilities Master Planning
2. Decline to Approve Purchase of Demographic Services to Analyze Data Necessary for Facilities Master Planning
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Demographic Services to Analyze Data Necessary to the Development of a Facilities Master Plan

FUNDING SOURCE

Additional Details

General Fund

199-51-6299-001-999-99-280-000000

COST:

\$79,500

VENDOR:

Templeton Demographics

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 The Cooperative Purchasing Network Contract Number R150602. 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 Operations

RATIONALE:

Developing a Facilities Master Plan requires the District to understand its demographics and its impact on the demands of our schools. Demographic Services are essential to the success of this endeavor.

INFORMATION SOURCE:

Art Cavazos
Mike Naughton
Karen Molinar
Cheri Washington

2017-18 Demographic Study Attendance Zone Planning, Web G.I.S. and School Zone Finder Annual

September 21, 2017

Fort Worth ISD
Art Cavazos
Chief of Operations
100 N University Dr.
Fort Worth, TX 76107

Templeton Demographics will provide the following demographic services:

Enrollment Forecast

- Analyze existing demographics and enrollment history for all attendance levels.
- Provide ten-year enrollment forecast by campus, grade level and planning area.
- Geo-code existing student database to assess current attendance patterns.
- Compare current student database to enrollment history to analyze for trend patterns.
- Provide enrollment projections by campus and grade level.
- Forecast population growth within the district.

Housing Research

- Review single family and multi-family building patterns.
- Research and review vacant land parcels for development potential.
- Survey current subdivisions for lots under construction and vacant developed lots.
- Interview developers, city and county planning departments regarding future developments.

Demographic Analysis

- Reside and attending student reports.
- Student/Parcel analysis- report compares student addresses to parcel data.
- Single family and multifamily yield analysis.
- Review planning areas with district staff to ensure planning needs are met.

Attendance Zone Planning

- Utilize GIS software to build attendance zones using geocoded student data.
- Assist administration with planning sessions to review options.
- Review growth trends, ethnic and economic disadvantaged percentages along with enrollment forecast based on scenarios.
- Assist with public meetings by presenting information concerning enrollment growth and attendance zone scenarios.

Demographic Desktop

- Web based portal to host district reports, maps, enrollment projections and presentations.

School Zone Finder

- Web based program that identifies address with attendance zones.

Web G.I.S. – Geographical Information System

- District log in is on the Templeton Demographics web page.
- Web based application to host district reports, maps, data and G.I.S. tool.
- Subdivision research will be recorded and available thru the G.I.S. tool.
- G.I.S. tool will contain the following G.I.S. layers: streets, parcels, school points, attendance zones, students and development research notes.
- Development notes will be updated quarterly.

Fee Schedule

The fee for Demographic Services is \$79,500.00

The district will be billed:

October 1, 2017 \$39,750.00

April 1, 2018 \$39,750.00

Presentations and meetings to review the Demographic Report will be provided at no additional cost. Electronic and hard copies of the completed report will be provided.

TCPN R150602

Please remit payment to:

Templeton Demographics
P.O. Box 79415
City of Industry, CA 91716-9415

If the listed services are acceptable **please sign** in the space below, at which time this letter will be our agreement concerning the demographic services to be provided by Templeton Demographics, LLC.

Respectfully submitted,



Bob Templeton

7/20/17
RB

I accept and agree to the contract for demographic services:

Signed by: _____

Date: _____

Demographic Calendar - 2017/18

Mid-November 2017: Rough Draft of forecasts after October Snapshot

Mid-January 2018: Second Draft for budget/staffing projections

Mid-April 2018: Revisions/adjustments for enrollment changes after PEIMS

May/June 2018: Final report for Year End Budget

Mid-September 2018: Review Forecasts & Actuals

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish the licensed professional services in strict compliance with the terms, specifications and conditions at the prices proposed within proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name Templeton Demographics
Address 556 Silicon Dr. #101
City/State/Zip Southlake, TX 76092
Telephone No. 817-251-1607
Fax No. 817-251-2067
Email address bob@demographics.com
Printed name Bob Templeton
Position with company President
Authorized signature *Bob Templeton*

Accepted by The Cooperative Purchasing Network:

Term of contract August 1, 2015 to July 31, 2016

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Rita Drabek
Region 4 ESC Authorized Board Member

7-23-15
Date

Rita Drabek
Print Name

Faye B. Bryant
Region 4 ESC Authorized Board Member

7-23-2015
Date

Faye B. Bryant
Print Name

TCPN Contract Number 2150602

February 24, 2017

Mr. Bob Templeton
President
bob@tdemographics.com
Templeton Demographics
556 Silicon Drive, # 101
Southlake, TX 76092

Re: Renewal Award of Contract # R150602

Dear Mr. Templeton:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 21, 2017, National IPA is pleased to announce that Templeton Demographics has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on April 30, 2015, and subsequent performance thereafter:

Contract

Demographic Study Service

The contract will expire on July 31, 2018 completing the third year of a five-year term contract. **If you have any questions or if your company is not in agreement, please contact your designated Contract Manager, Christine Dorantes, at 615-431-8182 or Christine.dorantes@nationalipa.org.**

The partnership between Templeton Demographics and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Kelly Burnett

Kelly Burnett
Contract Analyst

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE INTERLOCAL AGREEMENT FOR CITY PROVIDED AFTER SCHOOL SERVICES AT LEADERSHIP ACADEMY AT COMO ELEMENTARY SCHOOL FOR THE 2017 - 2018 SCHOOL YEAR

BACKGROUND:

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

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement For City Provided After School Services At Leadership Academy at Como Elementary School For The 2017-2018 School Year
2. Decline to Approve Interlocal Agreement For City Provided After School Services At Leadership Academy at Como Elementary School For The 2017-2018 School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Interlocal Agreement For City Provided After School Services At Leadership Academy at Como Elementary School For The 2017-2018 School Year

FUNDING SOURCE

Additional Details

General Fund
Special Revenue

199-61-6299-0FN-999-30-395-000000 - \$50,000
498-61-6299-LDA-117-24-347-000000-18L97 - \$136,934

COST:

\$186,935

VENDOR:

City of Fort Worth - Neighborhood Services

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Como ES

RATIONALE:

This agreement establishes a service provision agreement between the District and the City to provide an after school program and services to students at Leadership Academy at Como ES for the 2017-2018 school year.

INFORMATION SOURCE:

Karen Molinar
Cherie Washington
Michael Steinert
Miguel Garcia, Jr.

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

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

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

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

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

WHEREAS, for more than a decade, the FWISD and City have entered into a series of Interlocal Agreements for the creation and operation of a Coordinating Board to oversee and operate after-school programs at selected FWISD schools as a juvenile crime prevention measure, with the most recent agreement being 48299 approved by the Fort Worth City Council on May, 24, 2016 as Mayor and Council Communication C-27730 (the “Coordinating Board Agreement”);

WHEREAS, FWISD and City anticipate executing a new Coordinating Board Agreement to continue funding and operating the coordinating board and the after-school program for the 2017-2018 school year;

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

WHEREAS, the FWISD, on behalf of the Coordinating Board, and the City wish to enter into a new agreement so that the City, through its Neighborhood Services Department, may continue to provide the after-school program at Como Elementary School for the 2017-2018 school year.

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

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

1. SCOPE OF SERVICES. The City will implement and operate the after-school program at Como Elementary School pursuant to the terms of the Coordinating Board Agreement governing the 2017-2018 school year. The Coordinating Board, as authorized under the Coordinating Board Agreement, shall oversee the implementation and operation of said programs.
2. GOALS AND MISSION STATEMENT. The mission of the After-School Program at Como Elementary School shall be: "To enable needs-based after-school programs in a safe environment that result in educational, physical, and social development for elementary and middle school aged children."

- (a) Goals of the After-School Program shall include, at a minimum:
 - i. To provide homework assistance, tutorial, and relevant educational programs
 - ii. To improve the awareness of the importance of learning
 - iii. To reduce the level of truancy
 - iv. To address the students physical needs
 - v. To provide activities that promote social development
 - vi. To reduce juvenile arrests
 - vii. To reduce juvenile victims of crimes during the target hours

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

3. FUNDING.

(a) FWISD agrees to pay the City up to Two Hundred Thirty Thousand Dollars and 00/100 ~~(\$230,000.00)~~ ¹⁹⁴¹⁷ (\$186,935) to fund the operation of the After-School Program at Como Elementary School. FWISD covenants and agrees that the funding for this Agreement shall not include any money originating from the City, including, but not limited to, funds from the City's Crime Control and Prevention District.

(b) To receive funds under this Agreement, the City must submit written reimbursement requests to the FWISD in a manner and form agreed to by the

parties. FWISD agrees to reimburse the City for all allowable expenses set forth in such reimbursement requests within thirty (30) days after receipt of the request.

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

4. TERM. The term of this Agreement is for a one-year period, effective beginning on July 1, 2017, and ending on June 30, 2018 and shall cover the entire 2017-2018 school year.

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

6. TERMINATION OF AGREEMENT.

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

(b) This Agreement may be terminated by either party, in whole or in part, at any time with or without a reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the Agreement is being terminated and the effective date of termination.

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

If to City
Fernando Costa
Assistant City Manager
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

If to FWISD
Dr. Kent Paredes Scribner
Superintendent
Fort Worth Independent School District
100 N. University Dr.
Fort Worth, Texas 76107

(817) 392-8180

(817) 871-2000

With a copy to:

City Attorney's Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

With a copy to:

General Counsel's Office
Fort Worth Independent School District
100 N. University Dr.
Fort Worth, Texas 76107

8. INDEPENDENT CONTRACTOR. FWISD shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. FWISD shall have exclusive control of and the exclusive right to control the work designated to the FWISD to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor FWISD shall be responsible under the doctrine of respondeat superior for the acts or omissions of officers, members, agents, servants, employees of the other. Nothing herein shall be construed as creating a partnership or joint enterprise between City and FWISD.

9. NONDISCRIMINATION.
 - (a) Neither the City nor FWISD nor any of their respective officers, members, agents, servants, employees, program participants, or subcontractors, while engaged in performing this Agreement, shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

 - (b) The City and FWISD agree that, in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation or national origin, nor will FWISD permit its officers, agents, servants, employees, subcontractors, or program participants to engage in such discrimination.

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

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

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

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

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

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

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

16. APPLICABLE LAW AND VENUE.
 - (a) This contract shall be construed in accordance with the laws of the State Of Texas.

 - (b) Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this

Agreement, venue for said action shall lie in Tarrant County, Texas or the Federal Court of the Northern District of Texas – Fort Worth Division.


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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples in Fort Worth, Tarrant County, Texas this 3 day of October, 2017.

CITY OF FORT WORTH


FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: 
Fernando Costa
Assistant City Manager

By: _____
Dr. Kent Paredes Scribner
Superintendent 

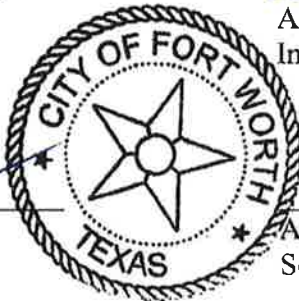
APPROVED AS TO FORM AND LEGALITY:


Assistant City Attorney


Attorney for Fort Worth
Independent School District

ATTEST:


Mary J. Kayser
City Secretary



Anael Luebanos
Secretary, Board of Education

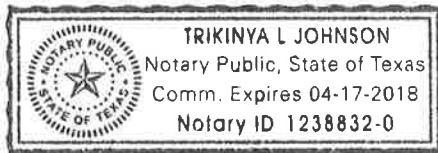
Contract Authorization
M&C: C-28320
Date: August 15, 2017

STATE OF TEXAS

COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of August, 2017.



Trikinya L Johnson
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2017.

Notary Public in and for the State of Texas

Contract Compliance Manager:

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

Sonia Singleton
Sonia Singleton
Assistant Director

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE INTERLOCAL AGREEMENT FOR CITY PROVIDED AFTER SCHOOL SERVICES AT GREENBRIAR ELEMENTARY SCHOOL AND DEZAVALA ELEMENTARY SCHOOL FOR THE 2017 - 2018 SCHOOL YEAR

BACKGROUND:

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

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement For City Provided After School Services At Greenbriar Elementary School And DeZavala Elementary School for the 2017-2018 School Year
2. Decline to Approve Interlocal Agreement For City Provided After School Services At Greenbriar Elementary School And DeZavala Elementary School for the 2017-2018 School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Interlocal Agreement For City Provided After School Services At Greenbriar Elementary School And DeZavala Elementary School for the 2017-2018 School Year

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$83, 410

VENDOR:

City of Fort Worth - Parks and Recreation

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Greenbriar ES and DeZavla ES

RATIONALE:

This agreement establishes a service provision agreement between the District and the City to provide an after school program and services to students at Greenbriar Elementary and DeZavla Elementary for the 2017-2018 school year.

INFORMATION SOURCE:

Karen Molinar
Cherie Washington
Michael Steinert
Miguel Garcia, Jr.

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

This INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH**, a home-rule municipal corporation of the State of Texas (“City”), and the **BOARD OF TRUSTEES of the FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District (“FWISD”).

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

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

WHEREAS, increased academic and cultural enrichment activities outside the school day has been identified as a major need by teachers, students, parents and community members; and

WHEREAS, since 2004, the City, through its Park & Recreation Department, has supported FWISD’s operation of afterschool programs at various FWISD schools; and

WHEREAS, the purpose of the afterschool programs is to provide academic enrichment programs and other activities to reinforce and complement the FWISD’s regular academic programs; and

WHEREAS, FWISD and the City wish to continue to provide academic enrichment programs and other activities to reinforce and complement the FWISD’s regular academic programs at Greenbriar Elementary School and DeZavala Elementary School (“Program”);

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

**1.
OBJECTIVES AND GOALS**

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

1. Increase the academic achievement of students as shown by the number of students passing all tests on State of Texas-mandated standardized tests and being promoted to the next grade.
2. Increase the number of students who progress toward graduation as shown by reduction in the annual dropout rate.
3. Increase the number of students who demonstrate increased proficiency in reading, science, and mathematics as demonstrated through pre-and post-testing.
4. Increase the number of students involved in positive youth development activities that occur outside school hours and that are designed to provide a safe haven for students while reducing disciplinary placements and juvenile crime.

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

1. Provide opportunities for academic enrichment, including providing tutorial services to help children, particularly students who attend low-performing schools, to meet State of Texas and local student academic achievement standards in core academic subjects such as reading, mathematics, and science.
2. Offer participating students a broad array of additional services, programs, and activities that are designed to reinforce and complement the students' regular academic program.

2.
FUNDING

2.1. FWISD agrees to pay the City annually Forty-One Thousand, Seven Hundred Five Dollars and No Cents (\$41,705.00) to fund the operation of the Program at Greenbriar Elementary School, and Forty-One Thousand Seven Hundred Five Dollars and No Cents (\$41,705.00) to fund the operation of the Program at DeZavala Elementary School. FWISD and the City agree that these amounts fairly compensate the City for the operation of the Program. FWISD covenants and agrees that the funding for this Agreement shall not include any money originating from the City, including, but not limited to, funds from the City's Crime Control and Prevention District.

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

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

3.
TERM

3.1. The initial term of this Agreement shall be for a period of one year, effective beginning on August 1, 2017 and expiring on July 31, 2018. The term of this Agreement may be renewed and extended for five (5) additional one-year renewal periods upon mutual written agreement of the parties.

4.
CONTINGENCY

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

5.
**ADMINISTRATION, RECORD KEEPING,
REPORTING AND OVERSIGHT**

5.1 FWISD will:

1. Provide a project manager to help oversee grant implementation and supervision of a campus level academic liaison.

2. Provide onsite program coordination, adequate project sites, and facility amenities.
3. Provide overall leadership through the FWISD Offices of the Chiefs of Elementary and Secondary Schools.
4. Serve as fiscal agent for the grant project.
5. Provide fiscal management through the FWISD Offices, Accounting and Budget.
6. Provide administrative assistance with submittals for center expenses.
7. Act as broker of services with Community Based Organization(s) (CBO), FWISD staff, and the City.
8. Coordinate with all centers to maximize resources.
9. Coordinate meetings between CBO and other project staff members.
10. Provide ongoing feedback, compilation, and dissemination to ensure continuous improvement.

5.2 City will:

1. Work collaboratively in the delivery of services.
2. Be responsible on a campus level for hiring, training, supervision, and terminating non-academic staff to meet FWISD guidelines and scheduling needs.
3. Assist the program manager with brokering of services with other CBOs, FWISD staff, and the City to provide enrichment and family literacy programs.
4. Work with the academic liaison to facilitate the plan for academic enrichment, use of campus facilities, and recruitment of staff to work in the Program.
5. Provide activity coordination and communication.
6. Work with the academic liaison to schedule youth activities and integrate with academic objectives.
7. Compile attendance and other records as required for compliance with the Program requirements.

6. **FUNDING REQUIREMENTS**

6.1. All funding, including administrative costs, payroll, professional and contracted services, travel, printing, supplies and materials, and other operations costs shall be limited to the funds acquired by the City from FWISD through the Program and will be administered in strict accordance with the following:

1. Grant funding shall not supplant current funding dedicated to after-school programs.
2. Funding for this Agreement is on a reimbursable basis and based on actual expenditures, not budgeted amounts.
3. The total amount of expenditures by the City and the obligation of the FWISD to reimburse the City under this Agreement shall be limited to the availability of funds, but in no event shall such amounts exceed \$41,705.00 at Greenbriar Elementary School and \$41,705.00 at DeZavala Elementary School.
4. The City shall submit weekly attendance reports to the FWISD. Failure to accurately complete and submit weekly attendance data can result in termination from the Program.

5. No funds may be used to pay for religious worship, instruction or proselytization or for any equipment or supplies for such, or for construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction or proselytization.

7.

GENERAL PROGRAM REQUIREMENTS

7.1. FWISD will:

1. Supervise, monitor, and guide to ensure alignment of project activities with Fort Worth Afterschool guidelines.
2. Provide internal and external evaluation services through the ~~Research and Evaluation Department~~
3. Provide grant compliance and project development assistance through the Grants and Development Department, where applicable.
4. Identify appropriate FWISD students for referral and Program participation.
5. Obtain parental permission for student participation in the Program.
6. Provide appropriate student orientation
7. Work in cooperation with CBO to execute Program evaluation tools, as required, and provide information to CBO.

Grants
+
Development

7.2. City will:

1. Provide a key basis for Program awareness.
2. Assist with recruitment of students and families.
3. Work with FWISD to execute the Program evaluation
4. Provide evaluation summary to the Fort Worth Afterschool personnel.

8.

PROGRAM PREPARATION

8.1. FWISD will:

1. Recruit Program staff:

- a. Coordinator
- ~~b.~~
- ~~c.~~ Tutors
- ~~d.~~ Teachers for academic activities
- ~~e.~~ Librarians and tech lab staff
- ~~f.~~ Monitors and custodial staff

2. Conduct Program training:

- a. Contract with CBOs
- b. Assist with CBO staff recruitment
- c. Assist with recruitment of community organizations.

3. Make arrangements for United States Department of Agriculture approved snacks.

4. Make transportation arrangements.

5. Evaluation:

- a. Plan for data collection

- b. Develop pre-tests

9.

PROGRAM DEVELOPMENT

9.1. FWISD's Coordinator will:

- 1. Coordinate planning for tutoring.
- 2. Plan for use of libraries and tech labs.
- 3. Finalize teachers for academic activities.
- 4. Develop a disciplinary plan with CBO coordinator.
- 5. Ensure there are enough teachers to supervise during snack time.
- 6. Ensure adequate supervision at all times for students; class changes, dismissal; snack time.

9.2 City will:

- 1. Prioritize program needs with Academic Liaison
- 2. Ensure all staff attend required meetings.
- 3. Develop Program plans with staff.
- 4. Develop Program plans with other groups.
- 5. Ensure there is adequate staff to carry out disciplinary plans.

9.3 City and FWISD's Coordinator will coordinate to do the following:

- 1. Student recruitment
 - a. Develop bilingual brochures and flyers.
 - b. Post on FWISD and City web sites.
 - c. Include in FWISD newspaper notes.
 - d. Make presentations at teachers' meetings.
 - e. Coordinate with the athletic program.
 - f. Make personal contacts with youth and parents.
- 2. Volunteer Recruitment
 - a. Work with School/Community Office.
 - b. Encourage parents to volunteer.
 - c. Recruit senior volunteers.
 - d. Make presentations to Adopt-A-School partners.

10.

PROGRAM IMPLEMENTATION

10.1. FWISD Coordinator will:

- 1. Continue recruitment activities.
- 2. Establish homework/tutoring space.
- 3. Coordinate additional hours for libraries and labs.
- 4. Assist with inclusion of state-mandated standardized tests in all CBO programs.

10.2. City will:

- 1. Continue recruitment activities
- 2. Coordinate all activities with Coordinator.
- 3. Provide student programs with intentional academic elements in the areas of:
 - a. Health and wellness.
 - b. Clubs and interest groups.
 - c. Life skills.
 - d. Creative Arts.
 - e. Service Learning.

10.3 FWISD will:

1. Evaluation:
 - a. Conduct prep-tests as needed.
 - b. Review attendance data collection and assist as needed with any difficulties.
 - c. Review other performance data collection.

11.

INDEPENDENT CONTRACTOR

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

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

11.3 No provision of this agreement shall operate or be construed as a waiver by either party of any immunity from liability which it has or could be asserted under the doctrine of governmental immunity or any other immunity which it has under law.

12.

CLAIMS, WAIVER OF IMMUNITY, INSURANCE

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

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

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

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

13.

TERMINATION OF AGREEMENT

13.1 If the City or the FWISD fails, for any reason, to perform any provision of this Agreement, this Agreement may be terminated if the default continues for a period of thirty (30) days after the notifying party notifies the defaulting party in writing of the default and its intention to declare this Agreement

terminated. If the defaulting party does not cure or correct such breach within the thirty (30) day period, the notifying party shall have the right to declare this Agreement immediately terminated and neither party shall have further responsibility or liability hereunder.

13.2 This Agreement may be terminated by either party, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the contract is being terminated and the effective date of termination.

14. **NOTICES**

14.1 Any notice provided for or permitted under this Agreement shall be made in writing and may be given or served by (i) delivering the same in person to the party to be notified, or (ii) depositing the same in the mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified. If notice is deposited in the mail pursuant to (ii) or (iii) of this Section 10, it will be effective upon receipt or refusal. For the purpose of notice, the addresses of the parties are, until changed as provided below, as follows:

City:
City of Fort Worth
Park & Recreation Department
Attn: Director
4200 S. Freeway, Ste 2200
Fort Worth TX 76115

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

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

*with copy to
Office of Legal Services
100 N. University, Ste. 172
Fort Worth, Texas 76107*

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

15. **NONDISCRIMINATION**

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

15.2 The City and FWISD agree that in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, religion, color, sexual orientation, national origin, or any other legally prohibited criteria, nor will FWISD permit its agents, employees, subcontractors or program participants to engage in such discrimination.

16. **SEVERABILITY**

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

17.
WAIVER OF DEFAULT

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

18.
APPLICABLE LAW

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

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

19.
SUBCONTRACTING

19.1 The City will not assign or subcontract any of its rights or responsibilities under this Agreement without prior formal written amendment to this Agreement properly executed by the City, FWISD and the Texas Education Agency.

20.
SOLE AGREEMENT

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

21.
AMENDMENT

21.1 No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

22.
PARTIES BOUND.

22.1 This Agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

23.
FORCE MAJEURE

23.1 If either party is unable, either in whole or part, to fulfill its obligations under this Agreement due

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

24.
SIGNATURE AUTHORITY

24.1 FWISD certifies that the person signing this Agreement has been properly delegated this authority.

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

CITY OF FORT WORTH

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Susan Alanis
Assistant City Manager

By: _____
Dr. Kent Paredes Scribner
Superintendent



Date: _____

Date: _____

ATTEST:

ATTEST

City Secretary

Anael Luebanos
Secretary, Board of Education

Recommended by:

Richard Zavala
Director, Park and Recreation Department

APPROVED AS TO FORM AND LEGALITY:

Richard McCracken
Assistant City Attorney

Attorney for Fort Worth Independent School District

Authorization:
M&C #:
Date:

Contract Compliance Manager:

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

Name: _____

Title: _____

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT WORTH AND FWISD FOR AFTER SCHOOL SERVICES FOR THE 2017-2018 SCHOOL YEAR

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. An Interlocal Agreement that outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program for the 2017-2018 school year is attached. City Council has authorized its duly authorized representative, Valerie Washington, Assistant City Manager, to execute the agreement for the City. This is a renewal agreement.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between The City Of Fort Worth And FWISD For After School Services For The 2017-2018 School Year.
2. Decline to Approve Interlocal Agreement Between The City Of Fort Worth And FWISD For After School Services For The 2017-2018 School Year.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Interlocal Agreement Between The City Of Fort Worth And FWISD For After School Services For The 2017-2018 School Year.

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$1,407,775

VENDOR:

City of Fort Worth

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth After School

RATIONALE:

The Interlocal Agreement constitutes the District's and the City's collaboration to provide after-school programs and services to Fort Worth students for the 2017-2018 school year.

INFORMATION SOURCE:

Karen Molinar
Cherie Washington
Michael Steinert
Miguel Garcia, Jr.

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

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

RECITALS

WHEREAS, City has determined that After School Programs are necessary to support crime prevention in the City during Fiscal Year 2018 to meet one or more of the Crime Control and Prevention District ("CCPD") goals, which are (1) to support efforts to reduce violent crime and gang-related activities through enhanced enforcement activities and crime prevention programs, (2) to support efforts to increase the safety of residents and to decrease crime throughout Fort Worth neighborhoods, and (3) to support efforts to increase the safety of youth and reduce juvenile crime through crime prevention and intervention programs; and

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

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

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

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

AGREEMENT DOCUMENTS

The Contract documents shall include the following:

1. This Agreement for the FWISD After School Program
2. Exhibit A – Scope of Work

3. Exhibit B – Budget
4. Exhibit C – Request for Reimbursement
5. Exhibit D – Program Activities Report
6. Exhibit E – Program Effectiveness Measurement Report
7. Exhibit F – Request for Budget Modification

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

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

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

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

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

1. AGREEMENT

District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A,” Fort Worth ISD After-School Program Goals, Performance Measures and Outcomes Fiscal Year 2018 attached, and incorporated herein for all purposes incident to this Agreement. District agrees to spend the Program Funds in accordance with its approved Budget Summary and Budget Narrative, described in Exhibit “B,” attached and incorporated herein for all purposes incident to this Agreement. City and District together covenant and agree to fully cooperate in the operation of this project and both parties agree that:

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

District – Four Positions

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

City of Fort Worth – Four Positions

5. Representative of the City Manager, City of Fort Worth*
6. Chief of Police, City of Fort Worth or designated representative*
7. Director, Parks and Community Services, City of Fort Worth*
8. Representative of the City of Fort Worth Library Department.

Community Members – Five Positions

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

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

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

The Coordinating Board shall have the following responsibilities;

1. Approve program-wide scope, goals and objectives
 2. Approve site selection process
 3. Select sites based on selection criteria
 4. Evaluate reported results from campus programs
 5. Evaluate funding needs
 6. Recommend future direction and standards
- B. The District shall be responsible for day-to-day administration of the After-School Program and will at a minimum employ a Director and two Program Coordinators.
- C. The District shall establish a site-based advisory committee at each middle and elementary school that operates an After-School Program. This committee may be a new body, a group continued from a previous year of after-school operations, or

- the site-based management team provided it includes the principal and representatives of the community, faculty, and student body
- D. The District shall continue to work with an independent entity to conduct an in-depth longitudinal evaluation of the After-School Program. The evaluator shall provide an overview and feedback on existing programs and recommendations for improvement.
 - E. The City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees shall meet annually to review the After-School Program.

2. ADMINISTRATION AND RECORDS / REPORTS

- A. The mission of the After-School Program shall be to enable needs-based after-school programs in a safe environment that result in educational, physical, and social development for elementary and middle school aged children.
 - 1. The associated program goals, performance measures, and activities are listed in Exhibit A.
 - 2. Operational Imperatives of the After-School Program are to ensure that program participants achieve improvement in core program outcomes through an accountable system of measurement.
 - 3. To ensure that existing programs are not duplicated, or if appropriate, are expanded or complimented through an inventory and evaluation of existing programs.
- B. CITY will:
 - 1. Ensure the implementation of the goals of the After-School Program.
 - 2. Monitor sites to ensure quality and compliance of programs.
 - 3. Monitor program compliance.
 - 4. Make recommendations regarding programming.
 - 5. Assist/participate with Campus Advisory Committees.
 - 6. Subject to availability and appropriation, provide funding for program pursuant to the amounts identified in Exhibit B.
 - 7. Approve the After-School Program Service Provider, but such approval shall not be unreasonably withheld.
- C. DISTRICT will:
 - 1. Provide guidance and direction in the development of programs and activities on campus.
 - 2. Supervise, monitor, and guide to ensure alignment of project activities with program guidelines.
 - 3. Identify appropriate District students for referral and program participation.

4. Assist in the recruitment of students.
5. Obtain parental permission for student participation in program.
6. Provide appropriate student orientation.
7. Provide access to necessary use of facilities that are conducive for program activities daily, including use of a telephone.
8. Provide regular program updates to respective Site-Based Management Teams.
9. Provide program compliance and project development assistance through the Campus Advisory Committee or Site-Based Management Team.
10. Coordinate planning for tutoring.
11. Ensure After-School staff is receiving support from teachers at the school.
12. Ensure the safety of students After-School.
13. Provide internal and external evaluation services.
14. Select a third-party After-School Program Service Provider. District shall provide the name of After-School Program Service Provider to the CITY for approval within ten (10) days after selection by District. The After-School Program Service Provider shall not provide any services under this Agreement until approved by the CITY.
15. Provide CITY with a copy of their Agreement with the approved After-School Program Service Provider.
16. Ensure that the approved After-School Program Service Provider is in full compliance with this Agreement.

3. RECORDS AND TRAINING

A. Records to be submitted to CITY by DISTRICT:

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

2) Participation -- average daily attendance.

c. Coordinating Board meeting schedule and minutes.

B. Records to be maintained on site:

1. Participant registration
2. Parental consent forms
3. Written Safety Policy and Procedures
4. Disciplinary actions
5. Staff training records

C. Reports that provide a method of evaluation for improvements in Academics, Social Skills, and Recreational Activities.

1. Pre-program
2. Mid-year
3. Post program

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

5. Program Funds.

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

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

Submit the monthly RFR with an original signature by an authorized representative to the Financial Management Division – Grant Management Section of the Fort Worth Police

Department, ATTENTION: Grant Specialist, 505 West Felix Street Fort Worth, Texas 76115. Reimbursements will not be made until after receipt of an acceptable and approved RFR and a monthly Program Activities Report. In addition, a quarterly Program Effectiveness Measurement Report from the District will be required as described in section 7.2 and must be approved prior to reimbursements. Reimbursements shall be made within 30 days receipt of said documents.

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

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

6. Term. This Agreement shall commence upon October 1, 2017, and shall end on September 30, 2018. All of District's expenditures under this Agreement must be completed no later than September 30, 2018.

7. Program Performance.

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

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

7.3 District agrees that the monthly Request for Reimbursement and Program Activities Report and quarterly Program Effectiveness Measurement Report will be submitted to City no later than the 15th day after the end of each month. If District is unable to provide the required reports by the deadline, District agrees to request an extension of time

to submit the reports to City. District's request for an extension must be made in writing. If the City, in its sole discretion, agrees to provide District with an extension, the extension shall not exceed a period of 15 days. Should District fail to timely submit the required reports or request an extension for submission, City will send a non-compliance letter notifying District's duly authorized representative of a possible suspension of program funding. If, at the end of this 15-day extension period, District has not submitted the required reports, City will send a non-compliance letter notifying District's duly authorized representative of a possible suspension of program funding.

8. Default and Termination.

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

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

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

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

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

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

9. Equipment and Maintenance. All equipment purchased with Program Funds must meet all eligibility requirements of City. District shall maintain all equipment used in the administration and execution of the FWISD After School Program. District shall maintain, replace, or repair any item of equipment used in support of the FWISD After School Program and/or for use under the terms of this Agreement that no longer functions or is lost or stolen. The cost for maintenance, replacement, or repair of any equipment used in support of the FWISD After School Program and/or for use under the terms of this Agreement is the sole responsibility of District. District shall not use Program Funds or City funds to repair or replace said equipment. District shall use any and all equipment purchased with Program Funds exclusively in support of the FWISD After School Program. Within 10 days following the purchase of equipment, District shall submit to City a detailed inventory of all equipment purchased with Program Funds to the Grant Management Section at the address set forth in paragraph 5.3 above. The equipment inventory shall include an itemized description of each piece of equipment, the date each piece of equipment was purchased, the cost of purchase for each piece of equipment, and the location of each piece of equipment.

10. Administrative Requirements.

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

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

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

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

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

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

11. Independent Contractor.

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

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

12. Liability.

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

may arise as set forth in this section or for which liability may be imposed by the Texas Tort Claims Act.

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

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

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

14. Prohibition Against Interest.

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

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

15. Nondiscrimination.

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

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

16. Compliance.

16.1 District, its officers, members, agents, employees, program participants, and subcontractors, shall abide by and comply with all laws, federal, state, and local, including all ordinances, rules, and regulations of City. If City notifies District in writing of any such violation on the part of District or any of its officers, members, agents, employees, subcontractors, or program participants, then District shall immediately desist from and correct such violation.

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

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

18. Insurance Requirement.

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

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

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

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

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

19. Miscellaneous Provisions.

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

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

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

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

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

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

CITY: Valerie R. Washington, Assistant City Manager
City Manager's Office
City of Fort Worth
200 Texas Street
Fort Worth, TX 76102

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

City Attorney's Office
ATTN: Police Contracts
200 Texas Street
Fort Worth, TX 76102

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

By 10/31/17

Copies to:
Office of Legal
Services
100 N. University, Ste
172

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

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

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

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

19.11 City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Contractor shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Contractor shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall establish appropriate procedures and controls so that no services will be performed by any employee who is not

legally eligible to perform such services. Contractor shall provide City with a certification letter that it has complied with the verification requirements required by this Agreement. To the extent allowed by law, Contractor shall indemnify City from any penalties or liabilities due to violations of this provision. City shall have the right to immediately terminate this Agreement for violations of this provision by Contractor.

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

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

CITY OF FORT WORTH

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Valerie R. Washington
Assistant City Manager

Dr. Kent P. Scribner
Superintendent

APPROVAL RECOMMENDED

Chief Joel F. Fitzgerald
Chief of Police

APPROVED AS TO FORM AND LEGALITY FOR FWISD

APPROVED AS TO FORM AND LEGALITY:

Ramona [unclear]
FWISD Attorney

Jo Ann Pate
Assistant City Attorney

Date: 10/3/17

Date: _____

Anael Luebanos
Secretary, Board of Education

ATTEST:

Mary Kayser
City Secretary

Date: _____

M&C Number: _____
Form 1295 Certification No: NOT REQUIRED

Contract Compliance Manager:

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

Name
Title

EXHIBIT A

SCOPE OF WORK

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

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

Goals of the program include but are not limited to:

A. Educational Competence

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

B. Physical and Social Development

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

C. Crime Reduction

- To reduce the number of juvenile arrests of students from targeted schools through the provision of effective programs and,
- To reduce the number of juvenile victims of crime within the attendance zones of target schools during the school day between the hours of 8:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:45 p.m. (programming hours vary by campus).

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

EXHIBIT B
BUDGET NARRATIVE FY 2018

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

- A. Contracts/Consultants: FWAS will contract with Clayton YES! (\$920,750), YMCA (\$335,260) and Camp Fire USA (\$41,705) as Fort Worth After School Providers during the 2017-2018 school year. The total amount required for these providers is \$1,297,715. Specific program dates and cost breakdown for elementary and middle school sites have been included below. These organizations would be responsible for full implementation of the FWAS program at each of their respective assigned campuses. A list of all school sites with respective contracted provider has been submitted to FWPD staff. FWAS/ FWISD would submit RFRs for up to, but not to exceed, \$1,300,000 for the 2018 fiscal year. Reimbursable expenses include compensation for personnel, supplies, field trips, parent events, contracted fine arts and enrichment providers and administrative expenses.**

BUDGET - SY 2017-2018 ALLOCATION/ JOB DESCRIPTIONS & COMPENSATION RATES

- Elementary School Totals for the 2017-2018 school year:

Program dates – September 5, 2017 – May 11, 2018 (124 Days/Program re-start on Jan. 9, 2018 after winter break)

50 Students
4 days a week (minimum)
School dismissal – 5:30 pm
Ratios - 15:1 Elementary School, 20:1 Middle School
Sixteen hours of Training with FWAS Staff for each employee

1 FWAS Supervisor –	\$19.20**/hr x 132 days x 4.5 hrs./day =	\$11,405
3 FWAS Specialist -	\$12.00**/hr x 128 days x 3 hrs./day =	\$13,824
1 Teacher -	\$21.00/hr x 128 days x 1 hr/day + 10% fringe=	\$2,957
Supplies –		\$3,348
Fine Arts (Partial Provider or Agency Provided) –		\$5,000
Training – 25 hours x \$19.20*/hr =		\$480
Training – 25 hours x \$36.00*/hr =		\$900
	Total -	\$37,914
	<u>Administrative Fee 10%-</u>	<u>\$3,791</u>
	Grand Total -	\$41,705

Middle School Totals for the 2017-2018 school year:

Program dates – September 5, 2017 – May 11, 2018 (124 Days/Program Re-start on Jan. 9, 2018 after winter break)

50 Students
 4 days a week (minimum)
 School dismissal – 2.5 hours of out of school programming
 Ratios - 15:1 Elementary School, 20:1 Middle School
 Sixteen hours of Training with FWAS Staff for each employee

1 FWAS Supervisor –	\$19.20**/hr x 132 days x 4.5 hrs./day =	\$11,405
3 FWAS Specialist -	\$12.00**/hr x 128 days x 3 hrs./day =	\$13,824
1 Teacher -	\$21.00/hr x 128 days x 1 hr/day + 10% fringe=	\$2,957
Supplies –		\$4,084
Fine Arts (Partial Provider or Agency Provided) –		\$5,000
Training – 25 hours x \$19.20*/hr =		\$480
Training – 25 hours x \$36.00*/hr =		\$900
	Total -	\$38,650
	Administrative Fee 10%-	\$ 3,865
	Grand Total -	\$42,515

A cost breakdown per provide and by campus:

Jara, Manuel ES	Clayton	\$41,705
Clarke, George C. ES	Clayton	\$41,705
Glen Park ES	Clayton	\$41,705
Mitchell Blvd.ES	Clayton	\$41,705
Howell, Natha ES	Clayton	\$41,705
Hubbard Heights ES	Clayton	\$41,705
Logan, MI ES	Clayton	\$41,705
Merrett, Luella ES	Clayton	\$41,705
Moore, M.H. ES	Clayton	\$41,705
Forest Oak MS	Clayton	\$42,515
North Hi Mount ES	Clayton	\$41,705
Meadowbrook ES	Clayton	\$41,705
Oakhurst ES	Clayton	\$41,705
Oaklawn ES	Clayton	\$41,705
Sagamore Hill ES	Clayton	\$41,705
Western Hills Primary	Clayton	\$41,705
Sims, T.A. ES	Clayton	\$41,705
Worth Heights ES	Clayton	\$41,705
Riverside MS	Clayton	\$42,515
Wm. Monnig MS	Clayton	\$42,515
Handley MS	Clayton	\$42,515
Wilson, Richard ES	Clayton (22 Sites)	\$41,705

Carroll Peak ES	YMCA	\$41,705
Kirkpatrick, M.L. ES	YMCA	\$41,705
Eastern Hills ES	YMCA	\$41,705
Washington Heights ES	YMCA	\$41,705
Elder, JP MS	YMCA	\$42,515
Dillow, S.S. ES	YMCA	\$41,705
W.M. James MS	YMCA	\$42,515
Lowery Road ES	YMCA (8 Sites)	\$41,705
Diamond Hill ES	Camp Fire (1 Site)	\$41,705

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

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

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

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

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

Job Title FW After School Program Coordinator

Minimum Qualifications

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

Job Description

Enhance goals of FWAS; evaluate sites through visits; administer budget; keep accurate attendance records; ensure program variety remains unique; communicate with principal and/or FWAS Supervisor to ensure goals of program are met; maintain attendance database and submit required paperwork; ensure program adheres to policies and

guidelines set forth by FWAS. The program coordinator may be responsible for multiple sites.

Job Title FW After School Site Supervisor

Minimum Qualifications

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

Job Description

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

Job Title FW After School Specialist

Minimum Qualifications

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

Job Description

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

Job Title FW After School Specialist-Assistant

Minimum Qualifications

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

Job Description

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

Standard fees allowable by contracted agencies:

Miscellaneous, Facility and Utilities, Direct Assistance, Indirect Costs- Administrative, Indirect Costs – Legal, Financial, and Insurance

Exhibit B
Budget Summary
Fiscal Year 2018

DIRECT PROGRAM COSTS (90% Minimum)	Total
	\$1,300,000.00
A. PERSONNEL	
None	
PERSONNEL TOTAL:	\$0.00
B. FRINGE BENEFITS	
None	
FRINGE BENEFITS TOTAL	\$0.00
C. TRAVEL AND TRAINING	
None	
TRAVEL AND TRAINING TOTAL	\$0.00
D. EQUIPMENT	
None	
EQUIPMENT TOTAL	\$0.00
E. SUPPLIES	
None	
SUPPLIES TOTAL	\$0.00
F. CONTRACTS/CONSULTANTS	
Contracts and Consultants	\$1,300,000.00
CONTRACTS/CONSULTANTS TOTAL	\$1,300,000.00
G. OTHER APPROVED	
None	
OTHER APPROVED TOTAL	\$0.00

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

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

Exhibit E
Fiscal Year 2018
Quarterly Program Effectiveness Measurement Report

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

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

Effectiveness Measures and Quarterly Outcomes	
Measure 1	Regular FWAS participants will attend school 95% (ES) and 90% (MS) or more of possible school days.
Outcome	
Measure 2	75% of regular FWAS participants will increase their course GPA by 2%.
Outcome	
Measure 3	Regular participants will receive fewer student office referrals than their counterparts. Baseline will be established and measures will include 60, 90, and 120 day participants.
Outcome	
Measure 5	75% of parent respondents will indicate FWAS fostered a positive and educational environment on Satisfaction Surveys.
Outcome	

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

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

Report due each quarter:	1 st Quarter (Oct-Dec) due January 15	*2nd Quarter (Jan-Mar) due April 1	
	* 3 rd Quarter (Apr-June) due July 15	*4 th Quarter (Jul-Sep) due October 15	



CRIME CONTROL & PREVENTION DISTRICT

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

Exhibit F
Request for Budget Modification
Fiscal Year 2018

Date	
Submitting Agency	FWISD/FWAS
Contact Name	Miguel Garcia
Phone Number and Email	817-871-3192 miguel.garcia24@fwisd.org
Remit Address	2901 Shotts Street Fort Worth, TX 76107

DIRECT COSTS (90% minimum)

Budget Category	Approved Budget	Change Requested	Revised Budget
Personnel			
Fringe Benefits			
Travel and Training			
Equipment			
Supplies			
Contracts/Consultants			
Other Approved			
Total Direct Costs			

INDIRECT COSTS (10% maximum)

Budget Category	Approved Budget	Change Requested	Revised Budget
Personnel			
Fringe Benefits			
Travel and Training			
Equipment			
Supplies			
Contracts/Consultants			
Other Approved			
Total Indirect Costs			

Modification Narrative (describe in detail what change is for)

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

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

Modification Approved Modification NOT Approved

FWPD Staff Signature _____ Date _____

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE DEAN OF INSTRUCTION APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM

BACKGROUND:

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

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

Administration is recommending the Board approves all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements to be able to serve as an appraiser on any campus. The selection criteria for second appraisers is as follows:

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

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

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Deans of Instruction Appraisers For The T-TESS Appraisal System

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

See attached list of elementary and secondary administrators
School Leadership Division
Academics Division

RATIONALE:

Approval of certified appraisers will allow all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements to be able to serve as an appraiser on any campus if needed in extenuating circumstances or to serve as a second appraiser.

INFORMATION SOURCE:

Charles Carroll
Lezley Lewis
Cherie Washington
Karen Molinar

**Fort Worth ISD 2017-2018 T-TESS Appraisers
Elementary and Secondary Campus List**

Elementary Campus	Dean of Instruction
Beal, Harlean ES	Ton Nea Williams
Pate, A.M. ES	Joyce Bowens-Thomas
Peak, Carroll ES	Crystal Pugh
Van Zandt-Guinn ES	Devona Burgess

Secondary Campuses	Dean of Instruction
Dunbar, Paul Laurence HS	Sonia Fortson
Marine Creek Collegiate	Trey Vanderhule
Glencrest 6th Grade	Kathy Tucker

**CONSENT AGENDA ITEM
BOARD MEETING
OCTOBER 10, 2017**

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

BACKGROUND:

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

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the period ended September 30, 2017

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

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

INFORMATION SOURCE:

Elsie Schiro
Lori Boswell
Patricia Young

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

	General Fund 2017-2018 Amended Budget for DOT Building 9/12/2017	Adjustments	General Fund 2017-2018 Amended Budget for 9/30/17
<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	\$464,893,866	(\$35,369)	\$464,858,497
12 Instruction Resources and Media Services	\$11,534,699	(\$9,500)	\$11,525,199
13 Curriculum and Instructional Staff Development	\$13,173,833	(\$147,962)	\$13,025,871
21 Instructional Administration	\$13,352,611	\$49,172	\$13,401,783
23 School Administration	\$50,854,936	\$5,740	\$50,860,676
31 Guidance and Counseling Services	\$44,021,139	(\$66,651)	\$43,954,488
32 Social Work Services	\$4,966,969	\$183,920	\$5,150,889
33 Health Services	\$11,593,426	\$300	\$11,593,726
34 Student Transportation	\$20,559,964	\$0	\$20,559,964
35 Food Services	\$258,400	\$3,300	\$261,700
36 Cocurricular/Extracurricular Activities	\$15,628,316	(\$105)	\$15,628,211
41 General Administration	\$20,117,146	(\$6,000)	\$20,111,146
51 Plant Maintenance and Operations	\$87,182,485	\$13,655	\$87,196,140
52 Security and Monitoring Services	\$12,533,422	\$250	\$12,533,672
53 Data Processing Services	\$13,822,926	\$0	\$13,822,926
61 Community Services	\$5,460,536	\$450	\$5,460,986
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	\$2,602,000	\$8,800	\$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

Fort Worth
INDEPENDENT SCHOOL DISTRICT

	ORIGINAL	ADD/ SUBTRACT	REVISED 7/31/17	ADD/ SUBTRACT	REVISED 8/31/17	ADD/ SUBTRACT	REVISED 9/12/17	ADD/ SUBTRACT	REVISED 9/30/17
Resources (inflows):									
5700 Local and Intermediate Sources	\$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
5900 Federal Program Revenues	\$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
Amounts Available for Appropriation:	747,196,083		747,196,083		747,196,083		747,196,083		747,196,083
Charges to Appropriations (Outflows)									
11 Instruction	465,014,869		465,014,869	(121,003)	464,893,866		464,893,866	(35,369)	464,858,497
12 Instructional Resources and Media Service	11,510,287		11,510,287	24,412	11,534,699		11,534,699	(9,500)	11,525,199
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
21 Instructional Administration	13,346,611		13,346,611	6,000	13,352,611		13,352,611	49,172	13,401,783
23 School Administration	50,829,086		50,829,086	25,850	50,854,936		50,854,936	5,740	50,860,676
31 Guidance and Counseling Services	44,002,740		44,002,740	18,399	44,021,139		44,021,139	(66,651)	43,954,488
32 Attendance and Social Work Services	4,982,325		4,982,325	(15,356)	4,966,969		4,966,969	183,920	5,150,889
33 Health Services	11,590,926		11,590,926	2,500	11,593,426		11,593,426	300	11,593,726
34 Student (pupil) Transportation	20,560,964		20,560,964	(1,000)	20,559,964		20,559,964		20,559,964
35 Food Services	258,400		258,400		258,400		258,400	3,300	261,700
36 Cocurricular/Extracurricular Activities	15,631,316		15,631,316	(3,000)	15,628,316		15,628,316	(105)	15,628,211
41 General Administration	20,117,146		20,117,146		20,117,146		20,117,146	(6,000)	20,111,146
51 Plant Maintenance and Operations	87,182,360		87,182,360	125	87,182,485		87,182,485	13,655	87,196,140
52 Security and Monitoring Services	12,533,422		12,533,422		12,533,422		12,533,422	250	12,533,672
53 Data Processing Services	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	450	5,460,986
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
95 Juvenile Justice Alternative Education	150,000		150,000		150,000		150,000		150,000
97 Tax Increment Financing									
99 Other Intergovernmental Charges	2,600,000		2,600,000	2,000	2,602,000		2,602,000	8,800	2,610,800
Total Charges to Appropriations	795,544,989		795,544,989		795,544,989		798,738,989		798,738,989
Net Change in Fund Balance	(48,348,906)		(48,348,906)		(48,348,906)		(51,542,906)		(51,542,906)
Fund Balance-Beginning (Unaudited)	177,032,784		177,032,784		177,032,784		177,032,784		177,032,784
Fund Balances-Ending (Unaudited)	\$128,683,878		\$128,683,878		\$128,683,878		\$125,489,878		\$125,489,878

	September 30, 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	Transfer to function 13 to fund teachers attending staff development at Texas Music Educators Association and American Orff Schulwerk Association		38,000	
	Transfer from function 32 to fund extra-help in classroom for Restorative Practices training	30,000		
	Transfer to function 13 for professional Fine Arts consultant for staff development		11,600	
	Campus/Dept. normal course of District operations		15,769	
	Overall effect on Function 11	30,000	65,369	(35,369)
12	Campus/Dept. normal course of District operations		9,500	
	Overall effect on Function 12	0	9,500	(9,500)
13	Transfer from function 11 to fund teachers attending staff development at Texas Music Educators Association and American Orff Schulwerk Association	38,000		
	Transfer to function 32 to fund payroll for Restorative Practices		214,095	
	Transfer from function 11 for professional Fine Arts consultant for staff development	11,600		
	Transfer from function 31 to provide additional Curriculum & Instruction budget	20,000		
	Transfer from function 31 to fund professional development consultant for RTI	5,000		
	Transfer to function 21 for Elementary Math Director computer and travel expenses		9,500	
	Campus/Dept. normal course of District operations	1,033		
	Overall effect on Function 13	75,633	223,595	(147,962)
21	Transfer from function 31 to provide additional Curriculum & Instruction budget	20,000		
	Transfer from function 31 to provide additional budget for supplies need for RTI department	12,176		
	Transfer from function 13 for Elementary Math Director computer and travel expenses	9,500		
	Campus/Dept. normal course of District operations	7,496		
	Overall effect on Function 21	49,172	0	49,172
23	Campus/Dept. normal course of District operations	5,740		
	Overall effect on Function 23	5,740	0	5,740
31	Transfer to function 13 & 21 for additional Curriculum & Instruction budget		40,000	
	Transfer to function 21 to provide additional budget for supplies need for RTI department		12,176	
	Transfer to function 13 to fund professional development consultant for RTI		5,000	
	Transfer to function 51 for custodial services for Family Community Services event		7,200	
	Campus/Dept. normal course of District operations		2,275	
	Overall effect on Function 31	0	66,651	(66,651)
32	Transfer from function 13 to fund payroll for Restorative Practices	214,095		

	September 30, 2017 Budget Amendment	Increase	Decrease	Net Effect
	Transfer to function 11 to fund extra-help in classroom for Restorative Practices training		30,000	
	Campus/Dept. normal course of District operations		175	
	Overall effect on Function 32	214,095	30,175	183,920
33	Campus/Dept. normal course of District operations	300		
	Overall effect on Function 33	300	0	300
35	Campus/Dept. normal course of District operations	3,300		
	Overall effect on Function 35	3,300	0	3,300
36	Campus/Dept. normal course of District operations		105	
	Overall effect on Function 36	0	105	(105)
41	Campus/Dept. normal course of District operations		6,000	
	Overall effect on Function 41	0	6,000	(6,000)
51	Transfer from function 31 for custodial services for Family Community Services event	7,200		
	Campus/Dept. normal course of District operations	6,455		
	Overall effect on Function 51	13,655	0	13,655
52	Campus/Dept. normal course of District operations	250		
	Overall effect on Function 52	250	0	250
61	Campus/Dept. normal course of District operations	450		
	Overall effect on Function 61	450	0	450
99	Campus/Dept. normal course of District operations	8,800		
	Overall effect on Function 99	8,800	0	8,800
	Total	401,395	401,395	0

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE AND RATIFY CORRECTION TO THE ORDER CALLING A BOND ELECTION

BACKGROUND:

At the August 21, 2017 Board of Education Meeting, the Board approved the Order Calling a Bond Election. Page 2, Section 8 Proposition and Page 3, Section 9 Ballots, of the Order was approved at that time with the heading shown as Proposition “A.” In order to address a scrivener’s error, the proposition heading therein will be corrected from Proposition “A” to Proposition “B”, as is correctly reflected in all correspondence to the Tarrant County Election Administrator and the informational materials provided to the public.

As stated in Section 13 of the Order, the Superintendent or his designee is authorized to correct, modify or change the information in this Order without Board approval; however, in order to document and include the change in the official records of the office of the Executive Secretary to the Fort Worth ISD Board of Education, the amendment is being presented to the Board for approval and ratification. The Order Calling Bond Election continues in full force and effect from the date of its adoption on August 21, 2017.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve and Ratify Correction to the Order Calling a Bond Election.
2. Decline to Approve and Ratify Correction to the Order Calling a Bond Election
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve and Ratify Correction to the Order Calling 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:

Approval and Ratification of the Correction will make the modified Order an official part of the permanent records maintained in the office of the Executive Secretary to the Board of Education.

INFORMATION SOURCE:

Elsie Schiro
Ann Marie Shelton

ORDER CALLING A BOND ELECTION

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

WHEREAS, the Board of Education of the Fort Worth Independent School District (the "District") deems it advisable to call the bond election hereinafter ordered (the "Election"); and

WHEREAS, the bond referendum is subject to the provisions of Section 45.003, Texas Education Code, and the District is contracting with Tarrant County, Texas (the "County") for the administration of the Election pursuant to an interlocal agreement with the County (the "Election Contract"); and

WHEREAS, the County, acting through the Tarrant County Election Administrator (the "Elections Coordinator") in accordance with the Election Contract, will provide for the administration of the Election; and

WHEREAS, it is hereby officially 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 the meeting was given, all as required by the Texas Government Code, Chapter 551.

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

Section 1. *Recitals.* The statements contained in the preamble of this Order are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. *Election Ordered; Polling Places.* The Election shall be held in the District between the hours of 7:00 a.m. and 7:00 p.m. on November 7, 2017 ("Election Day"), which is a uniform election date pursuant to the Texas Education Code, Section 41.001. Election Day and early voting shall be administered by the County, as provided by Chapter 271 of the Texas Election Code (the "Code") and the Election Contract. Voting for the Election on Election Day shall occur during the hours and at the designated polling places as set forth in Exhibit "A" attached hereto, which exhibit is hereby made a part hereof for all intents and purposes. Exhibit "A" shall be modified to include additional or different Election Day polling places required to conform to the Election Contract and the Code.

Section 3. *Early Voting.* Early voting by personal appearance shall begin on October 23, 2017 and conclude on November 3, 2017, and will be conducted at the early voting locations on the dates and at the times, and to be conducted by the judge and clerk, all as specified in Exhibit "A" attached hereto. The early voting polling places shall remain open during such hours for early voting by personal appearance for any registered voter of the District at such voting place. Exhibit "A" shall be modified to include additional or different early voting polling places, dates and times required to conform to the Election Contract and the Code.

Section 4. *Election Officials.* The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot, and other election

officials for the Election shall be made by the County in accordance with the Election Contract and the Code. The County may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station.

Section 5. *Voting by Mail.* District residents of the County must submit applications for voting by mail no later than the close of business on October 27, 2017. Applications for voting by mail shall be e-mailed including a completed, signed with the voter's original signature and scanned application to votebymail@tarrantcounty.com, faxed to (817) 831-6118, or mailed to:

Early Voting Clerk
PO Box 961011
Fort Worth, Texas 76161

If application to vote by mail is made by personal delivery, the application must be delivered by the close of business on October 27, 2017 to Tarrant County Elections, 2700 Premier Street, Fort Worth, Texas 76111.

Section 6. *Qualified Voters.* All qualified electors of and residing in the District shall be entitled to vote at the election.

Section 7. *Notice of Election.* The President of the Board of Education shall cause a Notice of Election to be published one time, not earlier than the 30th day or later than the 10th day prior to the date set for the Election, in a newspaper published in the District or, if none is published in the District, in a newspaper of general circulation in the District. In addition, the President of the Board of Education shall cause the Notice of Election to be posted on election day and during early voting by personal appearance, in a prominent location at each polling place; not later than the 21st day before the election, in three public places in the boundaries of the District; and during the 21 days before the election, on the District's website, prominently and together with the notice of the election and the contents of the proposition(s). The Notice of Election shall be in substantially the form of this Order, and shall contain the information required by the Code, including the locations and times for early voting and voting on Election Day, the proposition(s) and ballot language to be submitted to the voters and such other information as may be deemed appropriate by the President of the Board of Education.

Section 8. *Proposition.* At the Election the following PROPOSITION shall be submitted in accordance with law:

FORT WORTH INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION

FORT WORTH INDEPENDENT SCHOOL DISTRICT PROPOSITION B

Shall the Board of Education of the Fort Worth Independent School District be authorized to issue the bonds of the District, in one or more series, in the aggregate principal amount of \$749,735,000 for the purpose of construction, renovation, acquisition and equipment of school buildings and school facilities within the District and the purchase of the necessary sites for school buildings and school 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, with said bonds to mature, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall the Board of Education be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds?

Section 9. *Ballots.* The official ballots for the Election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITION with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITION to be expressed substantially as follows:

FORT WORTH INDEPENDENT SCHOOL DISTRICT SPECIAL 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	_____)	
	_____)	
	_____)	

Section 10. *Compliance with Law.* In all respects, the Election shall be conducted in accordance with applicable state and federal laws, including the Code, as modified by the Texas Education Code. To the extent required by any applicable state or federal law, all election materials and proceedings shall be printed in both English and Spanish.

Section 11. The Board of Education hereby authorizes the Superintendent of Schools, President, Vice President or the Secretary of the Board of Education to execute or attest on behalf of the District the Election Contract with the County.

Section 12. The following information is provided in accordance with the provisions of Section 3.009(b), Texas Election Code.

- (a) The proposition language that will appear on the ballot is set forth in Section 9 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Section 8 hereof.
- (c) The principal amount of the bonds to be authorized is set forth in Sections 8 and 9 hereof.
- (d) As set forth in Sections 8 and 9 hereof, if the bonds are approved by the voters, the Board of Education will be authorized to impose and levy annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay

the principal of and interest on the bonds.

- (e) Based upon the bond market conditions at the date of adoption of this Order, the maximum interest rate for any series of the bonds is estimated to be 5.00% as calculated in accordance with applicable law. Such estimate is based on advice received from the District's financial advisor, which advice takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.
- (f) If the bonds are approved, they may be issued in one or more series, to mature over a period not to exceed 40 years from the date of issuance of each series of bonds.
- (g) The aggregate amount of the outstanding principal of the District's bonds as of the beginning of the District's 2017-2018 fiscal year was \$862,315,000.
- (h) The aggregate amount of the outstanding interest on the District's bonds as of the beginning of the District's 2017-2018 fiscal year was \$343,133,513.
- (i) The ad valorem debt service tax rate for the District for the 2017-2018 fiscal year is \$0.292 per \$100 of taxable assessed valuation.

Section 13. This Order hereby incorporates the provisions of the Election Contract, and to the extent of any conflict between this Order and the Election Contract, the provisions of the Election Contract shall control. The Superintendent of Schools or his designee, is hereby authorized to correct, modify or change the information in this Order, including the attached Exhibit based upon the final locations, dates and times agreed upon by the Elections Coordinator and the District as well as incorporate additional voting locations as designated by the Elections Coordinator.

PASSED AND APPROVED, this 21st day of August, 2017.

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

ATTEST:

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

EXHIBIT A
POLLING LOCATIONS AND HOURS

Election Day Voting

Election Day is November 7, 2017
Election Day Polls are open from 7:00 A.M. to 7:00 P.M.

Polling Place	Address	City	Precinct(s)
Tarrant County Plaza Building	201 Burnett Street	Fort Worth	1001, 1376, 4458, 4494
Van Zandt-Guinn Elementary School	501 Missouri Avenue	Fort Worth	1005, 1444, 1677, 4006
Versia L. Williams Elementary School	901 Baurline Street	Fort Worth	1008, 1544, 1550
Redeemer Lutheran Church	4513 Williams Road	Fort Worth	1009
Community Christian Church Education Building	1720 Vickery Boulevard East	Fort Worth	1010, 1056
Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	1012
Harlean Beal Elementary School	5615 Forest Hill Drive	Fort Worth	1013
Edge Park United Methodist Church	5616 Crowley Road	Fort Worth	1014, 1237, 1594
Texas Academy of Biomedical Sciences	3813 Valentine Street	Fort Worth	1015, 1684
Andrew "Doc" Session Community Center	201 South Sylvania Avenue	Fort Worth	1019, 1476
City of Benbrook Municipal Complex	911 Winscott Road	Benbrook	1021
St. Matthew's Lutheran Church	5709 Wedgwood Drive	Fort Worth	1022
Jefferson Davis 9th Grade Center	615 Townley Drive	Everman	1025, 1244, 1439, 1578, 1621
Antioch Missionary Baptist Church	1063 East Rosedale Street	Fort Worth	1059
Greenway Church	1816 Delga Street	Fort Worth	1061
E. M. Daggett Elementary School	958 Page Avenue	Fort Worth	1062, 1455, 1457, 1608, 1611, 4077, 4096
Christ Cathedral Church	3201 Purington Avenue	Fort Worth	1066, 1236, 1479, 1617, 1672
D. McRae Elementary School	3316 Avenue N	Fort Worth	1074
Sycamore Recreation Center	2525 East Rosedale Street	Fort Worth	1075, 1011
Lily B. Clayton Elementary School	2000 Park Place Avenue	Fort Worth	1076
Pilgrim Rest Missionary Baptist Church	960 East Baltimore Avenue	Fort Worth	1079, 1090
Greater Harvest Church of God in Christ	2900 Mitchell Boulevard	Fort Worth	1080
St. Stephen Presbyterian Church	2700 McPherson Avenue	Fort Worth	1081, 1095
Riverside Community Center	3700 East Belknap Street	Fort Worth	1082, 1198
Beth Eden Missionary Baptist Church	3208 Wilbarger Street	Fort Worth	1083
Rosemont Middle School	1501 West Seminary Drive	Fort Worth	1085

Sagamore Hill Elementary School	701 South Hughes Avenue	Fort Worth	1088, 1415
Morningside Elementary School	2601 Evans Avenue	Fort Worth	1089, 1078, 1619
Lena Pope Home	3200 Sanguinet Street	Fort Worth	1094, 1472, 1674
S. S. Dillow Elementary School	4000 Avenue N	Fort Worth	1098
First Baptist Church of Crowley	400 Eagle Drive South	Crowley	1103, 1348
Bradley Center	2601 Timberline Drive	Fort Worth	1104
Grace Temple Seventh-day Adventist Church	4200 East Berry Street	Fort Worth	1106
R. L. Paschal High School	3001 Forest Park Boulevard	Fort Worth	1108, 1298, 1408, 1434, 1633
Fort Worth Harvest Baptist Church	620 North Chandler Drive	Fort Worth	1109, 1416, 1473
HighRidge Church	10100 Rolling Hills Drive	Fort Worth	1111
McLean 6th Grade School	3201 South Hills Avenue	Fort Worth	1117
Westminster Presbyterian Church	7001 Trail Lake Drive	Fort Worth	1119
JPS Health Center Viola M. Pitts/Como	4701 Bryant Irvin Road North	Fort Worth	1120, 1676
First Jefferson Unitarian Universalist Church	1959 Sandy Lane	Fort Worth	1126
Martin Luther King Community Center	5565 Truman Drive	Fort Worth	1127
Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth	1132
St. Christopher's Episcopal Church	3550 Southwest Loop 820	Fort Worth	1133, 1445
Bruce Shulkey Elementary School	5533 Whitman Avenue	Fort Worth	1142
Eastern Hills High School	5701 Shelton Street	Fort Worth	1146, 1099, 1407, 1414, 1491
W. M. Green Elementary School	4612 David Strickland Road	Fort Worth	1149, 1184, 2600, 2601
New Hope Fellowship	6410 South Freeway	Fort Worth	1150, 1543, 1549, 1559
Forest Hill Civic & Convention Center	6901 Wichita Street	Forest Hill	1153, 1301
Carter Park Elementary School	1204 East Broadus Avenue	Fort Worth	1154, 1555, 1576, 1597, 1652, 4495
Victory Temple Worship Center	2001 Oakland Boulevard	Fort Worth	1170
St. Francis Village	4125 St. Francis Village Road	Crowley	1186
Paul Laurence Dunbar High School	5700 Ramey Avenue	Fort Worth	1188
Edgecliff Village Community Center	1605 Edgecliff Road	Edgecliff Village	1189
River Trails Elementary School	8850 Elbe Trail	Fort Worth	1197, 1064
Benbrook Fire Station	528 Mercedes Street	Benbrook	1206
Restoration Family Church	10201 Jerry Dunn Parkway	Benbrook	1208, 4480
Sunrise-McMillian Elementary School	3409 Stalcup Road	Fort Worth	1211
Pantego Bible Church – The Connection	8200 Anderson Boulevard	Fort Worth	1227, 1437, 1490
Trinity Cumberland Presbyterian Church	7120 West Cleburne Road	Fort Worth	1238

Grace Lutheran Church	7900 McCart Avenue	Fort Worth	1255
Fort Worth Education Association	6021 Westcreek Drive	Fort Worth	1257, 1004, 1167
Southwest Community Center	6300 Welch Avenue	Fort Worth	1264, 1105, 1207
Genesis United Methodist Church	7635 South Hulen Street	Fort Worth	1265
Handley United Methodist Church	2929 Forest Avenue	Fort Worth	1270, 2419
El Buen Pastor Baptist Church	4800 Merida Avenue	Fort Worth	1273, 1165
East Fort Worth Montessori Academy	501 Oakland Boulevard	Fort Worth	1277, 1151, 1199, 1622, 4632
New Life Baptist Deaf Fellowship	6917 Brentwood Stair Road	Fort Worth	1278
Atwood McDonald Elementary School	1850 Barron Lane	Fort Worth	1279
Highland Hills Community Center	1600 Glasgow Road	Fort Worth	1291
Forest Hill United Methodist Church	6401 Hartman Road	Forest Hill	1293
St. Peter's Antiochian Orthodox Church	7601 Bellaire Drive South	Fort Worth	1296, 1423
A. M. Pate Elementary School	3800 Anglin Drive	Fort Worth	1297
St. Matthew United Methodist Church	2414 Hitson Lane	Fort Worth	1311
Trinity Chapel	6610 Southwest Boulevard	Benbrook	1339
Brighter Outlook Center	4910 Dunbar Street	Fort Worth	1346
Mary Harris Intermediate School	8400 West Cleburne Road	Fort Worth	1347
Fort Worth Presbyterian Church	6251 Oakmont Trail	Fort Worth	1377, 1071
Parkway Elementary School	1320 West Everman Parkway	Fort Worth	1378
Ministerio Gracia	2633 Altamesa Boulevard	Fort Worth	1440, 1292
East Regional Library	6301 Bridge Street	Fort Worth	1460, 1679
Glen Park Elementary School	3601 Pecos Street	Fort Worth	1477, 1482
Bill J. Elliott Elementary School	2501 Cooks Lane	Fort Worth	1489, 1518, 1651
Berta May Pope Elementary School	901 Chestnut Drive	Arlington	2003, 1605, 2303, 2606
Arlington First Church of the Nazarene	1301 West Green Oaks Boulevard	Arlington	2220, 1514
Shackelford Junior High School	2000 North Fielder Road	Arlington	2228, 1420, 1607
Center of Community Service Junior League of Arlington	4002 West Pioneer Parkway	Arlington	2310
Ruth Ditto Elementary School	3001 Quail Lane	Arlington	2319, 2464
Kennedale Community Center	316 West 3rd Street	Kennedale	2474, 1427, 1515, 2029
St. Vincent de Paul Catholic Parish	5819 West Pleasant Ridge Road	Arlington	2556, 1610, 2173, 2609
South Hi Mount Elementary School	4101 Birchman Avenue	Fort Worth	4016, 4350
M. G. Ellis Early Childhood School	215 Northeast 14th Street	Fort Worth	4048, 4051
Harvest United Methodist Church	2804 Prospect Avenue	Fort Worth	4050

Trinity Terrace	1600 Texas Street	Fort Worth	4057, 4492, 4493, 4634
De Zavala Elementary School	1419 College Avenue	Fort Worth	4060
All Saints Catholic Church Parish Hall	200 Northwest 20th Street	Fort Worth	4067
Rosen Heights Baptist Church Family Life Center	2519 Prairie Avenue	Fort Worth	4068, 4685
Lost Creek Golf Course	4101 Lost Creek Boulevard	Aledo	4069
Southwest YMCA	4750 Barwick Drive	Fort Worth	4070, 1241
Connell Baptist Church	4736 Bryce Avenue	Fort Worth	4086, 4344
Northside Family Resource Center	2011 Prospect Avenue	Fort Worth	4087, 4092
Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	4091
Diamond Hill Community Center	1701 Northeast 36th Street	Fort Worth	4093
George C. Clarke Elementary School	3300 South Henderson Street	Fort Worth	4097, 4312, 4475, 4478
Knights of Columbus	3809 Yucca Avenue	Fort Worth	4101
Moose Lodge 1889 Haltom City	5001 Bernice Street	Haltom City	4102, 1430, 1623, 1625, 4483, 4485
Worth Heights Community Center	3551 New York Avenue	Fort Worth	4107, 1412
Northside Community Center	1100 Northwest 18th Street	Fort Worth	4110, 4563
Westover Hills Town Hall	5824 Merrymount Road	Westover Hills	4115
North Hi Mount Elementary School	3801 West 7th Street	Fort Worth	4116, 4496
Azle Avenue Baptist Church	2901 Azle Avenue	Fort Worth	4122, 4017, 4073, 4397, 4565, 4568, 4688, 4689
Calvary Cathedral	1701 Oakhurst Scenic Drive	Fort Worth	4124, 4573
Trinity Baptist Church	620 Churchill Road	Fort Worth	4125, 4512, 4592, 4687
Splash Dayz	8905 Clifford Street	White Settlement	4128
Congregation Ahavath Sholom	4050 South Hulen Street	Fort Worth	4130
Western Hills Church of Christ	8800 Chapin Road	Fort Worth	4135, 1337
Agape Baptist Church	3900 Southwest Boulevard	Fort Worth	4136, 4129, 4630
Jo Kelly School	201 North Bailey Avenue	Fort Worth	4137
Sansom Park City Hall	5705 Azle Avenue	Sansom Park	4138, 4285, 4400, 4487, 4593, 4595, 4686, 4690, 4691, 4692, 4693
Westworth Village City Hall	311 Burton Hill Road	Westworth Village	4144, 4252
Grace Fellowship Baptist Church	3801 McCart Avenue	Fort Worth	4155
Riverside Applied Learning Center	3600 Fossil Drive	Fort Worth	4162, 4245, 4596, 4682
Southcliff Baptist Church	4100 Southwest Loop 820	Fort Worth	4163
Kindred Transitional Care and Rehabilitation	6600 Lands End Court	Fort Worth	4178
R. D. Evans Community Center	3242 Lackland Road	Fort Worth	4179

Tanglewood Elementary School	3060 Overton Park Drive West	Fort Worth	4182
Richard J. Wilson Elementary School	900 West Fogg Street	Fort Worth	4195
Worth Heights Elementary School	519 East Butler Street	Fort Worth	4201
Country Inn & Suites	2730 South Cherry Lane	Fort Worth	4203
White Settlement Public Library	8215 White Settlement Road	White Settlement	4204, 4020
Bethel United Methodist Church	5000 Southwest Boulevard	Fort Worth	4230
Diamond Hill/Jarvis Branch Library	1300 Northeast 35th Street	Fort Worth	4231, 4123
Southside Church of Christ	2101 Hemphill Street	Fort Worth	4233, 4370, 4432
Lake Patrol Headquarters	7501 Surfside Drive	Fort Worth	4242, 4373
Faith, Hope and Love Ministries	6154 Meandering Road	Fort Worth	4243, 4113
American Paint Horse Association Office	2800 Meacham Boulevard	Fort Worth	4250, 4604
Towne Place Suites Fort Worth Downtown	805 East Belknap Street	Fort Worth	4253, 1678, 4572, 4615, 4640, 4683
Hubbard Heights Elementary School	1333 West Spurgeon Street	Fort Worth	4256, 1351, 1481, 1628
Grace Baptist Church	1501 Jim Wright Freeway	Fort Worth	4272
Good Shepherd Lutheran Church	1313 Southeast Parkway	Azle	4340, 4284
Faith Lutheran Church	4551 Southwest Boulevard	Fort Worth	4342
Arborlawn United Methodist Church Annex Building	4917 Briarhaven Road	Fort Worth	4343, 1366
Lighthouse Fellowship	7200 Robertson Road	Fort Worth	4375
Harvest Fort Worth United Methodist Church	6036 Locke Avenue	Fort Worth	4456, 4118
Birchman Baptist Church	2700 Dale Lane	Fort Worth	4497
Trinity Episcopal Church	3401 Bellaire Drive South	Fort Worth	4498
Springdale Baptist Church	3016 Selma Street	Fort Worth	4503
Legacy Baptist Church	5500 Boat Club Road	Fort Worth	4551, 4053
Macedonia Missionary Baptist Church	2712 South Freeway	Fort Worth	4587, 4288

Early Voting Locations and Hours

Early voting will be held at the locations below on the following dates and hours:

October 23 - 27	Monday - Friday	8:00 A.M. - 5:00 P.M.
October 28	Saturday	7:00 A.M. - 7:00 P.M.
October 29	Sunday	11:00 A.M. - 4:00 P.M.
October 30 - 31	Monday - Tuesday	8:00 A.M. - 5:00 P.M.
November 1	Wednesday	8:00 A.M. - 5:00 P.M.
November 2 - 3	Thursday - Friday	7:00 A.M. - 7:00 P.M.

Polling Place	Address	City	Zip Code
Bob Duncan Center	2800 South Center Street	Arlington	76014
Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
Center for Community Service Junior League of Arlington	4002 West Pioneer Parkway	Arlington	76013
South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
Tarrant County College Southeast Campus EMB – C Portable Building	2100 Southeast Parkway	Arlington	76018
B J Clark Annex Room 4	603 Southeast Parkway	Azle	76020
Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
Colleyville City Hall	100 Main Street	Colleyville	76034
Crowley Recreation Center	405 S Oak Street	Crowley	76036
Eules Public Library	201 North Ector Drive	Eules	76039
Forest Hill Civic and Convention Center	6901 Wichita Street	Forest Hill	76140
All Saints Catholic Church Parish Hall	200 N.W. 20 th Street	Fort Worth	76164
Diamond Hill/Jarvis Library	1300 Northeast 35 th Street	Fort Worth	76106
Fort Worth ISD Professional Development Center	3150 McCart Avenue	Fort Worth	76110
Griffin Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
JPS Health Center Viola M. Pitts/Como Lower Level – Suite 100	4701 Bryant Irvin Road N.	Fort Worth	76107
Longhorn Activity Center	5350 Basswood Boulevard	Fort Worth	76137
Rosemont Middle School	1501 West Seminary Drive	Fort Worth	76115
Southside Community Center	959 East Rosedale Street	Fort Worth	76104
Southwest Community Center	6300 Welch Avenue	Fort Worth	76133

Southwest Regional Library	4001 Library Lane	Fort Worth	76109
Tanglewood Elementary School <i>Portable Building M131 Room 310</i>	3060 Overton Park Drive W.	Fort Worth	76109
Tarrant County Elections Center <i>Main Early Voting Site</i>	2700 Premier Street	Fort Worth	76111
Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
Villages of Woodland Springs Amenity Bldg.	12209 Timberland Boulevard	Fort Worth	76244
Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
Asia Times Square	2615 W. Pioneer Parkway	Grand Prairie	75051
The REC of Grapevine	1175 Municipal Way	Grapevine	76051
Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
Hurst Recreation Center	700 Mary Drive	Hurst	76053
Northeast Courthouse	645 Grapevine Highway	Hurst	76054
Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
Kennedale Community Center	316 West 3rd Street	Kennedale	76060
Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
Mansfield Sub-Courthouse	1100 East Broad Street	Mansfield	76063
Dan Echols Center	6801 Glenview Drive	N Richland Hills	76180
Richland Hills Public Library	6724 Rena Drive	Richland Hills	76118
Eagle Mountain-Saginaw ISD Administration <i>Building 6 – Training Room</i>	1200 Old Decatur Road	Saginaw	76179
Southlake Town Hall	1400 Main Street	Southlake	76092
White Settlement Public Library	8215 White Settlement Road	White Settlement	76108

ORDER CALLING A BOND ELECTION

THE STATE OF TEXAS

TARRANT COUNTY

FORT WORTH INDEPENDENT SCHOOL DISTRICT

WHEREAS, the Board of Education of the Fort Worth Independent School District (the "District") deems it advisable to call the bond election hereinafter ordered (the "Election"); and

WHEREAS, the bond referendum is subject to the provisions of Section 45.003, Texas Education Code, and the District is contracting with Tarrant County, Texas (the "County") for the administration of the Election pursuant to an interlocal agreement with the County (the "Election Contract"); and

WHEREAS, the County, acting through the Tarrant County Election Administrator (the "Elections Coordinator") in accordance with the Election Contract, will provide for the administration of the Election; and

WHEREAS, it is hereby officially 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 the meeting was given, all as required by the Texas Government Code, Chapter 551.

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

Section 1. *Recitals.* The statements contained in the preamble of this Order are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. *Election Ordered; Polling Places.* The Election shall be held in the District between the hours of 7:00 a.m. and 7:00 p.m. on November 7, 2017 ("Election Day"), which is a uniform election date pursuant to the Texas Education Code, Section 41.001. Election Day and early voting shall be administered by the County, as provided by Chapter 271 of the Texas Election Code (the "Code") and the Election Contract. Voting for the Election on Election Day shall occur during the hours and at the designated polling places as set forth in Exhibit "A" attached hereto, which exhibit is hereby made a part hereof for all intents and purposes. Exhibit "A" shall be modified to include additional or different Election Day polling places required to conform to the Election Contract and the Code.

Section 3. *Early Voting.* Early voting by personal appearance shall begin on October 23, 2017 and conclude on November 3, 2017, and will be conducted at the early voting locations on the dates and at the times, and to be conducted by the judge and clerk, all as specified in Exhibit "A" attached hereto. The early voting polling places shall remain open during such hours for early voting by personal appearance for any registered voter of the District at such voting place. Exhibit "A" shall be modified to include additional or different early voting polling places, dates and times required to conform to the Election Contract and the Code.

Section 4. *Election Officials.* The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot, and other election

officials for the Election shall be made by the County in accordance with the Election Contract and the Code. The County may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station.

Section 5. *Voting by Mail.* District residents of the County must submit applications for voting by mail no later than the close of business on October 27, 2017. Applications for voting by mail shall be e-mailed including a completed, signed with the voter's original signature and scanned application to votebymail@tarrantcounty.com, faxed to (817) 831-6118, or mailed to:

Early Voting Clerk
PO Box 961011
Fort Worth, Texas 76161

If application to vote by mail is made by personal delivery, the application must be delivered by the close of business on October 27, 2017 to Tarrant County Elections, 2700 Premier Street, Fort Worth, Texas 76111.

Section 6. *Qualified Voters.* All qualified electors of and residing in the District shall be entitled to vote at the election.

Section 7. *Notice of Election.* The President of the Board of Education shall cause a Notice of Election to be published one time, not earlier than the 30th day or later than the 10th day prior to the date set for the Election, in a newspaper published in the District or, if none is published in the District, in a newspaper of general circulation in the District. In addition, the President of the Board of Education shall cause the Notice of Election to be posted on election day and during early voting by personal appearance, in a prominent location at each polling place; not later than the 21st day before the election, in three public places in the boundaries of the District; and during the 21 days before the election, on the District's website, prominently and together with the notice of the election and the contents of the proposition(s). The Notice of Election shall be in substantially the form of this Order, and shall contain the information required by the Code, including the locations and times for early voting and voting on Election Day, the proposition(s) and ballot language to be submitted to the voters and such other information as may be deemed appropriate by the President of the Board of Education.

Section 8. *Proposition.* At the Election the following PROPOSITION shall be submitted in accordance with law:

FORT WORTH INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION

FORT WORTH INDEPENDENT SCHOOL DISTRICT PROPOSITION B

Shall the Board of Education of the Fort Worth Independent School District be authorized to issue the bonds of the District, in one or more series, in the aggregate principal amount of \$749,735,000 for the purpose of construction, renovation, acquisition and equipment of school buildings and school facilities within the District and the purchase of the necessary sites for school buildings and school 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, with said bonds to mature, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall the Board of Education be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds?

Section 9. *Ballots.* The official ballots for the Election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITION with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITION to be expressed substantially as follows:

FORT WORTH INDEPENDENT SCHOOL DISTRICT SPECIAL 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	_____)	
	_____)	
	_____)	

Section 10. *Compliance with Law.* In all respects, the Election shall be conducted in accordance with applicable state and federal laws, including the Code, as modified by the Texas Education Code. To the extent required by any applicable state or federal law, all election materials and proceedings shall be printed in both English and Spanish.

Section 11. The Board of Education hereby authorizes the Superintendent of Schools, President, Vice President or the Secretary of the Board of Education to execute or attest on behalf of the District the Election Contract with the County.

Section 12. The following information is provided in accordance with the provisions of Section 3.009(b), Texas Election Code.

- (a) The proposition language that will appear on the ballot is set forth in Section 9 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Section 8 hereof.
- (c) The principal amount of the bonds to be authorized is set forth in Sections 8 and 9 hereof.
- (d) As set forth in Sections 8 and 9 hereof, if the bonds are approved by the voters, the Board of Education will be authorized to impose and levy annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay

the principal of and interest on the bonds.

- (e) Based upon the bond market conditions at the date of adoption of this Order, the maximum interest rate for any series of the bonds is estimated to be 5.00% as calculated in accordance with applicable law. Such estimate is based on advice received from the District's financial advisor, which advice takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.
- (f) If the bonds are approved, they may be issued in one or more series, to mature over a period not to exceed 40 years from the date of issuance of each series of bonds.
- (g) The aggregate amount of the outstanding principal of the District's bonds as of the beginning of the District's 2017-2018 fiscal year was \$862,315,000.
- (h) The aggregate amount of the outstanding interest on the District's bonds as of the beginning of the District's 2017-2018 fiscal year was \$343,133,513.
- (i) The ad valorem debt service tax rate for the District for the 2017-2018 fiscal year is \$0.292 per \$100 of taxable assessed valuation.

Section 13. This Order hereby incorporates the provisions of the Election Contract, and to the extent of any conflict between this Order and the Election Contract, the provisions of the Election Contract shall control. The Superintendent of Schools or his designee, is hereby authorized to correct, modify or change the information in this Order, including the attached Exhibit based upon the final locations, dates and times agreed upon by the Elections Coordinator and the District as well as incorporate additional voting locations as designated by the Elections Coordinator.

PASSED AND APPROVED, this 21st day of August, 2017.

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

ATTEST:

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

EXHIBIT A
POLLING LOCATIONS AND HOURS

Election Day Voting

Election Day is November 7, 2017
Election Day Polls are open from 7:00 A.M. to 7:00 P.M.

Polling Place	Address	City	Precinct(s)
Tarrant County Plaza Building	201 Burnett Street	Fort Worth	1001, 1376, 4458, 4494
Van Zandt-Guinn Elementary School	501 Missouri Avenue	Fort Worth	1005, 1444, 1677, 4006
Versia L. Williams Elementary School	901 Baurline Street	Fort Worth	1008, 1544, 1550
Redeemer Lutheran Church	4513 Williams Road	Fort Worth	1009
Community Christian Church Education Building	1720 Vickery Boulevard East	Fort Worth	1010, 1056
Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	1012
Harlean Beal Elementary School	5615 Forest Hill Drive	Fort Worth	1013
Edge Park United Methodist Church	5616 Crowley Road	Fort Worth	1014, 1237, 1594
Texas Academy of Biomedical Sciences	3813 Valentine Street	Fort Worth	1015, 1684
Andrew "Doc" Session Community Center	201 South Sylvania Avenue	Fort Worth	1019, 1476
City of Benbrook Municipal Complex	911 Winscott Road	Benbrook	1021
St. Matthew's Lutheran Church	5709 Wedgwood Drive	Fort Worth	1022
Jefferson Davis 9th Grade Center	615 Townley Drive	Everman	1025, 1244, 1439, 1578, 1621
Antioch Missionary Baptist Church	1063 East Rosedale Street	Fort Worth	1059
Greenway Church	1816 Delga Street	Fort Worth	1061
E. M. Daggett Elementary School	958 Page Avenue	Fort Worth	1062, 1455, 1457, 1608, 1611, 4077, 4096
Christ Cathedral Church	3201 Purington Avenue	Fort Worth	1066, 1236, 1479, 1617, 1672
D. McRae Elementary School	3316 Avenue N	Fort Worth	1074
Sycamore Recreation Center	2525 East Rosedale Street	Fort Worth	1075, 1011
Lily B. Clayton Elementary School	2000 Park Place Avenue	Fort Worth	1076
Pilgrim Rest Missionary Baptist Church	960 East Baltimore Avenue	Fort Worth	1079, 1090
Greater Harvest Church of God in Christ	2900 Mitchell Boulevard	Fort Worth	1080
St. Stephen Presbyterian Church	2700 McPherson Avenue	Fort Worth	1081, 1095
Riverside Community Center	3700 East Belknap Street	Fort Worth	1082, 1198
Beth Eden Missionary Baptist Church	3208 Wilbarger Street	Fort Worth	1083
Rosemont Middle School	1501 West Seminary Drive	Fort Worth	1085

Sagamore Hill Elementary School	701 South Hughes Avenue	Fort Worth	1088, 1415
Morningside Elementary School	2601 Evans Avenue	Fort Worth	1089, 1078, 1619
Lena Pope Home	3200 Sanguinet Street	Fort Worth	1094, 1472, 1674
S. S. Dillow Elementary School	4000 Avenue N	Fort Worth	1098
First Baptist Church of Crowley	400 Eagle Drive South	Crowley	1103, 1348
Bradley Center	2601 Timberline Drive	Fort Worth	1104
Grace Temple Seventh-day Adventist Church	4200 East Berry Street	Fort Worth	1106
R. L. Paschal High School	3001 Forest Park Boulevard	Fort Worth	1108, 1298, 1408, 1434, 1633
Fort Worth Harvest Baptist Church	620 North Chandler Drive	Fort Worth	1109, 1416, 1473
HighRidge Church	10100 Rolling Hills Drive	Fort Worth	1111
McLean 6th Grade School	3201 South Hills Avenue	Fort Worth	1117
Westminster Presbyterian Church	7001 Trail Lake Drive	Fort Worth	1119
JPS Health Center Viola M. Pitts/Como	4701 Bryant Irvin Road North	Fort Worth	1120, 1676
First Jefferson Unitarian Universalist Church	1959 Sandy Lane	Fort Worth	1126
Martin Luther King Community Center	5565 Truman Drive	Fort Worth	1127
Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth	1132
St. Christopher's Episcopal Church	3550 Southwest Loop 820	Fort Worth	1133, 1445
Bruce Shulkey Elementary School	5533 Whitman Avenue	Fort Worth	1142
Eastern Hills High School	5701 Shelton Street	Fort Worth	1146, 1099, 1407, 1414, 1491
W. M. Green Elementary School	4612 David Strickland Road	Fort Worth	1149, 1184, 2600, 2601
New Hope Fellowship	6410 South Freeway	Fort Worth	1150, 1543, 1549, 1559
Forest Hill Civic & Convention Center	6901 Wichita Street	Forest Hill	1153, 1301
Carter Park Elementary School	1204 East Broadus Avenue	Fort Worth	1154, 1555, 1576, 1597, 1652, 4495
Victory Temple Worship Center	2001 Oakland Boulevard	Fort Worth	1170
St. Francis Village	4125 St. Francis Village Road	Crowley	1186
Paul Laurence Dunbar High School	5700 Ramey Avenue	Fort Worth	1188
Edgecliff Village Community Center	1605 Edgecliff Road	Edgecliff Village	1189
River Trails Elementary School	8850 Elbe Trail	Fort Worth	1197, 1064
Benbrook Fire Station	528 Mercedes Street	Benbrook	1206
Restoration Family Church	10201 Jerry Dunn Parkway	Benbrook	1208, 4480
Sunrise-McMillian Elementary School	3409 Stalcup Road	Fort Worth	1211
Pantego Bible Church – The Connection	8200 Anderson Boulevard	Fort Worth	1227, 1437, 1490
Trinity Cumberland Presbyterian Church	7120 West Cleburne Road	Fort Worth	1238

Grace Lutheran Church	7900 McCart Avenue	Fort Worth	1255
Fort Worth Education Association	6021 Westcreek Drive	Fort Worth	1257, 1004, 1167
Southwest Community Center	6300 Welch Avenue	Fort Worth	1264, 1105, 1207
Genesis United Methodist Church	7635 South Hulen Street	Fort Worth	1265
Handley United Methodist Church	2929 Forest Avenue	Fort Worth	1270, 2419
El Buen Pastor Baptist Church	4800 Merida Avenue	Fort Worth	1273, 1165
East Fort Worth Montessori Academy	501 Oakland Boulevard	Fort Worth	1277, 1151, 1199, 1622, 4632
New Life Baptist Deaf Fellowship	6917 Brentwood Stair Road	Fort Worth	1278
Atwood McDonald Elementary School	1850 Barron Lane	Fort Worth	1279
Highland Hills Community Center	1600 Glasgow Road	Fort Worth	1291
Forest Hill United Methodist Church	6401 Hartman Road	Forest Hill	1293
St. Peter's Antiochian Orthodox Church	7601 Bellaire Drive South	Fort Worth	1296, 1423
A. M. Pate Elementary School	3800 Anglin Drive	Fort Worth	1297
St. Matthew United Methodist Church	2414 Hitson Lane	Fort Worth	1311
Trinity Chapel	6610 Southwest Boulevard	Benbrook	1339
Brighter Outlook Center	4910 Dunbar Street	Fort Worth	1346
Mary Harris Intermediate School	8400 West Cleburne Road	Fort Worth	1347
Fort Worth Presbyterian Church	6251 Oakmont Trail	Fort Worth	1377, 1071
Parkway Elementary School	1320 West Everman Parkway	Fort Worth	1378
Ministerio Gracia	2633 Altamesa Boulevard	Fort Worth	1440, 1292
East Regional Library	6301 Bridge Street	Fort Worth	1460, 1679
Glen Park Elementary School	3601 Pecos Street	Fort Worth	1477, 1482
Bill J. Elliott Elementary School	2501 Cooks Lane	Fort Worth	1489, 1518, 1651
Berta May Pope Elementary School	901 Chestnut Drive	Arlington	2003, 1605, 2303, 2606
Arlington First Church of the Nazarene	1301 West Green Oaks Boulevard	Arlington	2220, 1514
Shackelford Junior High School	2000 North Fielder Road	Arlington	2228, 1420, 1607
Center of Community Service Junior League of Arlington	4002 West Pioneer Parkway	Arlington	2310
Ruth Ditto Elementary School	3001 Quail Lane	Arlington	2319, 2464
Kennedale Community Center	316 West 3rd Street	Kennedale	2474, 1427, 1515, 2029
St. Vincent de Paul Catholic Parish	5819 West Pleasant Ridge Road	Arlington	2556, 1610, 2173, 2609
South Hi Mount Elementary School	4101 Birchman Avenue	Fort Worth	4016, 4350
M. G. Ellis Early Childhood School	215 Northeast 14th Street	Fort Worth	4048, 4051
Harvest United Methodist Church	2804 Prospect Avenue	Fort Worth	4050

Trinity Terrace	1600 Texas Street	Fort Worth	4057, 4492, 4493, 4634
De Zavala Elementary School	1419 College Avenue	Fort Worth	4060
All Saints Catholic Church Parish Hall	200 Northwest 20th Street	Fort Worth	4067
Rosen Heights Baptist Church Family Life Center	2519 Prairie Avenue	Fort Worth	4068, 4685
Lost Creek Golf Course	4101 Lost Creek Boulevard	Aledo	4069
Southwest YMCA	4750 Barwick Drive	Fort Worth	4070, 1241
Connell Baptist Church	4736 Bryce Avenue	Fort Worth	4086, 4344
Northside Family Resource Center	2011 Prospect Avenue	Fort Worth	4087, 4092
Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	4091
Diamond Hill Community Center	1701 Northeast 36th Street	Fort Worth	4093
George C. Clarke Elementary School	3300 South Henderson Street	Fort Worth	4097, 4312, 4475, 4478
Knights of Columbus	3809 Yucca Avenue	Fort Worth	4101
Moose Lodge 1889 Haltom City	5001 Bernice Street	Haltom City	4102, 1430, 1623, 1625, 4483, 4485
Worth Heights Community Center	3551 New York Avenue	Fort Worth	4107, 1412
Northside Community Center	1100 Northwest 18th Street	Fort Worth	4110, 4563
Westover Hills Town Hall	5824 Merrymount Road	Westover Hills	4115
North Hi Mount Elementary School	3801 West 7th Street	Fort Worth	4116, 4496
Azle Avenue Baptist Church	2901 Azle Avenue	Fort Worth	4122, 4017, 4073, 4397, 4565, 4568, 4688, 4689
Calvary Cathedral	1701 Oakhurst Scenic Drive	Fort Worth	4124, 4573
Trinity Baptist Church	620 Churchill Road	Fort Worth	4125, 4512, 4592, 4687
Splash Dayz	8905 Clifford Street	White Settlement	4128
Congregation Ahavath Sholom	4050 South Hulen Street	Fort Worth	4130
Western Hills Church of Christ	8800 Chapin Road	Fort Worth	4135, 1337
Agape Baptist Church	3900 Southwest Boulevard	Fort Worth	4136, 4129, 4630
Jo Kelly School	201 North Bailey Avenue	Fort Worth	4137
Sansom Park City Hall	5705 Azle Avenue	Sansom Park	4138, 4285, 4400, 4487, 4593, 4595, 4686, 4690, 4691, 4692, 4693
Westworth Village City Hall	311 Burton Hill Road	Westworth Village	4144, 4252
Grace Fellowship Baptist Church	3801 McCart Avenue	Fort Worth	4155
Riverside Applied Learning Center	3600 Fossil Drive	Fort Worth	4162, 4245, 4596, 4682
Southcliff Baptist Church	4100 Southwest Loop 820	Fort Worth	4163
Kindred Transitional Care and Rehabilitation	6600 Lands End Court	Fort Worth	4178
R. D. Evans Community Center	3242 Lackland Road	Fort Worth	4179

Tanglewood Elementary School	3060 Overton Park Drive West	Fort Worth	4182
Richard J. Wilson Elementary School	900 West Fogg Street	Fort Worth	4195
Worth Heights Elementary School	519 East Butler Street	Fort Worth	4201
Country Inn & Suites	2730 South Cherry Lane	Fort Worth	4203
White Settlement Public Library	8215 White Settlement Road	White Settlement	4204, 4020
Bethel United Methodist Church	5000 Southwest Boulevard	Fort Worth	4230
Diamond Hill/Jarvis Branch Library	1300 Northeast 35th Street	Fort Worth	4231, 4123
Southside Church of Christ	2101 Hemphill Street	Fort Worth	4233, 4370, 4432
Lake Patrol Headquarters	7501 Surfside Drive	Fort Worth	4242, 4373
Faith, Hope and Love Ministries	6154 Meandering Road	Fort Worth	4243, 4113
American Paint Horse Association Office	2800 Meacham Boulevard	Fort Worth	4250, 4604
Towne Place Suites Fort Worth Downtown	805 East Belknap Street	Fort Worth	4253, 1678, 4572, 4615, 4640, 4683
Hubbard Heights Elementary School	1333 West Spurgeon Street	Fort Worth	4256, 1351, 1481, 1628
Grace Baptist Church	1501 Jim Wright Freeway	Fort Worth	4272
Good Shepherd Lutheran Church	1313 Southeast Parkway	Azle	4340, 4284
Faith Lutheran Church	4551 Southwest Boulevard	Fort Worth	4342
Arborlawn United Methodist Church Annex Building	4917 Briarhaven Road	Fort Worth	4343, 1366
Lighthouse Fellowship	7200 Robertson Road	Fort Worth	4375
Harvest Fort Worth United Methodist Church	6036 Locke Avenue	Fort Worth	4456, 4118
Birchman Baptist Church	2700 Dale Lane	Fort Worth	4497
Trinity Episcopal Church	3401 Bellaire Drive South	Fort Worth	4498
Springdale Baptist Church	3016 Selma Street	Fort Worth	4503
Legacy Baptist Church	5500 Boat Club Road	Fort Worth	4551, 4053
Macedonia Missionary Baptist Church	2712 South Freeway	Fort Worth	4587, 4288

Early Voting Locations and Hours

Early voting will be held at the locations below on the following dates and hours:

October 23 - 27	Monday - Friday	8:00 A.M. - 5:00 P.M.
October 28	Saturday	7:00 A.M. - 7:00 P.M.
October 29	Sunday	11:00 A.M. - 4:00 P.M.
October 30 - 31	Monday - Tuesday	8:00 A.M. - 5:00 P.M.
November 1	Wednesday	8:00 A.M. - 5:00 P.M.
November 2 - 3	Thursday - Friday	7:00 A.M. - 7:00 P.M.

Polling Place	Address	City	Zip Code
Bob Duncan Center	2800 South Center Street	Arlington	76014
Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
Center for Community Service Junior League of Arlington	4002 West Pioneer Parkway	Arlington	76013
South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
Tarrant County College Southeast Campus EMB – C Portable Building	2100 Southeast Parkway	Arlington	76018
B J Clark Annex Room 4	603 Southeast Parkway	Azle	76020
Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
Colleyville City Hall	100 Main Street	Colleyville	76034
Crowley Recreation Center	405 S Oak Street	Crowley	76036
Eules Public Library	201 North Ector Drive	Eules	76039
Forest Hill Civic and Convention Center	6901 Wichita Street	Forest Hill	76140
All Saints Catholic Church Parish Hall	200 N.W. 20 th Street	Fort Worth	76164
Diamond Hill/Jarvis Library	1300 Northeast 35 th Street	Fort Worth	76106
Fort Worth ISD Professional Development Center	3150 McCart Avenue	Fort Worth	76110
Griffin Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
JPS Health Center Viola M. Pitts/Como Lower Level – Suite 100	4701 Bryant Irvin Road N.	Fort Worth	76107
Longhorn Activity Center	5350 Basswood Boulevard	Fort Worth	76137
Rosemont Middle School	1501 West Seminary Drive	Fort Worth	76115
Southside Community Center	959 East Rosedale Street	Fort Worth	76104
Southwest Community Center	6300 Welch Avenue	Fort Worth	76133

Southwest Regional Library	4001 Library Lane	Fort Worth	76109
Tanglewood Elementary School <i>Portable Building M131 Room 310</i>	3060 Overton Park Drive W.	Fort Worth	76109
Tarrant County Elections Center <i>Main Early Voting Site</i>	2700 Premier Street	Fort Worth	76111
Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
Villages of Woodland Springs Amenity Bldg.	12209 Timberland Boulevard	Fort Worth	76244
Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
Asia Times Square	2615 W. Pioneer Parkway	Grand Prairie	75051
The REC of Grapevine	1175 Municipal Way	Grapevine	76051
Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
Hurst Recreation Center	700 Mary Drive	Hurst	76053
Northeast Courthouse	645 Grapevine Highway	Hurst	76054
Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
Kennedale Community Center	316 West 3rd Street	Kennedale	76060
Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
Mansfield Sub-Courthouse	1100 East Broad Street	Mansfield	76063
Dan Echols Center	6801 Glenview Drive	N Richland Hills	76180
Richland Hills Public Library	6724 Rena Drive	Richland Hills	76118
Eagle Mountain-Saginaw ISD Administration <i>Building 6 – Training Room</i>	1200 Old Decatur Road	Saginaw	76179
Southlake Town Hall	1400 Main Street	Southlake	76092
White Settlement Public Library	8215 White Settlement Road	White Settlement	76108

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE RESOLUTION AND ORDER FOR ELECTION SERVICES

BACKGROUND:

At the August 15, 2017, Fort Worth ISD Regular Board meeting and August 21, 2017, Fort Worth ISD Special Board meeting the Board of Education approved a resolution ordering a special election on the November joint election date for authorization to ratify District taxes and issue bonds. In past elections, the school district has contracted with the Tarrant County Elections Administrator to oversee the assignment of polling sites, election equipment, judges, clerks, training of appropriate personnel, and other associated services. This has proven to be cost effective as well as more efficient than administering the election in-house. Additionally, since the election is a joint election, costs will be shared with other participating entities.

Approval of the Resolution and Order for Election Services authorizes Fort Worth ISD staff to negotiate the contract with the Tarrant County Elections Administrator, and authorizes the Board President to sign the contract on behalf of the Board of Education and the Fort Worth ISD.

STRATEGIC GOAL:

Goal 2: Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Resolution and Order for Election Services.
2. Decline to Approve the Resolution and Order for Election Services.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve the Resolution and Order for Election Services.

FUNDING SOURCE:

General Fund.

COST:

The cost of the bond election will be determined once the polling locations are finally designated. Tarrant County Elections Administration will use a formula based on the number of

polling locations within our district, along with computation of shared costs for personnel, equipment, etc. Currently, the cost is estimated to be approximately \$182,000.

RATIONALE:

Approval of this resolution would not only retain the personnel with the most expertise in conducting an election, but would also be the most cost efficient.

INFORMATION SOURCES:

Elsie Schiro
Ann Marie Shelton

**FORT WORTH INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION AND ORDER FOR ELECTION SERVICES**

WHEREAS, the Fort Worth Independent School District Board of Education has ordered a special election to take place on November 7, 2017, to ratify District taxes and for the issuance of bonds for the school district; and

WHEREAS, The Texas Election Code, Section 31.092, permits the Board of Education to enter into a contract with the Tarrant County Elections Administrator's office for conducting and supervising the bond election on November 7, 2017; and

WHEREAS, by entering into a contract for election services with Tarrant County, the Fort Worth Independent School District will realize a reduction in expense in conducting said election should the Fort Worth Independent School District have conducted the election on its own;

THEREFORE, BE IT ORDERED AND RESOLVED by the Board of Education of the Fort Worth Independent School District:

1. That the Fort Worth Independent School District enter into a contract for election services with the Tarrant County Election Administrator, to conduct the special election on behalf of the school district on November 7, 2017, and that the terms of said contract shall be negotiated by the school district staff. That the Board of Education of the Fort Worth Independent School District hereby authorizes the Board President, Tobi Jackson to enter into and sign said contract on behalf of the Board of Education and the Fort Worth Independent School District.

Motion was made by _____, seconded by _____, that
the resolution above and foregoing, be adopted.

FOR _____ AGAINST _____

The above Resolution was voted on at a regular meeting of the Board of Education held
on the 10th day of October, 2017.

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

ATTEST:

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

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

**TOPIC: APPROVE THE 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET
AMENDMENT TRANSFERRING FUNDS FROM COMPLETED
PROJECTS TO PROGRAM CONTINGENCY**

BACKGROUND:

At the December 9, 2014 BOE meeting, the Board approved the transfer of funds to the Capital Improvement Program’s (CIP) contingency account. Once these funds were transferred to the contingency account, they were applied to Phase I projects on an as-needed basis. Since that time, the majority of the Phase I projects have been completed utilizing less than the total amount of the amended budgets. CIP is requesting the transfer of \$1,200,000 of unused funds from the individual projects into the CIP Program Contingency account. Once these funds are transferred to the CIP Program Contingency account, they will be applied as necessary to complete the remaining Phase II projects pending Board approval of the use of contingency funds.

Location	Amount
TEA 005 Dunbar HS	\$ 60,000.00
TEA 015 Western Hills HS	\$ 30,000.00
TEA 049 Kirkpatrick MS	\$ 150,000.00
TEA 050 McLean MS	\$ 20,000.00
TEA 059 J. Martin Jacquet MS	\$ 10,000.00
TEA 070 Jean McClung MS	\$ 20,000.00
TEA 071 Benbrook MS	\$ 100,000.00
TEA 081 YWLA	\$ 25,000.00
TEA 084 World Languages	\$ 40,000.00
TEA 104 Boulevard Heights School	\$ 250,000.00
TEA 115 George C. Clarke ES	\$ 30,000.00
TEA 127 Christene C. Moss ES	\$ 50,000.00
TEA 129 John T. White ES	\$ 30,000.00
TEA 131 Rosemont ES	\$ 25,000.00
TEA 133 W. M. Green ES	\$ 60,000.00
TEA 139 Milton L. Kirkpatrick ES	\$ 80,000.00
TEA 141 Meadowbrook ES	\$ 60,000.00
TEA 160 Maudrie M. Walton ES	\$ 30,000.00
TEA 165 R. J. Wilson ES	\$ 25,000.00
TEA 175 Washington Heights ES	\$ 25,000.00
TEA 188 Atwood McDonald ES	\$ 80,000.00
Total:	\$ 1,200,000

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve The 2013 Capital Improvement Program Budget Amendment Transferring Funds From Completed Projects To Program Contingency
2. Decline to Approve The 2013 Capital Improvement Program Budget Amendment Transferring Funds From Completed Projects To Program Contingency
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve The 2013 Capital Improvement Program Budget Amendment Transferring Funds From Completed Projects To Program Contingency

FUNDING SOURCE

Additional Details

CIP

See attached Budget Amendment for Details

COST:

The adjustment of budget between school locations and program contingency will be made as indicated on the attached spreadsheet.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 005 Dunbar HS
TEA 015 Western Hills HS
TEA 049 Kirkpatrick MS
TEA 050 McLean MS
TEA 059 J. Martin Jacquet MS
TEA 070 Jean McClung MS
TEA 071 Benbrook MS
TEA 081 YWLA
TEA 084 World Languages
TEA 104 Boulevard Heights School
TEA 115 George C. Clarke ES
TEA 127 Christene C. Moss ES
TEA 129 John T. White ES
TEA 131 Rosemont ES
TEA 133 W. M. Green ES
TEA 139 Milton L. Kirkpatrick ES
TEA 141 Meadowbrook ES
TEA 160 Maudrie M. Walton ES
TEA 165 R. J. Wilson ES
TEA 175 Washington Heights ES
TEA 188 Atwood McDonald ES

RATIONALE:

The intent of this agenda item is to present to the Board Of Education the transfer of unused project funds to Program Contingency.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

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

Org	Project	Revised 09/26/17	Transfers to Contingency	Revised 10/10/17
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,646,308		\$ 8,646,308
003	South Hills High School	\$ 7,156,555		\$ 7,156,555
004	Diamond Hill-Jarvis High School	\$ 6,906,937		\$ 6,906,937
005	Dunbar High School	\$ 4,071,155	\$ (60,000)	\$ 4,011,155
006	Eastern Hills High School	\$ 1,750,813		\$ 1,750,813
008	North Side High School	\$ 1,526,946		\$ 1,526,946
009	Polytechnic High School	\$ 6,167,915		\$ 6,167,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
011	Trimble Technical High School	\$ 2,224,765		\$ 2,224,765
014	Southwest High School	\$ 2,072,291		\$ 2,072,291
015	Western Hills High School	\$ 5,856,656	\$ (30,000)	\$ 5,826,656
016	O.D. Wyatt High School	\$ 2,577,657		\$ 2,577,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
019	Metro Opportunity High School	\$ 104,386		\$ 104,386
026	Jo Kelly School	\$ 98,191		\$ 98,191
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 2,953,214		\$ 2,953,214
044	Elder Middle School	\$ 3,606,787		\$ 3,606,787
045	Forest Oak Middle School	\$ 758,633		\$ 758,633
047	Handley Middle School	\$ 205,419		\$ 205,419
048	William James Middle School	\$ 977,827		\$ 977,827
049	Kirkpatrick Middle School	\$ 2,936,286	\$ (150,000)	\$ 2,786,286
050	McLean Middle School	\$ 4,980,663	\$ (20,000)	\$ 4,960,663
051	Meacham Middle School	\$ 421,596		\$ 421,596
052	Meadowbrook Middle School	\$ 1,005,246		\$ 1,005,246
053	Monnig Middle School	\$ 250,783		\$ 250,783
054	Morningside Middle School	\$ 1,887,764		\$ 1,887,764
056	Riverside Middle School	\$ 207,511		\$ 207,511
057	Rosemont Middle School	\$ 471,521		\$ 471,521
058	W.C. Stripling Middle School	\$ 390,880		\$ 390,880
059	J. Martin Jacquet MS	\$ 411,817	\$ (10,000)	\$ 401,817
060	Wedgwood Middle School	\$ 286,477		\$ 286,477
061	Leonard Middle School	\$ 390,050		\$ 390,050
062	International Newcomer Acad / Applied Learning Academy	\$ 478,092		\$ 478,092
063	Como Montessori School	\$ 1,806,531		\$ 1,806,531
064	Glencrest 6th Grade	\$ 2,643,619		\$ 2,643,619
067	Rosemont 6th Grade	\$ 2,144,053		\$ 2,144,053
069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
070	Jean McClung Middle School	\$ 153,464	\$ (20,000)	\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,165,625	\$ (100,000)	\$ 9,065,625
081	Young Women's Leadership Academy	\$ 3,309,205	\$ (25,000)	\$ 3,284,205
082	Texas Academy of Biomedical Sciences	\$ 224,101		\$ 224,101
083	Young Men's Leadership Academy	\$ 5,591,999		\$ 5,591,999
084	World Language Academy	\$ 46,156	\$ (40,000)	\$ 6,156
087	VPA/STEM	\$ 51,722,571		\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 124,581		\$ 124,581
103	Benbrook Elementary School	\$ 2,697,356		\$ 2,697,356
104	Boulevard Heights Elementary School	\$ 662,801	\$ (250,000)	\$ 412,801
105	West Handley Elementary School	\$ 6,204,038		\$ 6,204,038
107	Burton Hill Elementary School	\$ 148,702		\$ 148,702
110	Carroll Peak Elementary School	\$ 86,371		\$ 86,371
111	Carter Park Elementary School	\$ 2,217,638		\$ 2,217,638
114	Manuel Jara Elementary School	\$ 183,327		\$ 183,327
115	George C. Clarke Elementary School	\$ 1,774,841	\$ (30,000)	\$ 1,744,841
116	Lily B. Clayton Elementary School	\$ 158,103		\$ 158,103
117	Como Elementary School	\$ 233,393		\$ 233,393
118	Hazel Harvey Peace Elementary School	\$ 97,514		\$ 97,514
119	E.M. Daggett Elementary School	\$ 2,421,295		\$ 2,421,295
120	Rufino Mendoza Elementary School	\$ 2,419,693		\$ 2,419,693
121	DeZavala Elementary School	\$ 3,497,765		\$ 3,497,765
122	Diamond Hill Elementary School	\$ 1,763,629		\$ 1,763,629
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 271,290		\$ 271,290
125	Eastern Hills Elementary School	\$ 191,230		\$ 191,230
126	East Handley Elementary School	\$ 2,286,759		\$ 2,286,759
127	Christene C. Moss Elementary School	\$ 1,926,709	\$ (50,000)	\$ 1,876,709
129	John T. White Elementary School	\$ 114,752	\$ (30,000)	\$ 84,752
130	Harlean Beal Elementary School	\$ 253,876		\$ 253,876
131	Rosemont Elementary School	\$ 112,811	\$ (25,000)	\$ 87,811
132	Glen Park Elementary School	\$ 1,660,478		\$ 1,660,478
133	W. M. Green Elementary School	\$ 4,728,103	\$ (60,000)	\$ 4,668,103
134	Greenbriar Elementary School	\$ 1,868,256		\$ 1,868,256
135	Van Zandt-Guinn Elementary School	\$ 104,439		\$ 104,439
137	Hubbard Heights Elementary School	\$ 127,052		\$ 127,052
138	H.V. Helbing Elementary	\$ 392,315		\$ 392,315
139	Milton L. Kirkpatrick Elementary School	\$ 2,016,857	\$ (80,000)	\$ 1,936,857
141	Meadowbrook Elementary	\$ 175,699	\$ (60,000)	\$ 115,699
143	D. McRae Elementary School	\$ 137,571		\$ 137,571

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

Org	Project	Revised 09/26/17	Transfers to Contingency	Revised 10/10/17
144	Mitchell Boulevard Elementary School	\$ 2,565,990		\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 1,343,277		\$ 1,343,277
149	North Hi Mount Elementary School	\$ 143,238		\$ 143,238
150	Oakhurst Elementary School	\$ 213,586		\$ 213,586
151	Natha Howell Elementary School	\$ 142,516		\$ 142,516
152	Oaklawn Elementary School	\$ 221,420		\$ 221,420
153	A.M. Pate Elementary School	\$ 154,566		\$ 154,566
154	M.L. Phillips Elementary School	\$ 159,573		\$ 159,573
156	Ridglea Hills Elementary School	\$ 2,333,018		\$ 2,333,018
157	Luella Merrett Elementary School	\$ 3,240,550		\$ 3,240,550
159	Versia L. Williams Elementary School	\$ 1,597,500		\$ 1,597,500
160	Maudrie M. Walton Elementary School	\$ 172,839	\$ (30,000)	\$ 142,839
161	Sam Rosen Elementary School	\$ 1,907,868		\$ 1,907,868
162	Sagamore Hill Elementary School	\$ 206,625		\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493		\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,500,234	\$ (25,000)	\$ 1,475,234
166	South Hi Mount Elementary School	\$ 227,889		\$ 227,889
167	South Hills Elementary School	\$ 136,932		\$ 136,932
168	Springdale Elementary School	\$ 3,430,289		\$ 3,430,289
169	Sunrise-McMillan Elementary School	\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 6,630,079		\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,985,142	\$ (25,000)	\$ 13,960,142
176	Waverly Park Elementary School	\$ 298,687		\$ 298,687
177	Westcliff Elementary School	\$ 128,595		\$ 128,595
178	Westcreek Elementary School	\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,779,743		\$ 4,779,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,464,411		\$ 4,464,411
187	J.T. Stevens Elementary School	\$ 273,078		\$ 273,078
188	Atwood McDonald Elementary School	\$ 2,372,271	\$ (80,000)	\$ 2,292,271
190	Riverside Applied Learning Center	\$ 115,415		\$ 115,415
194	Daggett Montessori	\$ 301,897		\$ 301,897
206	Bill Elliott Elementary School	\$ 129,237		\$ 129,237
208	T.A. Sims Elementary School	\$ 140,477		\$ 140,477
209	Edward J. Briscoe Elementary	\$ 106,018		\$ 106,018
216	Woodway Elementary School	\$ 1,543,184		\$ 1,543,184
217	I.M. Terrell Elementary School	\$ 137,810		\$ 137,810
219	Lowery Road Elementary School	\$ 6,001,478		\$ 6,001,478
220	Alice Contreras Elementary School	\$ 1,583,669		\$ 1,583,669
221	Western Hills Primary	\$ 442,005		\$ 442,005
222	L. Clifford Davis Elementary School	\$ 406,763		\$ 406,763
223	Cesar Chavez Primary	\$ 131,996		\$ 131,996
224	M. G. Ellis Primary	\$ 267,096		\$ 267,096
225	Bonnie Brae Elementary School	\$ 124,486		\$ 124,486
226	Seminary Hills Park Elementary School	\$ 181,382		\$ 181,382
227	Dolores Huerta Elementary School	\$ 179,203		\$ 179,203
241	Westpark Elementary School (New)	\$ 19,342,020		\$ 19,342,020
259	Van Zandt-Guinn Elementary School	\$ 12,277,573		\$ 12,277,573
350	Adult Education Center	\$ 16,043		\$ 16,043
834	Wilkerson-Greines Athletic Fields	\$ 164,282		\$ 164,282
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,443,826		\$ 1,443,826
BP 013	Final amounts per school to be finalized upon negotiations	\$ 2,421,952		\$ 2,421,952
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537		\$ 4,453,537
B44	Other Program Costs	\$ 300,000		\$ 300,000
999	Indirect Cost Redistribution - Prop 1	\$ 22,378,730		\$ 22,378,730
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ 1,000		\$ 1,000
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 1,148,875	\$ 600,413	\$ 1,749,288
B47	Owner's Program Contingency - Prop 2	\$ 648,430		\$ 648,430
OCP	Contingency from Scope Adjustments	\$ 472,000	\$ 599,587	\$ 1,071,587
OFC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ 329,953		\$ 329,953
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 910,872		\$ 910,872
TEC	Contingency Transfer from Technology	\$ 1,500,286		\$ 1,500,286
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 359,869,165		\$ 359,869,165
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 489,860,000		\$ 489,860,000

**2013 Capital Improvement Program
Contingency Summary
As of 10/10/17**

As of 09/26/17	BOE 10/10/17 Proposed Items				As of 10/10/17
Proposition I Contingency Balance	Budget Transfers to Contingency	BP 013 Budget Restore to Contingency after negotiations	BP 027 Budget Increase	BP 061 Enter to negotiate with GC	Proposition I Contingency Balance
\$ 3,452,204.00	\$ 1,200,000.00	\$ 369,000.00	\$ (275,000.00)	\$ (1,300,439.00)	\$ 3,445,765.00 *

Potential Future Transfers to Contingency:

Potential funds transfer from substantially completed and/or deferred projects

	\$ -
Sub-Total	\$ 3,445,765

Potential Future Use of Contingency on Pending Projects:

Kitchen Projects

Como Montessori School	\$ (303,137)	**
Morningside Middle School (FS)	\$ (1,500,000)	**
	\$ (1,803,137)	
Sub-Total	\$ (1,803,137)	

Estimated Contingency Balance

Total \$1,642,628

As of 09/26/17	BOE 10/10/17 Proposed Items	As of 10/10/17
Proposition II Contingency Balance		Proposition II Contingency Balance
\$ 1,698,430		\$ 1,698,430 ***

Estimated Contingency Balance

Total \$1,698,430

* Excludes FFE, ADA and Safety/Security Contingencies

** Project Costs are based on AE Cost Estimates

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

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE BUDGET AMENDMENT FOR BID PACKAGE 013 (RFCSP 18-010) TO RESTORE UNUSED PROGRAM CONTINGENCY IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On August 22, 2017 the Board of Education (BOE) approved the use of program contingency for Construction Contract Bid Package 013 (RFCSP 18-010) in a Not-To-Exceed (NTE) amount as noted on the table below. This board agenda item is to present final amounts required after negotiations and contracting efforts have been completed.

Bid Package 013 includes two new kitchen/cafeterias at TEA 148 Charles Nash and TEA 159 Versia Williams Elementary Schools, along with renovation work mainly consisting of emergency and exterior lighting.

Bid Package	BOE Not-To-Exceed Approved Contingency	Actual Amount Required	Variance
013	\$2,421,952	(\$2,050,952)	\$369,000

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for Bid Package 013 (RFCSP 18-010) to Restore Unused Program Contingency in The 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment for Bid Package 013 (RFCSP 18-010) to Restore Unused Program Contingency in The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for Bid Package 013 (RFCSP 18-010) to Restore Unused Program Contingency in The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

See attached budget amendment for details

COST:

This item restores unused program contingency in the sum of \$369,000 to Program Contingency (B47). The net amount of contingency used at each campus involved in this bid package is outlined on the attached budget amendment.

VENDOR:

RJM Contractors

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 148 Charles Nash Elementary School
TEA 159 Versia Williams Elementary School

RATIONALE:

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

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

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

Org	Project	Revised 10/10/17	BP 013 Contingency Approved	BP 013 Negotiated Amounts	BP 013 Restored to Contingency	Revised 10/10/17
001	Amon Carter - Riverside High School	\$ 11,196,062				\$ 11,196,062
002	Arlington Heights High School	\$ 8,646,308				\$ 8,646,308
003	South Hills High School	\$ 7,156,555				\$ 7,156,555
004	Diamond Hill-Jarvis High School	\$ 6,906,937				\$ 6,906,937
005	Dunbar High School	\$ 4,011,155				\$ 4,011,155
006	Eastern Hills High School	\$ 1,750,813				\$ 1,750,813
008	North Side High School	\$ 1,526,946				\$ 1,526,946
009	Polytechnic High School	\$ 6,167,915				\$ 6,167,915
010	Paschal High School	\$ 13,053,010				\$ 13,053,010
011	Trimble Technical High School	\$ 2,224,765				\$ 2,224,765
014	Southwest High School	\$ 2,072,291				\$ 2,072,291
015	Western Hills High School	\$ 5,826,656				\$ 5,826,656
016	O.D. Wyatt High School	\$ 2,577,657				\$ 2,577,657
018	Middle Level Learning Center	\$ 104,577				\$ 104,577
019	Metro Opportunity High School	\$ 104,386				\$ 104,386
026	Jo Kelly School	\$ 98,191				\$ 98,191
042	Daggett Middle School	\$ 201,461				\$ 201,461
043	Wedgwood Sixth Grade School	\$ 2,953,214				\$ 2,953,214
044	Elder Middle School	\$ 3,606,787				\$ 3,606,787
045	Forest Oak Middle School	\$ 758,633				\$ 758,633
047	Handley Middle School	\$ 205,419				\$ 205,419
048	William James Middle School	\$ 977,827				\$ 977,827
049	Kirkpatrick Middle School	\$ 2,786,286				\$ 2,786,286
050	McLean Middle School	\$ 4,960,663				\$ 4,960,663
051	Meacham Middle School	\$ 421,596				\$ 421,596
052	Meadowbrook Middle School	\$ 1,005,246				\$ 1,005,246
053	Monnig Middle School	\$ 250,783				\$ 250,783
054	Morningside Middle School	\$ 1,887,764				\$ 1,887,764
056	Riverside Middle School	\$ 207,511				\$ 207,511
057	Rosemont Middle School	\$ 471,521				\$ 471,521
058	W.C. Stripling Middle School	\$ 390,880				\$ 390,880
059	J. Martin Jacquet MS	\$ 401,817				\$ 401,817
060	Wedgwood Middle School	\$ 286,477				\$ 286,477
061	Leonard Middle School	\$ 390,050				\$ 390,050
062	International Newcomer Acad / Applied Learning Academy	\$ 478,092				\$ 478,092
063	Como Montessori School	\$ 1,806,531				\$ 1,806,531
064	Glencrest 6th Grade	\$ 2,643,619				\$ 2,643,619
067	Rosemont 6th Grade	\$ 2,144,053				\$ 2,144,053
069	McLean 6th Grade	\$ 4,594,516				\$ 4,594,516
070	Jean McClung Middle School	\$ 133,464				\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,065,625				\$ 9,065,625
081	Young Women's Leadership Academy	\$ 3,284,205				\$ 3,284,205
082	Texas Academy of Biomedical Sciences	\$ 224,101				\$ 224,101
083	Young Men's Leadership Academy	\$ 5,591,999				\$ 5,591,999
084	World Language Academy	\$ 6,156				\$ 6,156
087	VPA/STEM	\$ 51,722,571				\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 124,581				\$ 124,581
103	Benbrook Elementary School	\$ 2,697,356				\$ 2,697,356
104	Boulevard Heights Elementary School	\$ 412,801				\$ 412,801
105	West Handley Elementary School	\$ 6,204,038				\$ 6,204,038
107	Burton Hill Elementary School	\$ 148,702				\$ 148,702
110	Carroll Peak Elementary School	\$ 86,371				\$ 86,371
111	Carter Park Elementary School	\$ 2,217,638				\$ 2,217,638
114	Manuel Jara Elementary School	\$ 183,327				\$ 183,327
115	George C. Clarke Elementary School	\$ 1,744,841				\$ 1,744,841
116	Lily B. Clayton Elementary School	\$ 158,103				\$ 158,103
117	Como Elementary School	\$ 233,393				\$ 233,393
118	Hazel Harvey Peace Elementary School	\$ 97,514				\$ 97,514
119	E.M. Daggett Elementary School	\$ 2,421,295				\$ 2,421,295
120	Rufino Mendoza Elementary School	\$ 2,419,693				\$ 2,419,693
121	DeZavala Elementary School	\$ 3,497,765				\$ 3,497,765
122	Diamond Hill Elementary School	\$ 1,763,629				\$ 1,763,629
123	S.S. Dillow Elementary School	\$ 208,715				\$ 208,715
124	Maude I. Logan Elementary School	\$ 271,290				\$ 271,290
125	Eastern Hills Elementary School	\$ 191,230				\$ 191,230
126	East Handley Elementary School	\$ 2,286,759				\$ 2,286,759
127	Christene C. Moss Elementary School	\$ 1,876,709				\$ 1,876,709
129	John T. White Elementary School	\$ 84,752				\$ 84,752
130	Harlean Beal Elementary School	\$ 253,876				\$ 253,876
131	Rosemont Elementary School	\$ 87,811				\$ 87,811
132	Glen Park Elementary School	\$ 1,660,478				\$ 1,660,478
133	W. M. Green Elementary School	\$ 4,668,103				\$ 4,668,103
134	Greenbriar Elementary School	\$ 1,868,256				\$ 1,868,256
135	Van Zandt-Guinn Elementary School	\$ 104,439				\$ 104,439
137	Hubbard Heights Elementary School	\$ 127,052				\$ 127,052
138	H.V. Helbing Elementary	\$ 392,315				\$ 392,315
139	Milton L. Kirkpatrick Elementary School	\$ 1,936,857				\$ 1,936,857
141	Meadowbrook Elementary	\$ 115,699				\$ 115,699
143	D. McRae Elementary School	\$ 137,571				\$ 137,571

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

Org	Project	Revised 10/10/17	BP 013 Contingency Approved	BP 013 Negotiated Amounts	BP 013 Restored to Contingency	Revised 10/10/17
144	Mitchell Boulevard Elementary School	\$ 2,565,990				\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193				\$ 188,193
147	Morningside Elementary School	\$ 185,734				\$ 185,734
148	Charles E. Nash Elementary School	\$ 1,343,277		\$ 851,021		\$ 2,194,298
149	North Hi Mount Elementary School	\$ 143,238				\$ 143,238
150	Oakhurst Elementary School	\$ 213,586				\$ 213,586
151	Natha Howell Elementary School	\$ 142,516				\$ 142,516
152	Oaklawn Elementary School	\$ 221,420				\$ 221,420
153	A.M. Pate Elementary School	\$ 154,566				\$ 154,566
154	M.L. Phillips Elementary School	\$ 159,573				\$ 159,573
156	Ridglea Hills Elementary School	\$ 2,333,018				\$ 2,333,018
157	Luella Merrett Elementary School	\$ 3,240,550				\$ 3,240,550
159	Versia L. Williams Elementary School	\$ 1,597,500		\$ 1,201,931		\$ 2,799,431
160	Maudrie M. Walton Elementary School	\$ 142,839				\$ 142,839
161	Sam Rosen Elementary School	\$ 1,907,868				\$ 1,907,868
162	Sagamore Hill Elementary School	\$ 206,625				\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493				\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,475,234				\$ 1,475,234
166	South Hi Mount Elementary School	\$ 227,889				\$ 227,889
167	South Hills Elementary School	\$ 136,932				\$ 136,932
168	Springdale Elementary School	\$ 3,430,289				\$ 3,430,289
169	Sunrise-McMillan Elementary School	\$ 2,431,493				\$ 2,431,493
171	Tanglewood Elementary School	\$ 6,630,079				\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058				\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,960,142				\$ 13,960,142
176	Waverly Park Elementary School	\$ 298,687				\$ 298,687
177	Westcliff Elementary School	\$ 128,595				\$ 128,595
178	Westcreek Elementary School	\$ 529,748				\$ 529,748
180	Western Hills Elementary School	\$ 4,779,743				\$ 4,779,743
184	Worth Heights Elementary School	\$ 176,275				\$ 176,275
186	David K. Sellars Elementary School	\$ 4,464,411				\$ 4,464,411
187	J.T. Stevens Elementary School	\$ 273,078				\$ 273,078
188	Atwood McDonald Elementary School	\$ 2,292,271				\$ 2,292,271
190	Riverside Applied Learning Center	\$ 115,415				\$ 115,415
194	Daggett Montessori	\$ 301,897				\$ 301,897
206	Bill Elliott Elementary School	\$ 129,237				\$ 129,237
208	T.A. Sims Elementary School	\$ 140,477				\$ 140,477
209	Edward J. Briscoe Elementary	\$ 106,018				\$ 106,018
216	Woodway Elementary School	\$ 1,543,184				\$ 1,543,184
217	I.M. Terrell Elementary School	\$ 137,810				\$ 137,810
219	Lowery Road Elementary School	\$ 6,001,478				\$ 6,001,478
220	Alice Contreras Elementary School	\$ 1,583,669				\$ 1,583,669
221	Western Hills Primary	\$ 442,005				\$ 442,005
222	L. Clifford Davis Elementary School	\$ 406,763				\$ 406,763
223	Cesar Chavez Primary	\$ 131,996				\$ 131,996
224	M. G. Ellis Primary	\$ 267,096				\$ 267,096
225	Bonnie Brae Elementary School	\$ 124,486				\$ 124,486
226	Seminary Hills Park Elementary School	\$ 181,382				\$ 181,382
227	Dolores Huerta Elementary School	\$ 179,203				\$ 179,203
241	Westpark Elementary School (New)	\$ 19,342,020				\$ 19,342,020
259	Van Zandt-Guinn Elementary School	\$ 12,277,573				\$ 12,277,573
350	Adult Education Center	\$ 16,043				\$ 16,043
834	Wilkerson-Greines Athletic Fields	\$ 164,282				\$ 164,282
835	Farrington Athletic Field	\$ 155,855				\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,443,826				\$ 1,443,826
BP 013	Final amounts per school to be finalized upon negotiations	\$ 2,421,952	\$ 2,421,952	\$ 2,052,952	\$ (369,000)	\$ -
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537				\$ 4,453,537
B44	Other Program Costs	\$ 300,000				\$ 300,000
999	Indirect Cost Redistribution - Prop 1	\$ 22,378,730				\$ 22,378,730
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256				\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ 1,000				\$ 1,000
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000				\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 1,749,288			\$ 369,000	\$ 2,118,288
B47	Owner's Program Contingency - Prop 2	\$ 648,430				\$ 648,430
OCP	Contingency from Scope Adjustments	\$ 1,071,587				\$ 1,071,587
OFC	Funds Associated with Additions to be Built at Other Campuses	\$ -				\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ 329,953				\$ 329,953
ADA	ADA Compliance Contingency	\$ 11,259				\$ 11,259
FFE	FF&E Contingency	\$ 910,872				\$ 910,872
TEC	Contingency Transfer from Technology	\$ 1,500,286				\$ 1,500,286
SSC	Safety & Security Contingency	\$ 602,337				\$ 602,337
		\$ 359,869,165				\$ 359,869,165
	Technology Assessment	\$ 99,990,835				\$ 99,990,835
	Proposition 3	\$ 30,000,000				\$ 30,000,000
	2013 CIP Grand Total	\$ 489,860,000				\$ 489,860,000

**2013 Capital Improvement Program
Contingency Summary
As of 10/10/17**

As of 09/26/17	BOE 10/10/17 Proposed Items				As of 10/10/17
Proposition I Contingency Balance	Budget Transfers to Contingency	BP 013 Budget Restore to Contingency after negotiations	BP 027 Budget Increase	BP 061 Enter to negotiate with GC	Proposition I Contingency Balance
\$ 3,452,204.00	\$ 1,200,000.00	\$ 369,000.00	\$ (275,000.00)	\$ (1,300,439.00)	\$ 3,445,765.00 *

Potential Future Transfers to Contingency:

Potential funds transfer from substantially completed and/or deferred projects

	\$ -
Sub-Total	\$ 3,445,765

Potential Future Use of Contingency on Pending Projects:

Kitchen Projects

Como Montessori School	\$ (303,137)	**
Morningside Middle School (FS)	\$ (1,500,000)	**

	\$ (1,803,137)
Sub-Total	\$ (1,803,137)

Estimated Contingency Balance

Total \$1,642,628

As of 09/26/17	BOE 10/10/17 Proposed Items	As of 10/10/17
Proposition II Contingency Balance		Proposition II Contingency Balance
\$ 1,698,430		\$ 1,698,430 ***

Estimated Contingency Balance

Total \$1,698,430

* Excludes FFE, ADA and Safety/Security Contingencies

** Project Costs are based on AE Cost Estimates

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

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE BUDGET AMENDMENT AND BUDGET INCREASE FOR BID PACKAGE 027 (RFCSP 17-002) 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 General Contractor for the 2013 Capital Improvement Program Bid Package 027 (RFCSP 17-002). Negotiations with Sedalco Construction Services were completed and a contract was issued and executed between the District and Sedalco Construction Services. Additional costs have been identified due to unforeseen structural, mechanical, plumbing and electrical issues at both kitchen additions Diamond Hill-Jarvis and North Side High Schools and at the renovation at North Side High School. This work includes, but is not limited to, the repair and replacement of existing structural floor members and slab, additional code requirements by the City of Fort Worth, pier reconciliation and adjustment, demolition and additional support of unforeseen structural walls and modification of new mechanical systems, underslab retaining wall waterproofing, and rerouting of new sanitary sewer while making safe in areas of high staff and student traffic. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$475,000 to execute change orders for the items noted above. CIP also requests the transfer of \$275,000 from Program Contingency to supplement funding for the associated change orders.

Bid Package	Current Not-To-Exceed Construction Contract Amount	Not-To-Exceed Increase in GC Contract Amount In-Campus Budget	Not-To-Exceed Increase in GC Contract Amount Contingency	Revised Construction Contract
027	\$5,361,600	\$200,000	\$275,000	\$5,836,000

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment and Budget Increase for Bid Package 017 (RFCSP 17-002) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Budget Increase for Bid Package 017 (RFCSP 17-002) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment and Budget Increase for Bid Package 017 (RFCSP 17-002) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP	681-81-6629-B39-008-99-000-000000 - \$	25,000
	681-81-6629-B39-044-99-000-000000 - \$	175,000
	681-81-6629-B47-999-99-000-000000 - \$	275,000
	Total	\$ 475,000

COST:

Not to Exceed \$475,000

VENDOR:

Sedalco Construction Services

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 004 Diamond Hill-Jarvis HS
TEA 008 North Side HS
TEA 044 Elder MS

RATIONALE:

A budget increase is needed to fund change orders in a not-to-exceed amount of \$475,000 which cannot be covered with the available funds within the General Contractor's Agreement; \$200,000 is to be funded from within the campus and \$275,000 from Program Contingency (B47).

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

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



Org	Project	Revised 10/10/17	BP 027 Budget Increase	Revised 10/10/17
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,646,308		\$ 8,646,308
003	South Hills High School	\$ 7,156,555		\$ 7,156,555
004	Diamond Hill-Jarvis High School	\$ 6,906,937	\$ 225,000	\$ 7,131,937
005	Dunbar High School	\$ 4,011,155		\$ 4,011,155
006	Eastern Hills High School	\$ 1,750,813		\$ 1,750,813
008	North Side High School	\$ 1,526,946		\$ 1,526,946
009	Polytechnic High School	\$ 6,167,915		\$ 6,167,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
011	Trimble Technical High School	\$ 2,224,765		\$ 2,224,765
014	Southwest High School	\$ 2,072,291		\$ 2,072,291
015	Western Hills High School	\$ 5,826,656		\$ 5,826,656
016	O.D. Wyatt High School	\$ 2,577,657		\$ 2,577,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
019	Metro Opportunity High School	\$ 104,386		\$ 104,386
026	Jo Kelly School	\$ 98,191		\$ 98,191
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 2,953,214		\$ 2,953,214
044	Elder Middle School	\$ 3,606,787	\$ 50,000	\$ 3,656,787
045	Forest Oak Middle School	\$ 758,633		\$ 758,633
047	Handley Middle School	\$ 205,419		\$ 205,419
048	William James Middle School	\$ 977,827		\$ 977,827
049	Kirkpatrick Middle School	\$ 2,786,286		\$ 2,786,286
050	McLean Middle School	\$ 4,960,663		\$ 4,960,663
051	Meacham Middle School	\$ 421,596		\$ 421,596
052	Meadowbrook Middle School	\$ 1,005,246		\$ 1,005,246
053	Monnig Middle School	\$ 250,783		\$ 250,783
054	Morningside Middle School	\$ 1,887,764		\$ 1,887,764
056	Riverside Middle School	\$ 207,511		\$ 207,511
057	Rosemont Middle School	\$ 471,521		\$ 471,521
058	W.C. Stripling Middle School	\$ 390,880		\$ 390,880
059	J. Martin Jacquet MS	\$ 401,817		\$ 401,817
060	Wedgwood Middle School	\$ 286,477		\$ 286,477
061	Leonard Middle School	\$ 390,050		\$ 390,050
062	International Newcomer Acad / Applied Learning Academy	\$ 478,092		\$ 478,092
063	Como Montessori School	\$ 1,806,531		\$ 1,806,531
064	Glencrest 6th Grade	\$ 2,643,619		\$ 2,643,619
067	Rosemont 6th Grade	\$ 2,144,053		\$ 2,144,053
069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
070	Jean McClung Middle School	\$ 133,464		\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,065,625		\$ 9,065,625
081	Young Women's Leadership Academy	\$ 3,284,205		\$ 3,284,205
082	Texas Academy of Biomedical Sciences	\$ 224,101		\$ 224,101
083	Young Men's Leadership Academy	\$ 5,591,999		\$ 5,591,999
084	World Language Academy	\$ 6,156		\$ 6,156
087	VPA/STEM	\$ 51,722,571		\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 124,581		\$ 124,581
103	Benbrook Elementary School	\$ 2,697,356		\$ 2,697,356
104	Boulevard Heights Elementary School	\$ 412,801		\$ 412,801
105	West Handley Elementary School	\$ 6,204,038		\$ 6,204,038
107	Burton Hill Elementary School	\$ 148,702		\$ 148,702
110	Carroll Peak Elementary School	\$ 86,371		\$ 86,371
111	Carter Park Elementary School	\$ 2,217,638		\$ 2,217,638
114	Manuel Jara Elementary School	\$ 183,327		\$ 183,327
115	George C. Clarke Elementary School	\$ 1,744,841		\$ 1,744,841
116	Lily B. Clayton Elementary School	\$ 158,103		\$ 158,103
117	Como Elementary School	\$ 233,393		\$ 233,393
118	Hazel Harvey Peace Elementary School	\$ 97,514		\$ 97,514
119	E.M. Daggett Elementary School	\$ 2,421,295		\$ 2,421,295
120	Rufino Mendoza Elementary School	\$ 2,419,693		\$ 2,419,693
121	DeZavala Elementary School	\$ 3,497,765		\$ 3,497,765
122	Diamond Hill Elementary School	\$ 1,763,629		\$ 1,763,629
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 271,290		\$ 271,290
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133	W. M. Green Elementary School	\$ 4,668,103		\$ 4,668,103
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**SUMMARY OF 2013 CAPITAL
IMPROVEMENT PROGRAM
BUDGET AMENDMENTS**



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149	North Hi Mount Elementary School	\$ 143,238		\$ 143,238
150	Oakhurst Elementary School	\$ 213,586		\$ 213,586
151	Natha Howell Elementary School	\$ 142,516		\$ 142,516
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153	A.M. Pate Elementary School	\$ 154,566		\$ 154,566
154	M.L. Phillips Elementary School	\$ 159,573		\$ 159,573
156	Ridglea Hills Elementary School	\$ 2,333,018		\$ 2,333,018
157	Luella Merrett Elementary School	\$ 3,240,550		\$ 3,240,550
159	Versia L. Williams Elementary School	\$ 2,799,431		\$ 2,799,431
160	Maudrie M. Walton Elementary School	\$ 142,839		\$ 142,839
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180	Western Hills Elementary School	\$ 4,779,743		\$ 4,779,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,464,411		\$ 4,464,411
187	J.T. Stevens Elementary School	\$ 273,078		\$ 273,078
188	Atwood McDonald Elementary School	\$ 2,292,271		\$ 2,292,271
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194	Daggett Montessori	\$ 301,897		\$ 301,897
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208	T.A. Sims Elementary School	\$ 140,477		\$ 140,477
209	Edward J. Briscoe Elementary	\$ 106,018		\$ 106,018
216	Woodway Elementary School	\$ 1,543,184		\$ 1,543,184
217	I.M. Terrell Elementary School	\$ 137,810		\$ 137,810
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836	Scarborough-Handley Athletic Field	\$ 1,443,826		\$ 1,443,826
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B44	Other Program Costs	\$ 300,000		\$ 300,000
999	Indirect Cost Redistribution - Prop 1	\$ 22,378,730		\$ 22,378,730
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TEC	Contingency Transfer from Technology	\$ 1,500,286		\$ 1,500,286
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 359,869,165		\$ 359,869,165
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 489,860,000		\$ 489,860,000

**2013 Capital Improvement Program
Contingency Summary
As of 10/10/17**

As of 09/26/17	BOE 10/10/17 Proposed Items				As of 10/10/17
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Potential Future Transfers to Contingency:

Potential funds transfer from substantially completed and/or deferred projects

	\$ -
Sub-Total	\$ 3,445,765

Potential Future Use of Contingency on Pending Projects:

Kitchen Projects

Como Montessori School	\$ (303,137)	**
Morningside Middle School (FS)	\$ (1,500,000)	**
	\$ (1,803,137)	
Sub-Total	\$ (1,803,137)	

Estimated Contingency Balance

Total \$1,642,628

As of 09/26/17	BOE 10/10/17 Proposed Items	As of 10/10/17
Proposition II Contingency Balance		Proposition II Contingency Balance
\$ 1,698,430		\$ 1,698,430 ***

Estimated Contingency Balance

Total \$1,698,430

* Excludes FFE, ADA and Safety/Security Contingencies

** Project Costs are based on AE Cost Estimates

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

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE BUDGET AMENDMENT AND AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACT WITH A GENERAL CONTRACTOR FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE 061 (RFCSP 18-014)

BACKGROUND:

The process of advertising and releasing a Request for Competitive Sealed Proposals RFCSP 18-010 for the construction of the 2013 CIP Bid Package 061 has been completed.

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

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

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

Additionally, CIP is asking the BOE to approve the transfer of up to \$1,300,439 from the Program Contingency account to the budget accounts contained in BP 061; this reflects the variance between current budget and the highest proposal of the three received.

Bid Package	Current Construction Budget	Amount Requested	Not-To-Exceed Construction Budget
BP 061	\$2,916,561	\$1,300,439	\$4,217,000

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment And Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 061 (RFCSP 18-014)
2. Decline to Approve Budget Amendment And Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 061 (RFCSP 18-014)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment And Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 061 (RFCSP 18-014)

FUNDING SOURCE

Additional Details

CIP	681-81-6629-B39-XXX-99-000-000000 -	\$ 2,847,522
	681-81-6629-B40-XXX-99-000-000000 -	\$ 69,039
	Subtotal -	\$ 2,916,561
	681-81-6629-B47-999-99-000-000000 -	\$ 1,300,439
	Subtotal -	\$ 1,300,439
	Total -	\$ 4,217,000

COST:

\$ 4,217,000

VENDOR:

In alphabetical order:

- 1) MAC’S Construction Company, Inc.
- 2) MDI Inc. General Contractors
- 3) Steele & Freeman/Post L Joint Venture

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

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

RATIONALE:

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

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

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

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



Org	Project	Revised 10/10/17	BP 061 GC Contract	Revised 10/10/17
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,646,308		\$ 8,646,308
003	South Hills High School	\$ 7,156,555		\$ 7,156,555
004	Diamond Hill-Jarvis High School	\$ 7,131,937		\$ 7,131,937
005	Dunbar High School	\$ 4,011,155		\$ 4,011,155
006	Eastern Hills High School	\$ 1,750,813		\$ 1,750,813
008	North Side High School	\$ 1,526,946		\$ 1,526,946
009	Polytechnic High School	\$ 6,167,915		\$ 6,167,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
011	Trimble Technical High School	\$ 2,224,765		\$ 2,224,765
014	Southwest High School	\$ 2,072,291		\$ 2,072,291
015	Western Hills High School	\$ 5,826,656		\$ 5,826,656
016	O.D. Wyatt High School	\$ 2,577,657		\$ 2,577,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
019	Metro Opportunity High School	\$ 104,386		\$ 104,386
026	Jo Kelly School	\$ 98,191		\$ 98,191
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 2,953,214		\$ 2,953,214
044	Elder Middle School	\$ 3,656,787		\$ 3,656,787
045	Forest Oak Middle School	\$ 758,633		\$ 758,633
047	Handley Middle School	\$ 205,419		\$ 205,419
048	William James Middle School	\$ 977,827		\$ 977,827
049	Kirkpatrick Middle School	\$ 2,786,286		\$ 2,786,286
050	McLean Middle School	\$ 4,960,663		\$ 4,960,663
051	Meacham Middle School	\$ 421,596		\$ 421,596
052	Meadowbrook Middle School	\$ 1,005,246		\$ 1,005,246
053	Monnig Middle School	\$ 250,783		\$ 250,783
054	Morningside Middle School	\$ 1,887,764		\$ 1,887,764
056	Riverside Middle School	\$ 207,511		\$ 207,511
057	Rosemont Middle School	\$ 471,521		\$ 471,521
058	W.C. Stripling Middle School	\$ 390,880		\$ 390,880
059	J. Martin Jacquet MS	\$ 401,817		\$ 401,817
060	Wedgwood Middle School	\$ 286,477		\$ 286,477
061	Leonard Middle School	\$ 390,050		\$ 390,050
062	International Newcomer Acad / Applied Learning Academy	\$ 478,092		\$ 478,092
063	Como Montessori School	\$ 1,806,531		\$ 1,806,531
064	Glencrest 6th Grade	\$ 2,643,619		\$ 2,643,619
067	Rosemont 6th Grade	\$ 2,144,053		\$ 2,144,053
069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
070	Jean McClung Middle School	\$ 133,464		\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,065,625		\$ 9,065,625
081	Young Women's Leadership Academy	\$ 3,284,205		\$ 3,284,205
082	Texas Academy of Biomedical Sciences	\$ 224,101		\$ 224,101
083	Young Men's Leadership Academy	\$ 5,591,999		\$ 5,591,999
084	World Language Academy	\$ 6,156		\$ 6,156
087	VPA/STEM	\$ 51,722,571		\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 124,581		\$ 124,581
103	Benbrook Elementary School	\$ 2,697,356		\$ 2,697,356
104	Boulevard Heights Elementary School	\$ 412,801		\$ 412,801
105	West Handley Elementary School	\$ 6,204,038		\$ 6,204,038
107	Burton Hill Elementary School	\$ 148,702		\$ 148,702
110	Carroll Peak Elementary School	\$ 86,371		\$ 86,371
111	Carter Park Elementary School	\$ 2,217,638		\$ 2,217,638
114	Manuel Jara Elementary School	\$ 183,327		\$ 183,327
115	George C. Clarke Elementary School	\$ 1,744,841		\$ 1,744,841
116	Lily B. Clayton Elementary School	\$ 158,103		\$ 158,103
117	Como Elementary School	\$ 233,393		\$ 233,393
118	Hazel Harvey Peace Elementary School	\$ 97,514		\$ 97,514
119	E.M. Daggett Elementary School	\$ 2,421,295		\$ 2,421,295
120	Rufino Mendoza Elementary School	\$ 2,419,693		\$ 2,419,693
121	DeZavala Elementary School	\$ 3,497,765		\$ 3,497,765
122	Diamond Hill Elementary School	\$ 1,763,629		\$ 1,763,629
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 271,290		\$ 271,290
125	Eastern Hills Elementary School	\$ 191,230		\$ 191,230
126	East Handley Elementary School	\$ 2,286,759		\$ 2,286,759
127	Christene C. Moss Elementary School	\$ 1,876,709		\$ 1,876,709
129	John T. White Elementary School	\$ 84,752		\$ 84,752
130	Harlean Beal Elementary School	\$ 253,876		\$ 253,876
131	Rosemont Elementary School	\$ 87,811		\$ 87,811
132	Glen Park Elementary School	\$ 1,660,478		\$ 1,660,478
133	W. M. Green Elementary School	\$ 4,668,103		\$ 4,668,103
134	Greenbriar Elementary School	\$ 1,868,256		\$ 1,868,256
135	Van Zandt-Guinn Elementary School	\$ 104,439		\$ 104,439
137	Hubbard Heights Elementary School	\$ 127,052		\$ 127,052
138	H.V. Helbing Elementary	\$ 392,315		\$ 392,315
139	Milton L. Kirkpatrick Elementary School	\$ 1,936,857		\$ 1,936,857
141	Meadowbrook Elementary	\$ 115,699		\$ 115,699
143	D. McRae Elementary School	\$ 137,571		\$ 137,571

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



Org	Project	Revised 10/10/17	BP 061 GC Contract	Revised 10/10/17
144	Mitchell Boulevard Elementary School	\$ 2,565,990		\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,194,298		\$ 2,194,298
149	North Hi Mount Elementary School	\$ 143,238		\$ 143,238
150	Oakhurst Elementary School	\$ 213,586		\$ 213,586
151	Natha Howell Elementary School	\$ 142,516		\$ 142,516
152	Oaklawn Elementary School	\$ 221,420		\$ 221,420
153	A.M. Pate Elementary School	\$ 154,566		\$ 154,566
154	M.L. Phillips Elementary School	\$ 159,573		\$ 159,573
156	Ridglea Hills Elementary School	\$ 2,333,018		\$ 2,333,018
157	Luella Merrett Elementary School	\$ 3,240,550		\$ 3,240,550
159	Versia L. Williams Elementary School	\$ 2,799,431		\$ 2,799,431
160	Maudrie M. Walton Elementary School	\$ 142,839		\$ 142,839
161	Sam Rosen Elementary School	\$ 1,907,868		\$ 1,907,868
162	Sagamore Hill Elementary School	\$ 206,625		\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493		\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,475,234		\$ 1,475,234
166	South Hi Mount Elementary School	\$ 227,889		\$ 227,889
167	South Hills Elementary School	\$ 136,932		\$ 136,932
168	Springdale Elementary School	\$ 3,430,289		\$ 3,430,289
169	Sunrise-McMillan Elementary School	\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 6,630,079		\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,960,142		\$ 13,960,142
176	Waverly Park Elementary School	\$ 298,687		\$ 298,687
177	Westcliff Elementary School	\$ 128,595		\$ 128,595
178	Westcreek Elementary School	\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,779,743		\$ 4,779,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,464,411		\$ 4,464,411
187	J.T. Stevens Elementary School	\$ 273,078		\$ 273,078
188	Atwood McDonald Elementary School	\$ 2,292,271		\$ 2,292,271
190	Riverside Applied Learning Center	\$ 115,415		\$ 115,415
194	Daggett Montessori	\$ 301,897		\$ 301,897
206	Bill Elliott Elementary School	\$ 129,237		\$ 129,237
208	T.A. Sims Elementary School	\$ 140,477		\$ 140,477
209	Edward J. Briscoe Elementary	\$ 106,018		\$ 106,018
216	Woodway Elementary School	\$ 1,543,184		\$ 1,543,184
217	I.M. Terrell Elementary School	\$ 137,810		\$ 137,810
219	Lowery Road Elementary School	\$ 6,001,478		\$ 6,001,478
220	Alice Contreras Elementary School	\$ 1,583,669		\$ 1,583,669
221	Western Hills Primary	\$ 442,005		\$ 442,005
222	L. Clifford Davis Elementary School	\$ 406,763		\$ 406,763
223	Cesar Chavez Primary	\$ 131,996		\$ 131,996
224	M. G. Ellis Primary	\$ 267,096		\$ 267,096
225	Bonnie Brae Elementary School	\$ 124,486		\$ 124,486
226	Seminary Hills Park Elementary School	\$ 181,382		\$ 181,382
227	Dolores Huerta Elementary School	\$ 179,203		\$ 179,203
241	Westpark Elementary School (New)	\$ 19,342,020		\$ 19,342,020
259	Van Zandt-Guinn Elementary School	\$ 12,277,573		\$ 12,277,573
350	Adult Education Center	\$ 16,043		\$ 16,043
834	Wilkerson-Greines Athletic Fields	\$ 164,282		\$ 164,282
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,443,826		\$ 1,443,826
BP 061	Final amounts per school to be finalized upon negotiations		\$ 1,300,439	\$ 1,300,439
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537		\$ 4,453,537
B44	Other Program Costs	\$ 300,000		\$ 300,000
999	Indirect Cost Redistribution - Prop 1	\$ 22,378,730		\$ 22,378,730
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ 1,000		\$ 1,000
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 1,843,288	\$ (1,300,439)	\$ 542,849
B47	Owner's Program Contingency - Prop 2	\$ 648,430		\$ 648,430
OCP	Contingency from Scope Adjustments	\$ 1,071,587		\$ 1,071,587
OFC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ 329,953		\$ 329,953
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 910,872		\$ 910,872
TEC	Contingency Transfer from Technology	\$ 1,500,286		\$ 1,500,286
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 359,869,165		\$ 359,869,165
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 489,860,000		\$ -

**2013 Capital Improvement Program
Contingency Summary
As of 10/10/17**

As of 09/26/17	BOE 10/10/17 Proposed Items				As of 10/10/17
Proposition I Contingency Balance	Budget Transfers to Contingency	BP 013 Budget Restore to Contingency after negotiations	BP 027 Budget Increase	BP 061 Enter to negotiate with GC	Proposition I Contingency Balance
\$ 3,452,204.00	\$ 1,200,000.00	\$ 369,000.00	\$ (275,000.00)	\$ (1,300,439.00)	\$ 3,445,765.00 *

Potential Future Transfers to Contingency:

Potential funds transfer from substantially completed and/or deferred projects

\$ -
Sub-Total \$ 3,445,765

Potential Future Use of Contingency on Pending Projects:

Kitchen Projects

Como Montessori School \$ (303,137) **

Morningside Middle School (FS) \$ (1,500,000) **

\$ (1,803,137)
Sub-Total \$ (1,803,137)

Estimated Contingency Balance

Total \$1,642,628

As of 09/26/17	BOE 10/10/17 Proposed Items	As of 10/10/17
Proposition II Contingency Balance		Proposition II Contingency Balance
\$ 1,698,430		\$ 1,698,430 ***

Estimated Contingency Balance

Total \$1,698,430

* Excludes FFE, ADA and Safety/Security Contingencies

** Project Costs are based on AE Cost Estimates

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

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE RECLASSIFICATION OF EXPENDITURES FOR TEA 063, 119, 148 AND 159 IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 12, 2016 the Board of Education (BOE) approved the Capital Improvement Program (CIP) to negotiate and enter into contract with Texas Metal for the purchase of kitchen equipment at multiple campuses including TEA 063 Como Montessori School, TEA 119 E. M. Daggett ES, TEA 148 Charles E. Nash ES and TEA 159 Versia L. Williams ES using Fund 681 (CIP). CIP requests the reclassification of expenditures from Fund 681 (CIP) to Fund 701 (Child Nutrition Services - CNS) for kitchen equipment purchases as detailed below. This budget transfer has been approved by the CNS Department. Furthermore, this transfer will create additional program contingency for use on future CIP construction projects.

Location	Amount
TEA 063 Como Montessori School	\$ 278,362
TEA 119 E. M. Daggett ES	\$ 323,856
TEA 148 Charles E. Nash ES	\$ 278,362
TEA 159 Versia L. Williams ES	\$ 315,252
TOTAL:	\$ 1,195,832

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Reclassification of Expenditures for TEA 063, 119, 148 and 159 in the 2013 Capital Improvement Program
2. Decline to Approve Reclassification of Expenditures for TEA 063, 119, 148 and 159 in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Reclassification of Expenditures for TEA 063, 119, 148 and 159 in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 701-35-6639-B39-XXX-99-540-000000- \$ 1,195,832

COST:

\$ 1,195,832

VENDOR:

Texas Metal

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 063 Como Montessori School
TEA 119 E. M. Daggett ES
TEA 148 Charles E. Nash ES
TEA 159 Versia L. Williams ES

RATIONALE:

The reclassification of expenditures from Fund 681 (CIP) to Fund 701 (Child Nutrition Services - CNS) for kitchen equipment purchases will create additional program contingency for use on future CIP construction projects.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Glen Headlee
Art Cavazos

**CONSENT AGENDA ITEM
BOARD MEETING
October 10, 2017**

TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 056 (RFCSP 17-065) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On February 28, 2017 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Reeder + Summit Joint Venture General Contractor for the 2013 Capital Improvement Program Bid Package 056 (RFCSP 17-065). Negotiations with Reeder + Summit Joint Venture were completed and a contract was issued and executed between the District and Reeder + Summit Joint Venture for \$1,797,000. Additional costs at TEA 111 Carter Park Elementary School have been estimated at \$50,000. Additional costs include a modification to the new fire sprinkler system routing for the four pre-k classroom addition. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$50,000 to execute a change order for the item noted above. This change order can be funded from within the project budget and therefore does not require the use of program contingency.

Bid Package	Current Construction Contract	Amount Requested	Revised Construction Contract
056	\$1,797,000	\$50,000	\$1,847,000

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-111-99-000-000000 - \$ 50,000

COST:

Not to Exceed \$50,000

VENDOR:

Reeder + Summit Joint Venture

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 111 Carter Park Elementary School

RATIONALE:

A budget increase is needed to a fund change order in a not-to-exceed amount of \$50,000 which cannot be covered with the available funds within the General Contractor's Agreement. This change order will be funded from within the campus budget and therefore does not require the use of Program Contingency.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**ACTION AGENDA ITEM
BOARD MEETING
OCTOBER 10, 2017**

TOPIC: APPROVE PROCLAMATION RECOGNIZING OCTOBER 14, 2017 AS FORT WORTH BOOKFEST DAY

BACKGROUND:

The Fort Worth BookFest is a cross-cultural, community-driven, multi-genre literary event that will provide a platform for raising awareness of the transformative power of literacy in our community. The goal is to raise awareness of the transformative power of literacy through the BookFest platform to showcase the wealth of talent among all cultures that call Fort Worth home.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Proclamation recognizing October 14, 2017 as Fort Worth BookFest day.
2. Decline to Approve Proclamation recognizing October 14, 2017 as Fort Worth BookFest day.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Proclamation recognizing October 14, 2017 as Fort Worth BookFest day.

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

District-wide.

RATIONALE:

To support the District goal of all 3rd grade students reading on grade level by 2025, the Fort Worth ISD Board of Trustees is supportive of the Fort Worth BookFest, and this proclamation. The Fort Worth BookFest, in partnership with Tarrant College Trinity River Campus and the City of Fort Worth, includes authors and booksellers, workshops and seminars, AfricCom, Fort Worth Library Authors Round-Up for Children, artists, artisans, entertainment, food and beverages representing the cultures of Fort Worth and Fort Worth ISD’s students and families.

INFORMATION SOURCE:

Tobi Jackson
Sammy Monge

Proclamation

WHEREAS, Fort Worth BookFest is a cross-culture, community-driven organization with a mission to raise awareness of the transformative power of literacy; and

WHEREAS, Fort Worth BookFest is committed to “Ringin a Bell for Literacy”; and

WHEREAS, Fort Worth BookFest supports *Read Fort Worth*, the Fort Worth literacy partnership committed to seeing that 100% of Fort Worth ISD students are reading on grade level by third grade by the year 2025; and

WHEREAS, Fort Worth BookFest will focus attention on the Fort Worth community as a Community of Culture with a community of readers, adding to our Cowboys and Culture persona; and

WHEREAS, Fort Worth BookFest, in collaboration with Tarrant County College Trinity River Campus, the City of Fort Worth, and an impressive host of Sponsors, Partners, and Supporters, launches the inaugural event on October 14, 2017 at Tarrant County College River Campus; and

WHEREAS, Fort Worth BookFest will showcase authors writing in all genres, for all ages, all interests, and all cultures, booksellers, publishers, artists, artisans, children’s activities, films, community partner exhibits as well as the opportunity to meet authors, attend workshops, and be entertained;

THEREFORE be it resolved that the Fort Worth Independent School District proclaim October 14, 2017 as Fort Worth BookFest Day.

Dated this 10th day of October 2017.

Tobi Jackson, President

Ann Sutherland, First Vice President

Christene Moss, Second Vice President

Anael Luebanos, Secretary

Jacinto Ramos, Jr.

Ashley Paz

T. A. Sims Sr.

Judy Needham

Norman Robbins

