

*Board of Education  
Regular Meeting  
September 12, 2017*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on September 12, 2017 the Board of Education of the Fort Worth Independent School District will hold a Regular meeting beginning at 4:00 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice.

## FORT WORTH INDEPENDENT SCHOOL DISTRICT

### AGENDA

1. **4:00 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION**
3. **EXECUTIVE SESSION**
  - A. Personnel Matters (Section 551.074)
    1. Superintendent's Formative Evaluation
4. **5:30 P.M. - RECONVENE IN REGULAR SESSION - BOARD ROOM**
5. **PLEDGES**
6. **RECOGNITIONS**
  - A. Recognition of Students Performing and Greeting Prior to the Meeting
  - B. Hispanic Heritage Month
7. **PUBLIC COMMENT**
8. **LONE STAR GOVERNANCE**
  - A. Report of 2017 Student Assessment Results
9. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
10. **DISCUSSION OF AGENDA ITEMS**

**11. CONSENT AGENDA ITEMS**

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

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B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve Purchase of GPS Navigational and Tracking Solutions	31
2. Approve the Purchase of Choral Furniture from the 2013 Capital Improvement Program	35
3. Approve Furniture, Fixtures & Equipment Purchases for Bid Package 043 for the 2013 Capital Improvement Program	64
4. Approve Innovation Center Construction Phase 1 to House Department of Technology and District Server and Budget Amendment Transferring Required Funds to Function 81	75
5. Approve Santa Fe Youth Services Contract	79
6. Approve 2017-2018 Allocation for Fort Worth After School (FWAS) Full Service Provider at Leadership Academy at Forest Oak Middle School	92
7. Approve Consultant to Provide Mentoring Services for the FWISD "My Brother's Keeper" (MBK) Program	95
C. Approve Interlocal Agreement Between Fort Worth ISD and the City of Fort Worth for School Resource Officer Program for the 2017-2018 School Year	98
D. Approve the Memorandum of Understanding Contract with Reading Partners and Fort Worth Independent School District	113
E. Approve the Sale of Tax Foreclosed Property Located at 4501 East Berry Street to the City of Fort Worth for Development and Use as a Neighborhood/Community Park	127
F. Approve Lone Star Governance Quarterly Board Progress Tracker	133
G. Approve Updated Lone Star Governance Monitoring Calendar	136
H. Approve Budget Increase for Bid Package 043 in the 2013 Capital Improvement Program	139
I. Approve Ratification of Budget Increase for Bid Package 053 Phase III-B West Installation of Cameras (RFCSP 17-069) in the 2013 Capital Improvement Program	142

J. Approve Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 065 (RFCSP 18-012)	146
K. Approval of Budget Amendment for the Period Ended August 31, 2017	149
L. Approve the Annual Investment Report for the Period: July 1, 2016 - June 30, 2017	154
M. Ratification of Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth	172
N. Approval of Real Estate Service Providers	182
O. Approve Commercial Real Estate Company to Negotiate and Provide Professional Services Regarding Purchase of Properties Needed for New Tanglewood Elementary School	184
P. Approval of Minutes of the April 17, 2017 Citizens' Oversight Committee Meeting	186

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

**13. 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.
  - 1. Fort Worth Independent School District v. KOC via Gran Bridgewood, LLC
- B. Personnel Matters (Section 551.074)
  - 1. Discuss Possible Termination of Chapter 21 Contract Employee
  - 2. Executive Director, College & Career Readiness
  - 3. Executive Director, Multilingual Programs
- C. Security Implementation (Section 551.076)
  - 1. Security Audit
- D. Real Property (Section 551.072)

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

**15. ACCEPT CONSENT AGENDA**

**16. ACTION ITEMS**

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

**17. ACTION AGENDA ITEMS**

- A. Resolution in Support of the November 7, 2017 TRE or "Penny Swap" Election and the Bond Election 194

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

**19. ADJOURN**

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

**TOPIC: BOARD OF EDUCATION MEETING MINUTES**

**BACKGROUND:**

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

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

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

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

Approve The Board Of Education Meeting Minutes

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

None

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Board of Education

**RATIONALE:**

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

**INFORMATION SOURCE:**

Sammy Monge

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on August 14, 2017.

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

MEETING NOTICE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on August 9, 2017, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 03:00 p.m. at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas . The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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



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

This notice was posted and filed in compliance with the Open Meetings Law on August 9, 2017 at 4:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING August 14, 2017

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 9, 2017 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on August 9, 2017.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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#### BOARD WORKSHOP

##### Board Members in Attendance:

Tobi Jackson  
Anael Luebanos  
Christene Moss  
Judy Needham (arrived at 3:20 p.m.)  
Ashley Paz  
Jacinto Ramos (arrived at 3:28 p.m.)  
Norman Robbins  
T. A. Sims  
Ann Sutherland

Administrators in Attendance:

Dr. Kent Scribner  
Sherry Breed  
Vicki Burris  
Charles Carroll  
Art Cavazos  
Kyle Davie  
Barbara Griffith  
Karen Molinar  
Sammy Monge  
Cynthia Rincon  
Ramona Soto

**1. 3:00 P.M. – CALL TO ORDER BOARD WORKSHOP – CONVENE IN BOARD CONFERENCE ROOM**

Mrs. Jackson called the meeting to order at 3:08

**2. DISCUSSION OF PROPOSED BOND AND TRE ELECTION**

Dr. Scribner made opening remarks and turned the discussion over to Mrs. Elsie Schiro.

Funding Strategy

Debt Profile

District Objectives for November TRE and Bond Election

Discussion how objectives can be met.

Example of a two Cent Swap on a Homestead of \$100,000

Example of the Shift of Tax Collections from Debt Service to M & O

Summary of Annual Benefit of a Two Cent Swap to the Maintenance and Operations Revenue

Summary of Annual Benefit of a Two Cent Swap to the Maintenance and Operations Revenue

The Importance of a tax Ratification Election

Discussion on the District's swap of two cents to M & O and still have the ability to pay Debt Principle & Interest annually.

Analysis of Taxable Property Values

Funding Strategy

Determining the Amount of the Bond Referendum

Funding Strategy

Charles Carroll discussed the following:

Innovative Learning for our Future

Educational Design Team Recommendations

District Goals

College and Career Readiness  
CTE Enrollment in FWISD  
Enrollment by Career Cluster  
Certifications  
Fort Worth ISD Learning Model

Art Cavazos discussed the following:  
Capital Assets Plan – TRE Implementation  
Maintenance  
Technology

Elsie Schiro:  
Discussed what the public would see on the ballot  
Bond Propositions A & B

It was announced there would be a meeting Monday, August 21st at 5:30 p.m.

**3. Adjourn**

The meeting was adjourned at 5:35 p.m.

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on August 15, 2017.

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

MEETING NOTICE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on August 10, 2017, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on August 10, 2017 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING AUGUST 15, 2017

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 10, 2017 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on August 10, 2017.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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

5:31 p.m.

The following Board Members were present:

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

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Vicki Burris, Chief of Capital Projects/Capital Improvement Program  
Charles Carroll, Chief Academic Officer  
Art Cavazos, Chief of District Operations  
Kyle Davie, Chief Technology Officer  
Karen Molinar, Chief of Elementary Schools  
Sammy Monge, Chief of Policy & Planning  
Cynthia Rincon, Chief of Human Capital Management  
Elsie Schiro, Chief of Business & Finance

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

2. PLEDGES

Clint Bond lead in the pledges.

3. PUBLIC HEARING ON PROPOSED 2017-2018 BUDGET AND TAX RATES

Mrs. Elsie Schiro gave this presentation.

4. PUBLIC COMMENT ON PROPOSED 2017-2018 BUDGET AND TAX RATES

There were no comments.

5. CLOSE PUBLIC HEARING

The public hearing was closed.

6. PUBLIC COMMENT

Speakers:  
Steven Poole

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

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

The meeting was recessed at 5:41 p.m. and reconvened at 5:47 p.m.

8. DISCUSSION OF AGENDA ITEMS

Agenda items 9.C. and 9.I. were moved for separate vote.

10. LONE STAR GOVERNANCE

Sammy Monge facilitated this discussion regarding self-evaluation

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

The meeting was recessed 6:12 p.m.

12. EXECUTIVE SESSION

A. Seek the Advice of its Attorneys Concerning Pending or Contemplated Litigation or Other Matters that are Exempt from Public Disclosure Under Article X, Section 9 of the Texas State Bar Rules and as Authorized by Section 551.071 of the Texas Government Code.

1. 2017-2018 Student Code of Conduct

B. Personnel Matters (Section 551.074)

C. Security Implementation (Section 551.076)

D. Real Property (Section 551.072)

13. RECONVENE IN REGULAR SESSION - BOARD ROOM

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

14. ACCEPT CONSENT AGENDA

Motion was made by Norman Robbins, seconded by Christene Moss, to approve CONSENT AGENDA.

The motion was approved.

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

No: Ann Sutherland.

15. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

There was no personnel.

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

A. Board of Education Meeting Minutes

1. July 18, 2017 - Regular Meeting

- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
1. Approval of Career Exploration System
  2. Approve the Purchase of the College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2017-2018 Academic School Year
  3. Approve Purchase of Box Trucks
  4. Approve Purchase of School Buses with Funds from 2013 Capital Improvement Program and Texas Clean Fleet Program
  5. Approve Renewal of Eduphoria Premium Suite and Related Services Interlocal Agreement
  6. Approve Additional Architectural Services for the New Division of Technology Center and Approve Resolution Expressing Official Intent to Reimburse General Fund
- C. Approve First Reading (TASB Update) - Revision to Board Policy DEC (LOCAL)
- Motion was made by Norman Robbins, seconded by Christene Moss, to approve First Reading (TASB Update) - Revision to Board Policy DEC (LOCAL).
- The motion was approved.
- Yes: Tobi Jackson, Anael Luebanos, Christene Moss, Ashley Paz, Jacinto Ramos, Norman Robbins, and T.A. Sims.
- No: Ann Sutherland.
- D. Approve First Reading and Waive Second Reading - Revision to Board Policy BBFA (LOCAL) "Ethics-Conflict of Interest Disclosure"
- E. Approve Second Reading - Revision to Board Policy EIC (LOCAL) "Academic Achievement: Class Ranking"
- F. Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District
- G. Approve the AVID College Readiness System Services and Products Agreement Between Fort Worth Independent School District and the AVID Center for the 2017-2018 Academic School Year



H. Approve the Service Contract Between Fort Worth Independent School District and Legacy Partners International to Purchase the Renzulli Learning System User Licenses

I. Approve FWISD Board Committees for the 2017-2018 School Year

Motion was made by Ashley Paz, seconded by Christene Moss, to approve FWISD Board Committees for the 2017-2018 School Year removing Finance and Bond Committee.

The motion was approved.

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

No: Tobi Jackson, Anael Luebanos, and Ann Sutherland.

J. Approve Vacation and Plat at De Zavala Elementary School for the 2013 Capital Improvement Program

K. Approve Budget Amendment Transferring Funds from Completed Safety and Security Projects to Program Contingency and a Safety and Security Contingency Account for the 2013 Capital Improvement Program

L. Approve Budget Increase for Bid Package 017 (RFP #15-036) in the 2013 Capital Improvement Program

M. Approve Budget Increase for Bid Package 018 (RFP #15-036) in the 2013 Capital Improvement Program

N. Approve Budget Increase for Bid Package 027 (RFCSP 17-002) in the 2013 Capital Improvement Program

16. ACTION AGENDA ITEMS

A. Approve Lone Star Governance Quarter Two Self Evaluation

Motion was made by Norman Robbins, seconded by Ann Sutherland, to approve Lone Star Governance Quarter Two Self Evaluation.

The motion was unanimously approved.

B. Approve Ordinance Adopting 2017-2018 Tax Rates

Motion was made by Jacinto Ramos, seconded by Anael Luebanos, to approve Ordinance Adopting 2017-2018 Tax Rates.

The motion was unanimously approved.

C. Approve Order Calling a Tax Ratification Election

Motion was made by Christene Moss, seconded by Ashley Paz, to approve Order Calling a Tax Ratification Election.

The motion was unanimously approved.

D. Approve Order Calling a Bond Election

Motion was made by Tobi Jackson, seconded by Ashley Paz, to table Order Calling a Bond Election.

The motion was unanimously approved.

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

A. National School Boards Association (NSBA) 2nd Annual Equity Retreat - Jacinto Ramos

B. 2017 Texas Institute for School Boards - Anael Luebanos

C. Council of the Great City Schools Summer Executive Committee Meeting - Ashley Paz

D. Honor John Church, Nancy Hawa and Brian Sinclair by Tobi Jackson

Dr. Ann Sutherland and President Jackson made comments regarding these employees.

18. ADJOURN

The meeting was adjourned at 7:50 p.m.

/s/ Faye Daniels  
Board of Education

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

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on August 19, 2017.

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

MEETING NOTICE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on August 16, 2017, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 08:30 p.m. at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas . The subjects to be discussed are listed on the agenda, which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on August 16, 2017 at 8:30 a.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING AUGUST 19, 2017

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 16, 2017 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on August 16, 2017.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

Board Members in Attendance:

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

Administrators in Attendance:

Dr. KentScribner

1. 8:30 A.M. – CALL TO ORDER – BOARD CONFERENCE ROOM

Mrs. Jackson called the meeting to order at 8:37 a.m.

2. DISCUSSION AND CONSIDERATION OF PROPOSED 2017 BOND ELECTION

Dr. Scribner made opening comments and reviewed the handout regarding the \$749M bond proposal.

Mr. Robbins requested more information regarding CTE Centers.

Dr. Sims mentioned needs of O. D. Wyatt High School, since the previous bond and requested the carpet in the field house be replaced right away.

Dr. Scribner and Art Cavazos will meet at the school at 10:30 a.m. Monday morning to take a look at the field house.

Elsie Schiro discussed the proposition language that would be on the ballot.

Mrs. Paz thinks the propositions were confusing since they are not specific enough.

Mrs. Schiro said if the TRE does not pass, we would be unable to purchase buses and vehicles. Therefore, the proposition would need to be reworded to include verbiage regarding buses and vehicles.

The Board agreed on one proposition.

The city vote would be November 7<sup>th</sup>.

3. ADJOURN

The meeting was adjourned at 9:30 a.m.

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on August 21, 2017.

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

MEETING NOTICE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on August 15 2017, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on August 15 2017 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING AUGUST 21, 2017

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 15 2017 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on August 15 2017.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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

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

The following Board Members were present:

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

Absent: Judy Needham

The following administrators were present:

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

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

2. PUBLIC COMMENT

Speakers: Libby Willis Janie Ginn

3. DISCUSSION AND CONSIDERATION OF PROPOSED 2017 BOND ELECTION

There was no discussion.

4. ACTION ITEM

A. Approve Order Calling a Bond Election

Motion was made by T.A. Sims, seconded by Christene Moss, to approve Order For Calling a Bond Election.

The motion was unanimously approved.

5. ADJOURN

Meeting was adjourned at 5:37 p.m.

/s/ Faye Daniels  
Board of Education

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



MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on August 22, 2017.

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

MEETING NOTICE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on August 17, 2017, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on August 17, 2017 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING AUGUST 22, 2017

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 17, 2017 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on August 17, 2017.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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

Mrs. Jackson called the meeting to order at 5:31 p.m.

The following Board Members were present:

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

Absent: Judy Needham

The following administrators were present:

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

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

2. PLEDGES

Clint Bond lead in the pledges.

3. RECOGNITIONS

A. Career & Technical Education (CTE) Students Who Placed at National Level Competitions

Mr. Saenz introduced this recognition of four students from South Hills High School. Students were not present as they have already gone to college.

4. PUBLIC COMMENT

Speakers:

Juan Turcios

Scott Blanco Davis

Pablo Calderon

Carlos Turcios

Norman Quigley

Breinn Henry

Jesse Henry

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

The meeting was recessed at 5:53 p.m. and reconvened at 6:03 p.m.

6. DISCUSSION OF AGENDA ITEMS

There was no discussion.

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

A. Board of Education Meeting Minutes

1. August 8, 2017 - Regular Meeting

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

More

1. Approve Purchase of Imagine Math Facts (Big Brainz) by Imagine Learning, Inc. District Wide License for Elementary Campuses
  2. Approve Dancing Classrooms North Texas Ballroom Dancing Program
  3. Approve Renewal of Raptor Technologies, LLC Electronic Visitor Management System for District Campuses and Administrative Facilities
  4. Approve Follet Destiny Library Manager Software License Renewal for the 2017-2018 School Year
  5. Approve EBSCO Subscription Renewal for the 2017-2018 School Year
  6. Approve Renewal of Microsoft Premier Support Services for the 2017-2018 School Year
  7. Approve Contract for E-Rate Consulting Services for the 2017-2018 School Year
  8. Approve Purchase of Munis Server Hardware
  9. Approve Replacements, Upgrades, or Additions of Bleachers at Poly Tech, Southwest, Paschal, Trimble Tech and North Side High Schools and at Clark Field
  10. Approval of Data License Agreement and Memorandum of Understanding Between Fort Worth ISD and Avenireducation, Inc. DBA SPEDx
  11. Approve Memorandum of Understanding Between CLC, Inc. Pathways to Justice Careers for Youth Program and Fort Worth Independent School District
  12. Approve Renewal of Mass Communications Systems Service Renewal for the 2017-2018 School Year
  13. Approve Renewal of Web Hosting Services for the 2017-2018 School Year
  14. Approve the Purchase of an Online Bid Software System and the Adoption of Rules for Electronic Bid Submission
- C. Approve the Revised Cost of General Liability Insurance Initially Approved on June 13, 2017

- D. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Forest Hill for School Security Services
- E. Approve the Interlocal Agreement Between Fort Worth ISD and the City of Benbrook for School Security Services for the 2017-2018 School Year
- F. Approve Annual Expenditure for Waste Management Services
- G. Approve 2017-2018 Allocations for Fort Worth After School (FWAS) Full Service Providers at Five Leadership Academies
- H. Approval to Recognize Texas A&M Agrilife Extension Service Staff as Fort Worth ISD Adjunct Staff Members and Approval to Allow 4-H Organization to be Sanctioned as an Extracurricular Activity
- I. Approval of the 2017-2018 Student Code of Conduct
- J. Approve Second Reading (TASB Update) - Revision to Board Policy DEC (LOCAL)
- K. Approve the Annual Report on Cooperative Fees Paid by Fort Worth ISD
- L. Approve the Quarterly Investment Report for the Period: April 1, 2017 - June 30, 2017
- M. Approve the 2017-2018 Fort Worth Compensation Manual
- N. Approve Budget Amendment Transferring Funds from Furniture, Fixtures and Equipment Contingency and Completed Projects to Program Contingency for the 2013 Capital Improvement Program
- O. Approve Budget Amendment for Bid Package 066 to Restore Unused Program Contingency in the 2013 Capital Improvement Program
- P. Approve Budget Amendment and Budget Increase for Bid Package 012 (RFCSP 17-005) in the 2013 Capital Improvement Program
- Q. Approve Budget Increase for Bid Package 023 (RFCSP 17-001) in the 2013 Capital Improvement Program
- R. Closeout of the Contract with Turner Construction Company for Bid Package 019 GMP 1 (RFCSP #15-036) and Authorization of Final Payment in the 2013 Capital Improvement Program
- S. Approve Budget Amendment and Authorization to Negotiate and Enter into Contract

with a General Contractor for the 2013 Capital Improvement Program Bid Package 013 (RFCSP18-010)

- T. Approve the Minutes for the June 20, 2017 Facilities Master Plan Committee Meeting
8. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
9. EXECUTIVE SESSION
- A. Seek the Advice of its Attorneys Concerning Pending or Contemplated Litigation or Other Matters that are Exempt from Public Disclosure Under Article X, Section 9 of the Texas State Bar Rules and as Authorized by Section 551.071 of the Texas Government Code.
- B. Personnel Matters (Section 551.074)
1. Campus Administrator Appointment
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)
10. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 6:30 p.m.

11. ACCEPT CONSENT AGENDA

Motion was made by Christene Moss, seconded by Ann Sutherland, to approve CONSENT AGENDA.

The motion was unanimously approved.

12. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

Motion was made by Christene Moss, seconded by T.A. Sims, to approve Personnel appointment.

The motion was unanimously approved.

13. REPORTS/PRESENTATIONS

A. Lone Star Governance

Dr. Scribner made opening comments before turning the presentation over to Charles Carroll. Also assisting were Dr. Cherie Washington, Kechara Bradford, Karen Molinar, Sara Arispe, and Dr. Cheryl Mixon.

Mr. Carroll started the presentation regarding Board Student Outcome Goals. Also assisting were Dr. Cherie Washington, Kechara Bradford, Karen Molinar, Sara Arispe and Dr. Cheryl Mixon.

There were comments by Board Members.

Dr. Scribner commented material will be provided to the Board on Tuesday, instead of Thursday and final agenda review would be on Monday.

14. ACTION AGENDA ITEMS

A. Approve Selection of a Delegate and an Alternate to 2017 Texas Association of School Boards (TASB) Delegate Assembly Meeting October 7, 2017

Motion was made by Ashley Paz, seconded by Jacinto Ramos, to approve Selection of Anael Luebanos as Delegate and Norman Robbins as Alternate to 2017 Texas Association of School Boards (TASB) Delegate Assembly Meeting October 7, 2017.

The motion was unanimously approved.

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

16. ADJOURN

The meeting was adjourned at 7:13 p.m.

/s/ Faye Daniels  
Board of Education

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

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

**TOPIC: APPROVE PURCHASE OF GPS NAVIGATIONAL AND TRACKING SOLUTIONS**

**BACKGROUND:**

This purchase will allow District Operations to install and utilize a real time GPS navigational and tracking system on all District owned white fleet vehicles. The system includes training, annual licensing, software and hardware for 310 vehicles at a unit cost of \$249.90, totaling \$77,469. Shipping for the initial order will cost \$914.11, for a first year total cost of \$78,383.11. This order will accommodate the District's current white fleet of 303 vehicles and leave seven units available to accommodate any new vehicles that may be acquired this school year.

Adding GPS to the District's fleet will improve the efficiency and effectiveness of the participating departments that drive white fleet vehicles. Response time will be increased by having the ability to monitor the exact location of each unit, providing a means for efficient routing, thus reducing production loss and fuel usage. Zonar Systems is the product that has been selected, as these systems are currently being successfully used on the District's school buses.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Purchase of GPS Navigational and Tracking Solutions
2. Decline to Approve Purchase of GPS Navigational and Tracking Solutions
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of GPS Navigational and Tracking Solutions

**FUNDING SOURCE**

*Additional Details*

General Fund	199-51-6299-001-999-99-437-000000	\$78,383.11
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**COST:**

\$78,383.11

**VENDOR:**

SHI Government Solutions

**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 PACE Cooperative Education Service Center 20, Contract Number P00132. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fleet Operations

**RATIONALE:**

Adding GPS to the District's fleet will improve the efficiency and effectiveness of the participating departments. This will increase response time by having the ability to monitor the exact location of each unit, providing a means for efficient routing, thus reducing production loss and fuel usage.

**INFORMATION SOURCE:**

Art Cavazos  
Carl Alfred



Pricing Proposal  
 Quotation #: 13747892  
 Reference #: PACE Coop (ESC 20) - P00132  
 Created On: 7/6/2017  
 Valid Until: 9/30/2017

**Fort Worth Independent School District**

**Inside Account Manager**

**Carl Alfred**  
 TX  
 United States  
 Phone: 817.871.3084  
 Fax:  
 Email: carl.alfred@fwisd.org

**Nicholas Abood**  
 1301 South Mo-Pac Expressway  
 Suite 375  
 Phone: 800-870-6079 Ext. 652 4795  
 Fax: 512-732-0232  
 Email: Nicholas\_Abood@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Annual V3 GTC Bundled Zonar Systems - Part#: GPS002-SB Contract Name: PACE Contract #: P00132 Note: Annual V3 GTC Fleet Tracking & Reporting Service, Hardware, Activation, and Installation	310	\$249.90	\$77,469.00
2 V3 Bundled Kit Zonar Systems - Part#: V3001-H Contract Name: PACE Contract #: P00132	310	\$0.00	\$0.00
3 Complimentary Training Zonar Systems - Part#: TRAINING COMP1 Contract Name: PACE Contract #: P00132	2	\$0.00	\$0.00
4 Shipping & Handling Zonar Systems - Part#: S & H Contract Name: PACE Contract #: P00132	1	\$914.11	\$914.11
<b>Total</b>			<b>\$78,383.11</b>

**Additional Comments**

Thank you for choosing SHI-GSI! To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI-GS Inside Sales Representative at (800) 870-6079.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3695478; DUNS# 14-724-3096



## SHI Government Solutions

**Vendor Name:** SHI Government Solutions

**Bid Name:** Electronic Computing Products

**Bid Number:** P00132

**Award Term:** January 1, 2017 through December 31, 2017 (with renewal options)

**Award Information:** SHI Government Solutions is a leading provider of hardware, software, and related IT services. We sell thousands of well-known brands, including all of the major brands of hardware and software. We also specialize in sourcing and providing the lesser-known brands or 'weird-ware' items that many customers require.

**Award Notes:**

**Order Procedure:** ACADEMIC  
GOVERNMENT  
[To Purchase \(pdf\)](#)  
[To Purchase \(pdf\)](#)  
[To Receive a Quote \(pdf\)](#)  
[To Receive a Quote \(pdf\)](#)

**Award Pricing:**

### VENDOR INFORMATION

**Vendor:** SHI Government Solutions

**Contact:** State of Texas team

**Street Address:** 1301 S. Mo-Pac Exp, Suite 375

**City, State, Zip:** Austin, TX 78746

**Phone:** 800-870-6079

**Fax:** 512-732-0232

**Email:** [texas@shi.com](mailto:texas@shi.com)

**Vendor Website:** <http://www.publicsector.shidirect.com>  
Please contact a member of the SHI Sales team for access to the PACE Coop catalog.

**MWBE/HUB:** HUB Certified - Asian Female

**Solicitation:** [P00132](#)

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

**TOPIC: APPROVE THE PURCHASE OF CHORAL FURNITURE FROM THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

In accordance with Proposition Three of the 2013 bond authorization, the District will use Capital Improvement Program funds to support the purchase of furniture for the District.

Posture chairs, portfolio cabinets, seated risers, acoustical shells, library units, music stand racks and standing risers are items identified for the middle and high school choral classrooms. The purchase of this furniture will help bring the District rehearsal halls and choir classrooms up to the basic standards of fine arts facilities. The phasing in of acoustical shells will bring FWISD closer to meeting the basic standards of other area school districts.

The choral/fine arts department assessed middle and high schools to identify the highest need for each campus. The vendor selected for this purchase is through buy board. Wenger has provided furniture for the fine art/choral department.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Purchase Of Choral Furniture From The 2013 Capital Improvement Program
2. Decline to Approve The Purchase Of Choral Furniture From The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve The Purchase Of Choral Furniture From The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

680-11-6398-B43-698-11-000-000000

**COST:**

\$340,000.00

**VENDOR:**

WENGER

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 539-17. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Middle Schools  
High Schools

**RATIONALE:**

The purchase of this furniture will help bring the District's rehearsal halls and choir classrooms up to the basic standards of fine arts facilities and will replace old, broken and unsafe equipment currently used in the classrooms.

**INFORMATION SOURCE:**

Art Cavazos  
Chris Walk

# Customer Quotation



**Quote:** 3065007  
**Prepared For:** Don Devous  
 Southwest High School  
 4100 Altamesa Blvd  
 Fort Worth TX 76133-5420

**Page:** 1  
**Date:** 7/31/2017  
**Effective:** Until 11/30/2017  
**Ship Within:** 30-45 days ARO  
**Delivery Within:**  
**Tax:** Not Included  
**Terms:** NET 30  
**F.O.B. Point:** Destination

Regarding: StageTek Seated Risers

Item	Description	Quantity	Unit Price	Price
280A200.154	STAGETK DECK,4X8,CL,ICE	12	500.00	6,000.00
SRSP043.102	STAGETEK,PIE,4',3 TIER,ICE	2	2,413.00	4,826.00
280A101.101	LEG,STGTK,FIX,8" ELEV,5PK	3	37.00	111.00
280A133	LEG,STGTK,TEL,16-28"ELEV,5 PK	3	136.00	408.00
280A134	LEG,STGTK,TEL,24-40"ELEV,5 PK	6	156.00	936.00
281A340	STAGETEK,CONNECT,2 LEG,RECT	6	10.00	60.00
281A304	LEG STRAP,45",2 PK	12		
281A700.104	CLSR,FRNT,R,8',3T,8",ICE	3	206.00	618.00
281A704.105	CLSR,FRNT,P,4',3T,8",ICE	2	141.00	282.00
281A708.110	CLSR,SIDE,NOTCH,4'3T,8"ICE	1	338.00	338.00
281A404.103	GUARDRAIL,8',STANDARD	5	190.00	950.00
281A404.101	GUARDRAIL,4',STANDARD	4	150.00	600.00
281A600	LEG STORAGE CLIP,4 PK	12	12.00	144.00
113J001	UNIVERSAL DECK & RAIL CART	2	455.00	910.00
281A101	* cart for transporting show choir comp riser STAIRWAY,3 STEP,24/32" W/RAIL This configuration requires 24' x 16' of space. This is a straight across set up. Showchoir set up.	2	380.00	760.00
Total Product Charge				16,943.00
Installation				2,580.00
Freight/Handling Charge				990.00
Total Charge				20,513.00
***** Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians. *****				
Wenger is an approved vendor for Music Equipment for BuyBoard. Items on this quotation are available on BuyBoard Bid #455-14. This contract is in effect from				

Submitted By: Vanessa Jensen  
 Sales Representative

Phone: 800-733-0393 Ext 8298 Fax: 507-455-4258  
 Email: vanessa.jensen@wengercorp.com

**WENGER CORPORATION**  
 555 Park Drive, PO Box 448  
 Owatonna, MN 55060-0448  
 Phone 800.4WENGER (493-6437)  
 Fax 507.455.4258  
 Parts & Service 800.887.7145

**WENGER CORPORATION**  
**CANADA OFFICE**  
 Phone 800.268.0148

**WORLDWIDE**  
 Phone 1.507.455.4100  
 Fax 1.507.774.8576

**WEB SITE**  
[www.wengercorp.com](http://www.wengercorp.com)



# Customer Quotation



**Quote:** 3065007  
**Prepared For:** Don Devous  
 Southwest High School  
 4100 Altamesa Blvd  
 Fort Worth TX 76133-5420

**Page:** 2  
**Date:** 7/31/2017  
**Effective:** Until 11/30/2017  
**Ship Within:** 30-45 days ARO  
**Delivery Within:**  
**Tax:** Not Included  
**Terms:** NET 30  
**F.O.B. Point:** Destination

Regarding: StageTek Seated Risers

Item	Description	Quantity	Unit Price	Price
	09/01/2014 to 08/31/2017.			

**Submitted By:** Vanessa Jensen  
 Sales Representative

**Phone:** 800-733-0393 Ext 8298      **Fax:** 507-455-4258  
**Email:** vanessa.jensen@wengercorp.com

**WENGER CORPORATION**  
 555 Park Drive, PO Box 448  
 Owatonna, MN 55060-0448  
 Phone 800 4WENGER (483-8437)  
 Fax 507.455.4258  
 Parts & Service 800.887.7145

**WENGER CORPORATION**  
**CANADA OFFICE**  
 Phone 800 268 0146

**WORLDWIDE**  
 Phone 1.507.455.4100  
 Fax 1.507.774.8578

**WEB SITE**  
[www.wengercorp.com](http://www.wengercorp.com)



# Customer Quotation



Quote: 3064978  
 Prepared For: Don Devous  
 R L Paschal High School  
 3001 Forest Park Blvd  
 Fort Worth TX 76110-2828

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: StageTek Risers

Item	Description	Quantity	Unit Price	Price
SRSR843.113	STAGETK,RECT,4'X8',3 TIER,ICE	3	2,329.00	6,987.00
SRSP043.102	STAGETEK,PIE,4',3 TIER,ICE	2	2,413.00	4,826.00
281A700.104	CLSR,FRNT,R,8',3T,8",ICE	3	206.00	618.00
281A704.105	CLSR,FRNT,P,4',3T,8",ICE	2	141.00	282.00
281A708.110	CLSR,SIDE,NOTCH,4'3T,8"ICE	1	338.00	338.00
281A404.103	GUARDRAIL,8',STANDARD	3	190.00	570.00
281A404.104	GUARDRAIL,60",STANDARD	4	160.00	640.00
281A404.101	GUARDRAIL,4',STANDARD	4	150.00	600.00
Total Product Charge				14,861.00
Installation				2,207.00
Freigh/Handling Charge				689.00
Total Charge				17,757.00
<p>.....</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>.....</p>				

Submitted By: Vanessa Jensen  
 Sales Representative

Phone: 800-733-0393 Ext 8298 Fax: 507-455-4258  
 Email: vanessa.jensen@wengercorp.com

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 555 Park Drive, PO Box 448  
 Owatonna, MN 55060-0448  
 Phone 800.4WENGER (493-6437)  
 Fax 507.455.4258  
 Parts & Service 800 887.7145

WENGER CORPORATION  
 CANADA OFFICE  
 Phone 800 268 0148

WORLDWIDE  
 Phone 1.507.455.4100  
 Fax 1.507.774 8678

WEB SITE  
[www.wengercorp.com](http://www.wengercorp.com)





# Customer Quotation



Quote: 3037780  
 Prepared For: Don Devous  
 O D Wyatt High School  
 2400 E Seminary Dr  
 Fort Worth TX 76119-5502

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: Signature Risers & Legacy Shells

Item	Description	Quantity	Unit Price	Price
098D054	SIGNATURE RISER, 4 STEP	6	1,540.00	9,240.00
098D541	SIGNATURE SIDERAILS (SET OF 2)	1	445.00	445.00
	Total Product Charge			9,685.00
	Installation			969.00
	Freight/Handling Charge			395.00
	Total Charge			11,049.00
<p>.....</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>.....</p>				

Submitted By: Vanessa Jensen  
 Sales Representative

Phone: 800-733-0393 Ext 8298 Fax: 507-455-4258  
 Email: vanessa.jensen@wengercorp.com

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 Phone 1.507.455.4100  
 Fax 1.507.774.8578  
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# Customer Quotation



Quote: 3065017  
 Prepared For: Don Devous  
 Wedgwood Middle School  
 3909 Wilkie Way  
 Fort Worth TX 76133-2859

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: Signature Risers

Item	Description	Quantity	Unit Price	Price
098D054	SIGNATURE RISER, 4 STEP	1	1,540.00	1,540.00
098D541	SIGNATURE SIDERAILS (SET OF 2)	1	445.00	445.00
	Total Product Charge			1,985.00
	Installation			500.00
	Freight/Handling Charge			300.00
	Total Charge			2,785.00
<p>.....</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>.....</p>				

Submitted By: Vanessa Jensen  
 Sales Representative

Phone: 800-733-0393 Ext 8298 Fax: 507-455-4258  
 Email: vanessa.jensen@wengercorp.com

WENGER CORPORATION  
 555 Park Drive, PO Box 448  
 Owatonna, MN 55060-0448  
 Phone 800.4WENGER (493-6437)  
 Fax 507.455.4258  
 Parts & Service 800.887.7145

WENGER CORPORATION  
 CANADA OFFICE  
 Phone 800 268.0148

WORLDWIDE  
 Phone 1.507.455.4100  
 Fax 1 507.774.8578

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# Customer Quotation



**Quote:** 3065014  
**Prepared For:** Don Devous  
 Green B Trimble Tech High Sch  
 1003 W Cannon St  
 Fort Worth TX 76104-3030

**Page:** 1  
**Date:** 7/25/2017  
**Effective:** Until 11/30/2017  
**Ship Within:** 30-45 days ARO  
**Delivery Within:**  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

**Regarding:** Legacy Shells

Item	Description	Quantity	Unit Price	Price
186K054.100	LEGACY,CLASSIC,TAPR,OYSTER	5	2,200.00	11,000.00
	Total Product Charge			11,000.00
	Installation			1,100.00
	Freight/Handling Charge			1,258.00
	Total Charge			13,358.00
	***** Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians. *****			

**Submitted By:** Vanessa Jensen  
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# Customer Quotation



Quote: 3064951  
 Prepared For: Don Devous  
 Leonard Middle School  
 8900 Chapin Rd  
 Fort Worth TX 76116-6606

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: Signature Risers

Item	Description	Quantity	Unit Price	Price
098D054	SIGNATURE RISER, 4 STEP	6	1,540.00	9,240.00
098D541	SIGNATURE SIDERAILS (SET OF 2)	1	445.00	445.00
	Total Product Charge			9,685.00
	Installation			969.00
	Freight/Handling Charge			395.00
	Total Charge			11,049.00
<p>.....</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>.....</p>				

Submitted By: Vanessa Jensen  
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 Parts & Service 800.867.7145

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# Customer Quotation



Quote: 3064957  
 Prepared For: Don Devous  
 Jean McClung Middle School  
 3000 Forest Ave  
 Fort Worth TX 76112

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: Signature Risers

Item	Description	Quantity	Unit Price	Price
098D054	SIGNATURE RISER, 4 STEP	6	1,540.00	9,240.00
098D541	SIGNATURE SIDERAILS (SET OF 2)	1	445.00	445.00
	Total Product Charge			9,685.00
	Installation			969.00
	Freight/Handling Charge			384.00
	Total Charge			11,038.00
<p>.....</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>.....</p>				

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 Fax 1.507.774.8576

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# Customer Quotation



Quote: 3064969  
 Prepared For: Don Devous  
 Monnig Middle School  
 3136 Blgham Blvd  
 Fort Worth TX 76116-4393

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: StageTek Seated Risers

Item	Description	Quantity	Unit Price	Price
SRSR843.113	STAGETK,RECT,4'X8',3 TIER,ICE StageTek Seated Riser System * 3 Tiers - 4' X 8' decks * 8" Rise with fixed height legs * Deck surface: Black Cracked Ice * Includes appropriate connectors * Includes removable chair stops * Includes center leg pocket	3	2,906.00	8,718.00
281A404.103	GUARDRAIL,8',STANDARD	4	190.00	760.00
281A404.100	GUARDRAIL,3',STANDARD This configuration requires 32' x 12' of space. This is a straight across set up.	4	150.00	600.00
Total Product Charge				10,078.00
Installation				1,101.00
Freight/Handling Charge				434.00
Total Charge				11,613.00
<p>.....</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>.....</p>				

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 Fax 1.507.774.8576

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# Customer Quotation



**Quote:** 3064976  
**Prepared For:** Don Devous  
 North Side High School  
 2211 McKinley Ave  
 Fort Worth TX 76164-7739

**Page:** 1  
**Date:** 7/25/2017  
**Effective:** Until 11/30/2017  
**Ship Within:** 30-45 days ARO  
**Delivery Within:**  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

**Regarding:** Travelmaster Shells

Item	Description	Quantity	Unit Price	Price
L015	TRAVELMASTER BASIC UNIT	5	982.00	4,910.00
L035	TRAVELMASTER FILLER PANEL	4	536.00	2,144.00
064A170	TRAVELMASTER MOVE & STORE CART	1	723.00	723.00
	Total Product Charge			7,777.00
	Installation			778.00
	Freight/Handling Charge			441.00
	Total Charge			8,996.00
<p>*****</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>*****</p>				

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# Customer Quotation



Quote: 3085001  
 Prepared For: Don Devous  
 South Hills High School  
 6101 McCart Ave  
 Fort Worth TX 76133-3317

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: StageTek Seated Risers

Item	Description	Quantity	Unit Price	Price
SRSR843.113	STAGETK,RECT,4'X8',3 TIER,ICE	3	2,329.00	6,987.00
SRSP043.100	STAGETEK,PIE,4',3 TIER,ICE	2	2,413.00	4,826.00
281A700.104	CLSR,FRNT,R,8',3T,8",ICE	3	206.00	618.00
281A704.105	CLSR,FRNT,P,4',3T,8",ICE	2	141.00	282.00
281A708.110	CLSR,SIDE,NOTCH,4'3T,8"ICE	1	338.00	338.00
281A404.103	GUARDRAIL,8',STANDARD	3	190.00	570.00
281A404.104	GUARDRAIL,60",STANDARD	4	160.00	640.00
281A404.101	GUARDRAIL,4',STANDARD	6	150.00	900.00
	* Winged shape			
	Total Product Charge			15,161.00
	Installation			2,173.00
	Freight/Handling Charge			699.00
	Total Charge			18,033.00
<p>*****</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>*****</p>				

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# Customer Quotation



**Quote:** 3064914  
**Prepared For:** Don Devous  
 Applied Learning Academy  
 7060 Camp Bowie Blvd  
 Fort Worth TX 76116-7119

**Page:** 1  
**Date:** 7/25/2017  
**Effective:** Until 11/30/2017  
**Ship Within:** 30-45 days aro  
**Delivery Within:**  
**Tax:** Not Included  
**Terms:** PENDING CREDIT APPROVAL  
**F.O.B. Point:** Destination

**Regarding:** Signature Choral Risers

Item	Description	Quantity	Unit Price	Price
098D054	SIGNATURE RISER, 4 STEP	5	1,540.00	7,700.00
098D541	SIGNATURE SIDERAILS (SET OF 2)	1	445.00	445.00
	Total Product Charge			8,145.00
	Installation			815.00
	Freight/Handling Charge			331.00
	<b>Total Charge</b>			<b>9,291.00</b>
<p>.....</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>.....</p>				

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# Customer Quotation



Quote: 3064923  
 Prepared For: Don Devous  
 Arlington Heights High School  
 4501 West Fwy  
 Fort Worth TX 76107-5430

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: Choral Folio Cabinet

Item	Description	Quantity	Unit Price	Price
146M024.125	M CHO FOL.4C,ND,1.5S,OYS,PB Mobile Choral Folio Cabinet 4 columns, 1.5" spacing, 112 slots 0579-Oyster laminate w/no door	1	1,126.00	1,126.00
	Total Product Charge			1,126.00
	Installation			500.00
	Freight/Handling Charge			300.00
	Total Charge			1,926.00
	..... Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians. .....			

Submitted By: Vanessa Jensen  
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# Customer Quotation



Quote: 3064926  
 Prepared For: Don Devous  
 Diamond Hill-Jarvis High Sch  
 1411 Maydell St  
 Fort Worth TX 76106-4551

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: Travelmaster Shells

Item	Description	Quantity	Unit Price	Price
L015	TRAVELMASTER BASIC UNIT	5	982.00	4,910.00
L035	TRAVELMASTER FILLER PANEL	4	536.00	2,144.00
064A170	TRAVELMASTER MOVE & STORE CART	1	723.00	723.00
	Total Product Charge			7,777.00
	Installation			778.00
	Freight/Handling Charge			441.00
	Total Charge			8,996.00
<p>*****</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>*****</p>				

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# Customer Quotation



**Quote:** 3064927  
**Prepared For:** Don Devous  
 Paul Laurence Dunbar High Sch  
 5700 Ramey Ave  
 Fort Worth TX 76112-7959

**Page:** 1  
**Date:** 7/25/2017  
**Effective:** Until 11/30/2017  
**Ship Within:** 30-45 days ARO  
**Delivery Within:**  
**Tax:** Not Included  
**Terms:** NET 30  
**F.O.B. Point:** Destination

**Regarding:** Folio Cabinets

Item	Description	Quantity	Unit Price	Price
146M024.125	M CHO FOL.4C,ND,1.5S,OYS,PB Mobile Choral Folio Cabinet 4 columns, 1.5" spacing, 112 slots 0579-Oyster laminate w/no door	2	1,126.00	2,252.00
	Total Product Charge			2,252.00
	Installation			500.00
	Freight/Handling Charge			300.00
	Total Charge			3,052.00
	Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.			

**Submitted By:** Vanessa Jensen  
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# Customer Quotation



**Quote:** 3064934  
**Prepared For:** Don Devous  
 J Martin Jacquet Middle School  
 2501 Stalcup Rd  
 Fort Worth TX 76119-1537

**Page:** 1  
**Date:** 7/25/2017  
**Effective:** Until 11/30/2017  
**Shlp Within:** 30-45 days ARO  
**Delivery Within:**  
**Tax:** Not Included  
**Terms:** NET 30  
**F.O.B. Point:** Destination

Regarding: Signature Risers, Nota chairs and Folio

Item	Description	Quantity	Unit Price	Price
0335231	NOTA CHAIR 19"BLACK/BLACK	50	74.00	3,700.00
098D054	SIGNATURE RISER, 4 STEP	2	1,540.00	3,080.00
098D541	SIGNATURE SIDERAILS (SET OF 2)	1	445.00	445.00
146M024.125	M CHO FOL.4C,ND,1.5S,OYS,PB	1	1,126.00	1,126.00
	Total Product Charge			8,351.00
	Installation			835.00
	Freight/Handling Charge			1,126.00
	Total Charge			10,312.00
<p>*****</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>*****</p>				

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**Email:** vanessa.jensen@wengercorp.com

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# Customer Quotation



**Quote:** 3064938  
**Prepared For:** Don Devous  
 Kirkpatrick Middle School  
 3201 Refugio Ave  
 Fort Worth TX 76106-5629

**Page:** 1  
**Date:** 7/25/2017  
**Effective:** Until 11/30/2017  
**Ship Within:** 30-45 days ARO  
**Delivery Within:**  
**Tax:** Not Included  
**Terms:** NET 30  
**F.O.B. Point:** Destination

Regarding: Nota Chairs & Folio Cabinet

Item	Description	Quantity	Unit Price	Price
0335231	NOTA CHAIR 19"BLACK/BLACK	50	74.00	3,700.00
146M024.125	M CHO FOL.4C,ND,1.5S,OYS,PB	1	1,126.00	1,126.00
	Total Product Charge			4,826.00
	Installation			509.00
	Freight/Handling Charge			981.00
	Total Charge			6,316.00
<p>.....</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>.....</p>				

**Submitted By:** Vanessa Jensen  
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**Email:** vanessa.jensen@wengercorp.com

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# Customer Quotation



**Quote:** 3064963  
**Prepared For:** Don Devous  
 W P McLean Middle School  
 3816 Stadium Dr  
 Fort Worth TX 76109-3712

**Page:** 1  
**Date:** 7/25/2017  
**Effective:** Until 11/30/2017  
**Ship Within:** 30-45 days ARO  
**Delivery Within:**  
**Tax:** Not Included  
**Terms:** NET 30  
**F.O.B. Point:** Destination

**Regarding:** Choral Folio Cabinet

Item	Description	Quantity	Unit Price	Price
146M024.125	M CHO FOL.4C,ND,1.5S,OYS,PB	1	1,126.00	1,126.00
	Total Product Charge			1,126.00
	Installation			500.00
	Freight/Handling Charge			300.00
	Total Charge			1,926.00
<p>.....</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>.....</p>				

**Submitted By:** Vanessa Jensen  
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# Customer Quotation



Quote: 3064961  
 Prepared For: Don Devous  
 McLean Sixth Grade School  
 3201 South Hills Ave  
 Fort Worth TX 76109-2934

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: Choral Folio Cabinet

Item	Description	Quantity	Unit Price	Price
146M024.125	M CHO FOL.4C,ND,1.5S,OYS,PB Mobile Choral Folio Cabinet 4 columns, 1.5" spacing, 112 slots 0579-Oyster laminate w/no door	1	1,126.00	1,126.00
	Total Product Charge			1,126.00
	Installation			500.00
	Freight/Handling Charge			300.00
	Total Charge			1,926.00
<p>.....</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>.....</p>				

Submitted By: Vanessa Jensen  
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 Parts & Service 800.887.7145

WENGER CORPORATION  
 CANADA OFFICE  
 Phone 800.268.0148

WORLDWIDE  
 Phone 1.507.455.4100  
 Fax 1.507.774.8576

WEB SITE  
[www.wengercorp.com](http://www.wengercorp.com)





# Customer Quotation



Quote: 3065020  
 Prepared For: Don Devous  
 Wedgwood 6th Grade Middle Sch  
 4212 Belden Ave  
 Fort Worth TX 76132-1605

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: Signature Risers

Item	Description	Quantity	Unit Price	Price
098D054	SIGNATURE RISER, 4 STEP	6	1,540.00	9,240.00
098D541	SIGNATURE SIDERAILS (SET OF 2)	1	445.00	445.00
	Total Product Charge			9,685.00
	Installation			969.00
	Freight/Handling Charge			396.00
	Total Charge			11,050.00
<p>*****</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>*****</p>				

Submitted By: Vanessa Jensen  
 Sales Representative

Phone: 800-733-0393 Ext 8298 Fax: 507-455-4258  
 Email: [vanessa.jensen@wengercorp.com](mailto:vanessa.jensen@wengercorp.com)

WENGER CORPORATION  
 555 Park Drive, PO Box 448  
 Owatonna, MN 55060-0448  
 Phone 800.4WENGER (493-6437)  
 Fax 507.455.4258  
 Parts & Service 800.887.7145

WENGER CORPORATION  
 CANADA OFFICE  
 Phone 800.268.0148

WORLDWIDE  
 Phone 1.507.455.4100  
 Fax 1.507.774.8576

WEB SITE  
[www.wengercorp.com](http://www.wengercorp.com)



# Customer Quotation



Quote: 3065023  
 Prepared For: Don Devous  
 World Languages Institute  
 1066 W Magnolia Ave  
 Fort Worth TX 7610444011

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: Storage carts for chairs/stands

Item	Description	Quantity	Unit Price	Price
127A261	CHAIR MOVE & STORE CART	2	326.00	652.00
039C202	LARGE MUSIC STAND CART	2	428.00	856.00
	Total Product Charge			1,508.00
	Installation			500.00
	Freight/Handling Charge			300.00
	Total Charge			2,308.00
<p>*****                      Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.                      *****</p>				

Submitted By: Vanessa Jensen  
 Sales Representative

Phone: 800-733-0393 Ext 8298 Fax: 507-455-4258  
 Email: vanessa.jensen@wengercorp.com

WENGER CORPORATION  
 555 Park Drive, PO Box 448  
 Owatonna, MN 55060-0448  
 Phone 800 4WENGER (493-6437)  
 Fax 507.455.4258  
 Parts & Service 800.887.7145

WENGER CORPORATION  
 CANADA OFFICE  
 Phone 800.268.0148

WORLDWIDE  
 Phone 1.507.455.4100  
 Fax 1.507.774.8576

WEB SITE  
[www.wengercorp.com](http://www.wengercorp.com)



# Customer Quotation



Quote: 3037788  
 Prepared For: Don Devous  
 Young Women's Leadership Acad  
 401 E 8th St  
 Fort Worth TX 76102-5504

Page: 1  
 Date: 7/25/2017  
 Effective: Until 11/30/2017  
 Ship Within: 30-45 days ARO  
 Delivery Within:  
 Tax: Not Included  
 Terms: NET 30  
 F.O.B. Point: Destination

Regarding: MLS & Rack 'N Roll

Item	Description	Quantity	Unit Price	Price
173G700.271	MUS LIB 7SH COR 6U CHRY,PB,ST 7-shelf Music Lib, 6-unt Standard Corner with one end cover kit Cherry Color Combination	1	8,181.00	8,181.00
028B002	RACK'N ROLL,6 FT,BLACK	1	756.00	756.00
028B015	COVER,DUST,6 FT.RACK'N ROLL	1	248.00	248.00
	Total Product Charge			9,185.00
	Installation			1,311.00
	Freight/Handling Charge			546.00
	Total Charge			11,042.00
<p>*****</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>*****</p>				

Submitted By: Vanessa Jensen  
 Sales Representative

Phone: 800-733-0393 Ext 8298 Fax: 507-455-4258  
 Email: vanessa.jensen@wengercorp.com

WENGER CORPORATION  
 555 Park Drive, PO Box 448  
 Owatonna, MN 55080-0448  
 Phone 800.4WENGER (493-8437)  
 Fax 507.455.4258  
 Parts & Service 800.887.7145

WENGER CORPORATION  
 CANADA OFFICE  
 Phone 800.268.0148

WORLDWIDE  
 Phone 1.507.455.4100  
 Fax 1.507.774.8576

WEB SITE  
[www.wengercorp.com](http://www.wengercorp.com)



# Customer Quotation



**Quote:** 3064961  
**Prepared For:** Don Devous  
 McLean Sixth Grade School  
 3201 South Hills Ave  
 Fort Worth TX 76109-2934

**Page:** 1  
**Date:** 7/25/2017  
**Effective:** Until 11/30/2017  
**Ship Within:** 30-45 days ARO  
**Delivery Within:**  
**Tax:** Not Included  
**Terms:** NET 30  
**F.O.B. Point:** Destination

Regarding: Choral Folio Cabinet

Item	Description	Quantity	Unit Price	Price
146M024.125	M CHO FOL.4C,ND,1.5S,OYS,PB Mobile Choral Folio Cabinet 4 columns, 1.5" spacing, 112 slots 0579-Oyster laminate w/no door	1	1,126.00	1,126.00
	Total Product Charge			1,126.00
	Installation			500.00
	Freight/Handling Charge			300.00
	Total Charge			1,926.00
<p>.....</p> <p>Note: The pricing shown above includes complete delivery, unloading, assembly, installation and removal of debris by Wenger trained technicians.</p> <p>.....</p>				

Submitted By: Vanessa Jensen  
 Sales Representative

Phone: 800-733-0393 Ext 8298 Fax: 507-455-4258  
 Email: vanessa.jensen@wengercorp.com

WENGER CORPORATION  
 555 Park Drive, PO Box 448  
 Owatonna, MN 55080-0448  
 Phone 800 4WENGER (483-8437)  
 Fax 507.455.4258  
 Parts & Service 800.887.7145

WENGER CORPORATION  
 CANADA OFFICE  
 Phone 800.268.0148

WORLDWIDE  
 Phone 1.507.455.4100  
 Fax 1.507.774.8576

WEB SITE  
[www.wengercorp.com](http://www.wengercorp.com)





Phone: 800-695-2919  
 Fax: 800-211-5454  
 Email: info@buyboard.com

<a href="#">Administration</a>	<a href="#">Reports</a>	<a href="#">Shopping Cart</a>	Welcome <b>Ft. Worth</b> Help [ Log Off ]
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## Vendor Contract Information

[Back](#)

**Searches:**

[Search by Vendor](#)

[Browse Contracts](#)

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

**Refine Your Search:**

Vendors

Wenger Corporation[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

[Additional Resources](#)

**Vendor Name:** Wenger Corporation  
**Address:** 555 Park Drive  
 Owatonna, MN 55060  
**Phone Number:** (800) 733-0393  
**Email:** vanessa.jensen@wengercorp.com  
**Website:** <http://www.wengercorp.com>  
**Federal ID:** 41-0759858  
**Contact:** Vanessa Jensen  
**Accepts RFQs:** Yes  
**Minority Owned:** No  
**Women Owned:** No  
**Service-Disabled Veteran Owned:** No  
**EDGAR:** Yes  
**Contract Name:** Musical Instruments, Equipment, Supplies, and Repairs  
**Contract Description:** Full line of musical instruments, equipment, supplies, and sheet music. Pre-owned and ren instruments. Repair services for all types of instruments  
**Contract#:** 539-17  
**Effective Date:** 09/01/2017  
**Expiration Date:** 08/31/2020  
**Payment Terms:** Net 30 days  
**Delivery Days:** 45  
**Shipping Terms:** Pre-paid and added to invoice  
**Freight Terms:** FOB Destination  
**Ship Via:** Common Carrier  
**Region Served:** All Texas Regions  
**States Served:** All States  
**Quote Reference Number:** 539-17  
**Return Policy:** Contact customer service at 800-887-7145

**Contract Documents**

- EDGAR Notice:** [Click to view EDGAR Notice](#)
- Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)
- Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)

Contact us 800-695-2919



July 27, 2017

Mr. Don Devous  
100 N. University Drive  
Fort Worth, TX 76017

Dear Mr. Devous,

We appreciate the opportunity to be considered for this special project in Ft. Worth ISD. Wenger Corporation has priced these campus projects for the district with special pricing based on product mix and volume to reflect the discounts provided off our current pricing structure.

Wenger Music Performance Products are specified, designed, manufactured and/or exclusively distributed solely by Wenger Corporation. Pricing, product literature, and shipment authorization must originate from our manufacturing and sales facility in Owatonna, MN.

Working factory direct with the end user helps us ensure the highest levels of product delivery and service quality at, in most cases, the lowest price.

Wenger is an approved Buyboard member for Music Equipment, contract #455-14. Wenger offers a full warranty with your purchases. Enclosed is the attached warranty and terms for this purchase. Delivery and turnaround times once a purchase order has been received will run 30-45 days ARO.

Sincerely,

Vanessa Jensen  
Sales Representative  
(800)493-6437 ext 8298  
Vanessa.Jensen@wengercorp.com  
Fax (507)455-4258  
[www.wengercorp.com](http://www.wengercorp.com)

WENGER CORPORATION

555 Park Drive P.O. Box 448 Owatonna, MN 55060-0448 | telephone 507.455.4100 | facsimile 507.455.4258 | internet wengercorp.com

Contract 534-17 - Highway Safety & Traffic Control Products  
 Contract 535-17 - Oral Interpretation & Translation Services

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## PO Review and Contract Compliance

BuyBoard Staff members review each purchase order we receive, but we need your help in making sure purchase orders are processed correctly. In recent months we have noticed an increase in purchase orders that have been issued for items not awarded to the selected vendor.

We can only enter purchase orders for the brands and categories awarded to the selected vendor. To ensure full contract compliance, it is crucial that members and vendors review the actual award information shown in BuyBoard prior to issuing purchase orders to BuyBoard vendors.

When ordering online from **Bound to Stay Bound**, please be sure to include the BuyBoard contract information in the "Billing Notes" section of the vendor's website. Additionally, when placing an order from any BuyBoard vendor (whether the order is placed via telephone, a vendor's online chat function, a vendor's online quote, or by traditional PO) please be sure to inform the vendor that you want BuyBoard pricing, and include the vendor's BuyBoard contract number.

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## Missing Something?

Reports for FY 2016/2017 Quarter 3 (Mar-Apr-May) have been sent! Do your records match the PO Status Report available on BuyBoard? Have all your BuyBoard orders been reported to BuyBoard?

When reviewing reports, please check to make sure all BuyBoard purchase orders have been documented for bid compliance and audit purposes. BuyBoard can only provide bid compliance and audit documentation for items that are shown on your quarterly reports and your PO Status reports.

If you discover that some purchase orders are missing for the reporting quarter only, you can send those missing orders to BuyBoard. Please make sure to mark these missing orders as "Confirmation Only - Do Not Duplicate."

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## Contract Updates

The following contracts have been **awarded by the BuyBoard Board of Trustees:**

**Contract 537-17 - Copier Equipment & Supplies**  
 Effective 09/01/2017

The contract is broken down into multiple categories: purchase, lease, and rental of black/white and color copiers, as well as multi-functional devices, fax equipment, work flow management solutions, remanufactured copiers, and outsourcing services for print facilities.

This is a one-year award, with two (2) one-year options for renewal, for a total contract term of three (3) years.

The following vendors have been awarded: Canon Solutions, Liberty Office Products, Ricoh Americas Corporation, Sharp Electronics Corporation, USA Datafax Inc

**Contract 538-17 - Mobile Command, Emergency Management, & Bio-Terrorist Vehicles**  
 Effective 09/01/2017

This contract covers five categories of vehicles, based on the gross vehicle weight (GVW) of the chassis onto which the body is mounted. The five types of chassis specified include: light duty vehicles, medium duty vehicles, standard duty vehicles, heavy duty vehicles, and extra heavy duty vehicles. Also included in the contract are two command trailers, with a single or dual axle options. Bodies and trailers can be customized based on the needs of BuyBoard members, and the specifications include a base unit price, various requirements, and options.

Pricing is based on a discount from the manufacturer's price list, or from catalog list price. The contract also includes an hourly labor rate for installation and repair services.

This is a one-year award, with two (2) one-year options for renewal, for a total contract term of three (3) years.

The following vendors have been awarded: Comprehensive Communication Services, Farber Specialty Vehicles, Freightliner of Austin, LDV Inc, Whitmoyer Auto Group

**Contract 539-17 - Musical Instruments, Equipment, Supplies, & Repairs**  
 Effective 09/01/2017

This contract covers several categories: musical instruments, pre-owned/rental musical instruments, sheet music, musical equipment, and supplies.

Pricing is based on a discount from catalog or product price list. The contract also includes an hourly labor rate for installation and repair services.

This is a one-year award, with two (2) one-year options for renewal, for a total contract term of three (3) years.

The following vendors have been awarded: Alamo Music Center Inc, Audio DAWg, Band Shoppe, Band Today LLC, Bocal Majority Bassoon Camp LLC, Carolyn Nussbaum Music Co, Collins Music Center, Davids Instrument Repair Inc, Delgado Guitars, Ellis County Music Center Inc, Fishburn Violin Shop LLC< Fleming Instrument Repair, Fort Bend Music Center, Fugate Inc, Groth Music Company, Guitar Center Professional Division, Hermes Music, Hillje Music Center, Houghton Music-Houghton Horns LLC, Jarvis Industries, Johnny Paul's Music Shop Inc, Katy Violin Shop, Korg USA Inc, Lisle Violin Shop, Lubbock Plano Gallery LLC, Luck's Music Library, Macle Publishing Company, MakeMusic Inc, McCormick's Enterprises Inc, Melhart Music Center, Music & Arts Center, Music In Motion Inc, Musician Supply, N Tune Music & Sound Inc, Ollvas Music, OnBoard Research Corporation, PEEQ Technologies Inc, Pender's Music Company, Percussion Center, Peripole-Bergerault Inc, Rhythm Band Instruments Inc, Romeo Music LLC< Shar Products Company, SICO America Inc, South Texas Music Mart Inc, Southwest Strings, Steinway Plano Gallery, Steve Weiss Music Inc, Strait Music Company, Suzuki Music USA, Sweet Pipes Inc, Sweetwater Sound Inc, Swicegood Music Co, Tarpley Music Company, Tatum Music company Inc, Taylor Music Inc, Tempest Musical Instruments, Terra Nova Violins, Texas Band & Orchestra, The Band Room, The Band Shop, The Bandwagon Music Store & Repair, The Clavier Group, The Mayron Cole Music Conservatory Inc, The String & Horn Shop Inc, The Tuba Exchange, The Woodwind & Brasswind, Thorn Music Center, Tote Unlimited, Universal Melody Services, Valley Keyboards, Washington Music Sales Center Inc, Wenger Corporation, Weslaco Music Center, West Music, Whites Music Box Inc, Williamson Music Co, Zivix LLC

**Contract 540-17 - Outdoor Street Lighting**  
Effective 09/01/2017

This contract includes the following categories: light fixtures, contemporary luminaries, decorative poles, specialty landscape lighting products, roadway lighting, wall & canopy lighting products, floodlighting products, infrastructure poles, wireless monitoring, and control systems.

Pricing is based on a discount from catalog or product price list. The contract also includes an hourly labor rate for installation/repair services.

This is a one-year award, with two (2) one-year options for renewal, for a total contract term of three (3) years.

The following vendors have been awarded: Coburn's Supply Co, Crawford Electric Supply, Environmental Lighting Service, Facility Solutions Group, Groves Electrical Service Inc, Lumatec Lighting Service, SiteOne Landscape Supply, TraStar Inc

**Contract 541-17 - Auction Services**  
Effective 09/01/2017

The contract has three categories for fees related to auction services: price per auction (listing fee), commission fee schedule for live auctions, and online auction services.

This is a one-year award, with two (2) one-year options for renewal, for a total contract term of three (3) years.

The following vendors have been awarded: AMT Auction Marketing, Gaston & Sheehan Auctioneers, GovDeals, Lone Star Auctioneers, Lemons Auctioneers LLP, Rene Bates Auctioneers

**Contract 542-17 - Election Voting Systems Equipment & Supplies**  
Effective 09/01/2017

This contract has several categories: election voting system equipment, election voting system supplies, election voting system software, and election voting services.

Pricing is based on a discount from catalog or product price list. The contract also includes an hourly labor rate for installation/repair services.

This is a one-year award, with two (2) one-year options for renewal, for a total contract term of three (3) years.

The following vendors have been awarded: Election Systems & Software LLC, Everyone Counts, Hart InterCivic

**Contract 543-17 - Pest Control Management Services**  
Effective 10/01/2017

This contract offers multiple categories: flying insect, crawling insect, rodent pests, termite pests, and all other pest control services.

Pricing is based on a discount from catalog or product price list.

This is a one-year award, with two (2) one-year options for renewal, for a total contract term of three (3) years.

The following vendors have been awarded: Addison Pest Control, Bug Tech LTD, Pest Management Inc

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## Vendor Name Changes

The following name changes have been implemented in BuyBoard:

Original Name	New Name	Contract(s)
Arbo's Hardwood & Sports Floor Supply	Arbo's Floor Service LTD	476-15
Best Buy for Business	Best Buy Stores LP	482-15



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

**TOPIC: APPROVE FURNITURE, FIXTURES AND EQUIPMENT PURCHASES FOR BID PACKAGE 043 FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

This agenda item requests authorization to purchase new Furniture, Fixtures and Equipment (FF&E) for Bid Package 043 - TEA 087 I.M. Terrell Academy for Visual Performing Arts and STEM. This includes the purchase of twelve acoustic pianos and seventeen electrical pianos as well as associated equipment and accessories. These purchases can be funded with existing campus budget and therefore do not require the use of CIP Program Contingency.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Furniture, Fixtures and Equipment Purchases For Bid Package 043 For The 2013 Capital Improvement Program
2. Decline to Approve Furniture, Fixtures and Equipment Purchases For Bid Package 043 For The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Furniture, Fixtures and Equipment Purchases For Bid Package 043 For The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B43-087-99-000-000000

**COST:**

\$ 386,149.79

**VENDOR:**

The Clavier Group  
Romeo Music, LLC

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard Contract 539-17. Support documentation is attached. The recommended vendors are 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**

Capital Improvement Program

**RATIONALE:**

The planned purchase of FF&E is needed to support TEA 087 I.M. Terrell Academy for Visual Performing Arts and STEM.

Upon completion, the 900-seat I.M. Terrell Performance Hall will draw artists and interests from across the nation as part of the instruction and preparation each student will receive at the VPA Academy. Our students will be ready to compete and perform in a global artistic environment, having been immersed in excellent training and in brilliant performance opportunities. The new Performance Hall should not only be a place of creativity and learning for its students but a coveted venue for artists of the highest standard to perform and to record. The presence of an American Steinway Model D piano will attract international artists and professional performing groups, which will provide the campus with revenue from the rental of the venue. Fort Worth can boast a rigorous attention to the highest of standards as a Steinway D takes its place proudly on center stage of the IM Terrell Performance Hall. The other classroom and practice room pianos will be utilized constantly for rehearsals and the development of piano technique.

The Music Theory/Piano Lab will serve VPA and STEM students in the advanced study of music (i.e. AP Music Theory), composition, and the development of piano technique for college and career readiness.

**INFORMATION SOURCE:**

Vicki D. Burris  
Christina Walk  
Gary Griffith

Steinway Hall - North Texas  
 5301 N. Central Expressway  
 Dallas TX 75205



Ft. Worth Independent School District  
 Christina Walk  
 100 University Drive  
 Ft. Worth TX 76107

Quote # 001167  
 Quote Date June 21, 2017  
**Quote Total (USD) \$279,331.00**

Item	Description	Unit Cost	Quantity	Line Total
New Piano	Steinway Model D, Ebony Polish, Serial No. TBD	165,300.00	1	165,300.00
Discount	2017 Institutional direct discount	-29,754.00	1	-29,754.00
Accessory	Quilted Breakaway Cover Model D	1,450.00	1	1,450.00
Service	9' Concert grand delivery	450.00	1	450.00
New Piano	Boston GP-178, Ebony Polish, Serial No. TBD	30,200.00	1	30,200.00
Discount	2017 Institutional direct discount	-5,436.00	1	-5,436.00
Accessory	Quilted Cover Model GP-178	1,100.00	1	1,100.00
Service	Discounted grand delivery	175.00	1	175.00
New Piano	Boston UP118S, Black Oak Satin, Serial Nos. TBD (8 total)	7,600.00	8	60,800.00
Discount	2017 Institutional direct discount (8 total)	-1,368.00	8	-10,944.00
Accessory	Upright Toppers with S&S logo (8 total)	320.00	8	2,560.00
Accessory	Upright heavy duty dolly for UP118S w/ 2 locking casters (only needed for 1 piano)	510.00	1	510.00
Service	Discounted upright delivery (8 total)	125.00	8	1,000.00
New Piano	Boston GP-215, Ebony Polish, Serial No. TBD (for Orchestra/Instrument Room)	51,400.00	1	51,400.00
Discount	2017 Institutional direct discount	-9,252.00	1	-9,252.00
Accessory	Full canvas classroom cover for grand piano	600.00	1	600.00
Service	Discounted grand piano delivery	175.00	1	175.00
New Piano	Boston GP-156, Ebony Polish, Serial No. TBD (for Choir room)	21,100.00	1	21,100.00
Discount	2017 Institutional direct discount	-3,798.00	1	-3,798.00
Accessory	Full canvas classroom cover	600.00	1	600.00
Accessory	Grand dolly w/ locking casters	920.00	1	920.00
Service	Discounted grand piano delivery	175.00	1	175.00

**Quote Total (USD)**

**\$279,331.00**

**Terms**

This is a Quote only.

Prices are subject to change at any time.

**Notes**

For I.M. Terrell Academy for STEM & VPA

Romeo Music, LLC

136 Levee Place  
Coppell, TX 75019

# Quote

Date	Estimate #
8/24/2017	18585

Name / Address
Fort Worth ISD 100 N. University Suite NW 140-E Fort Worth, TX 76107 Brittany.Ortiz@fvisd.org

Ship To
Fort Worth ISD - Fine Arts 100 N. University Dr SE213 Fort Worth, TX 76107 Attn:

Rep
JR

Item	Description	Qty	Rate	Total
GLC-1C	Communication System for Piano Lab Roland GLC-1C Communication System - Controller, 9 Headphones, Group Learning Student Boxes, and Cables	1	4,315.53	4,315.53T
GLC-EXPKITC	Roland Expansion kit for the GLC1 to include connections for 8 students	1	2,381.93	2,381.93T
INSTALL	misc power cords	1	180.00	180.00T
Service Item	Allowance for Piano Method books	1	1,000.00	1,000.00
INSTALL	deliver/unbox/install Comm system- cables/headphones/ student boxes sound	1	983.67	983.67T
GRE14W	Odyssey 14 space rack w/ wheels	1	242.49	242.49T
Gator-GRW-DRW4	Gator GRW-DRW4 - Gator Rackworks Rack Drawer; 14.2" Deep; Lockable; 4U	1	125.00	125.00T
SSL	Middle Atlantic Sliding Shelf	1	78.82	78.82T
Furman M-8LX	Furman M-8LX 15A Standard Power Conditioner W/Adjustable Lights, 1RU, 6Ft Cord	1	115.43	115.43T
V9000	SCI Visualizer	1	139.03	139.03T
UM-ONE-MK2	Roland UM-ONE-MK2 USB MIDI Interface	1	38.79	38.79T
LadyBug-DC192	Lumens LADyBug Document Projector with HDMI I/O and USB	1	541.25	541.25T
INSTALL	deliver/unbox/ install rack components/mount v9000 Speakers	1	650.00	650.00T
Multimix 10 Wireless	Alesis MultiMix 10 Wireless - 10 Channel Mixer with Bluetooth	1	290.03	290.03T
TH-12A	Mackie Thump TH-12A - 1,000W, 2-way Powered Loudspeaker with 12" Low-frequency Driver and 1.4" Titanium Dome Compression Driver	2	290.99	581.98T
OnStage-SS7322B	OnStage Speaker wall mount with tilt- pair	1	58.19	58.19T

**Subtotal**

**Sales Tax (0.0%)**

**Total**

Web Site
www.romeomusic.net

Romeo Music, LLC  
 136 Levee Place  
 Coppell, TX 75019

# Quote

Date	Estimate #
8/24/2017	18585

Name / Address
Fort Worth ISD 100 N. University Suite NW 140-E Fort Worth, TX 76107 Brittany.Ortiz@fvisd.org

Ship To
Fort Worth ISD - Fine Arts 100 N. University Dr SE213 Fort Worth, TX 76107 Attn:

Rep
JR

Item	Description	Qty	Rate	Total
Stealth Wireless	Alto Stealth Wireless - Stereo Wireless System for Active Loudspeakers	1	387.03	387.03T
INSTALL	deliver/unbox/ install-mount speakers.stealth set up	1	350.00	350.00T
Z-250-BKCY	Quik Lok AMS-Z-250-BKCY Triple shelf workstation with cherry wood tops and pull out shelf	20	232.75	4,655.00T
PKBB1	Yamaha PKBB1 - Folding, Black, Metal, Padded X-Style Keyboard Bench.	20	43.64	872.80T
Impulse 49	Novation Impulse 49 Keyboard Controller 49-key USB MIDI Controller with Semi-weighted Keys, 25 Knobs/Faders/Pads, Dedicated Transport Controls, and DAW/Instrument/Automap Software - Mac/PC	20	339.49	6,789.80T
AudioBox USB-96-EDU	Preonus AudioBox USB - 2x2 USB Recording Interface-96K-USB2.0-EDU	20	96.03	1,920.60T
M1 Active 320 USB (Pair)	Alesis M1 Active 320 USB Studio Monitors	20	76.63	1,532.60T
GLC-EXPKITC	Roland Expansion kit for the GLC1 to include connections for 8 students	3	2,379.00	7,137.00T
INSTALL	misc cables/extensions	1	240.00	240.00T
Mini Station	Omni Rax Mini Station	1	970.97	970.97T
CR5-BT	Mackie CR5-BT - Creative Reference Multimedia Monitors with Bluetooth	1	213.39	213.39T
Juno-DS61	Roland Juno DS61- 61 note synthesizer	1	678.99	678.99T
CPR-202	Hosa CPR-202 Stereo Interconnect, Dual 1/4 in TS to Dual RCA, 2 m	17	10.67	181.39T
INSTALL	deliver/unbox/install-set up lab	1	2,500.00	2,500.00T
	If additional longer cables are needed to pass thru conduit like Monnig			
GLC-CAB20	Roland GLC-CAB20 66 FT Shield Cable for GLC-1	20	78.00	1,560.00T

**Subtotal**

**Sales Tax (0.0%)**

**Total**

Web Site
www.romeomusic.net

Romeo Music, LLC

136 Levee Place  
Coppell, TX 75019

# Quote

Date	Estimate #
8/24/2017	18585

Name / Address
Fort Worth ISD 100 N. University Suite NW 140-E Fort Worth, TX 76107 Brittany.Ortiz@fvisd.org

Ship To
Fort Worth ISD - Fine Arts 100 N. University Dr SE213 Fort Worth, TX 76107 Attn:

Rep
JR

Item	Description	Qty	Rate	Total
INSTALL	additional time for install	1	950.00	950.00T
	Software			
SIB-9513-30142-00	Avid Sibelius - Sibelius Standalone Perpetual Seat Site License	1	116.39	116.39T
SIB-9513-30142-00	Avid Sibelius - Sibelius Standalone Perpetual Seat Site License	20	116.39	2,327.80T
SIB-9900-65650-00	Avid Sibelius - Sibelius DVD Media Pack 8.0	1	38.75	38.75T
Mixcraft-Book	Mixcraft Curriculum Book	1	45.00	45.00T
Mixcraft 8-SL5-24	Acoustica Mixcraft 8 Recording Studio (Site License 5-24 Users) - Complete "recording-studio-in-a-box" with unlimited MIDI and audio tracks. 28 pro audio effects, and 15 virtual instruments, including the super easy-to-use Alpha and Omni Sampler instruments.	21	38.80	814.80T
Breezin Thru-Bundle-PP-Lab	Breezin Thru Theory and Composing for 1 teacher and 80 students	1	1,000.00	1,000.00T
SRF-Educator	Educator version of Sight Reading Factory	1	33.90	33.90T
SRF-Student-61-100	Sight Reading Factory 1yr Student License for 61-100 student	80	2.91	232.80T
Piano & Keyboard Method-E...	E-Media Piano & Keyboard Method Teacher Edition	1	99.00	99.00T
EK11101-10-24	E-Media Piano & Keyboard Method - Site License, 10-24 Students.	20	48.50	970.00T
AUCEL	Rising Software AUCEL - Auralia Cloud (School Purchase, Per Student, 10 min.)	21	28.13	590.73T
MUCEL	Rising Software MUCEL - Musition Cloud (Per Student, 10 min.)	21	28.13	590.73T
Live 9-ST-EDU-Site10	Ableton Live 9 Standard Edition for Education, Site License (10-24 Seats) - Full Feature Set, 1100+ Sounds (11GB), 3 Instruments, 38 Effects	21	208.74	4,383.54T

<b>Subtotal</b>	\$53,905.15
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$53,905.15

<b>Web Site</b>
www.romeomusic.net



Romeo Music, LLC  
 136 Levee Place  
 Coppell, TX 75019

# Quote

Date	Estimate #
8/24/2017	18078

<b>Name / Address</b>
Fort Worth ISD 100 N. University Suite NW 140-E Fort Worth, TX 76107 Brittany.Ortiz@fvisd.org

<b>Ship To</b>
Fort Worth ISD - Fine Arts 100 N. University Dr SE213 Fort Worth, TX 76107 Attn:

<b>Rep</b>
JR

Item	Description	Qty	Rate	Total
HPi-50E-RWC	Roland HPi-50E-RWC Digital Interactive Piano w/ stand & bench (rosewood)	1	4,200.00	4,200.00T
HP-605-CRC	Roland HP-605 Supernatural Digital Piano with Stand and Bench- Bluetooth enabled-Contemporary Rosewood <a href="https://www.roland.com/global/products/hp605/">https://www.roland.com/global/products/hp605/</a>	16	2,995.00	47,920.00T
WNA1	Roland WNA1-RL Wireless Connect USB Adapter	1	43.64	43.64T
INSTALL	Delivery and set up of pianos	1	750.00	750.00T

<b>Subtotal</b>	\$52,913.64
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$52,913.64

<b>Web Site</b>
www.romeomusic.net



## Vendor Contract Information

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Search:

- All
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### Refine Your Search:

Vendors

Romeo Music LLC[X]

Price Range

Show all prices

Category

None Selected

Contract

Musical Instruments, Equipment,  
Supplies, and Repairs[X]

### [Additional Resources](#)

**Vendor Name:** Romeo Music LLC

**Address:** 136 Levee Place  
Coppell, TX 75019

**Phone Number:** (214) 673-6002

**Email:** julie@romeomusic.net

**Website:** <http://www.romeomusic.net>

**Federal ID:** 20-5357524

**Contact:** Julie Romeo

**Accepts RFQs:** Yes

**Minority Owned:** No

**Women Owned:** No

**Service-Disabled Veteran Owned:** No

**EDGAR:** No

**Contract Name:** Musical Instruments, Equipment, Supplies, and Repairs

**Contract Description:** Full line of musical instruments, equipment, supplies, and sheet music. Pre-owned and repair services for all types of instruments.

**Contract#:** 539-17

**Effective Date:** 09/01/2017

**Expiration Date:** 08/31/2020

**Payment Terms:** Net 30 days

**Delivery Days:** 5

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

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** All Texas Regions

**States Served:** All States

**Quote Reference Number:** 539-17

**Return Policy:** 30 day return policy for unopened products, opened products will have a 15% restocking fee. Opened software can be returned.

**Additional Dealers:** Romeo Music, Dallas TX

### Contract Documents

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

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

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

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

Contact us 800-695-2919



### Vendor Contract Information

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#### Searches:

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Search:

539-17

- All
- Vendor Discounts Only
- Catalog Pricing Only

#### Refine Your Search:

Vendors

None Selected

Price Range

Show all prices

Category

None Selected

Contract

None selected

#### Additional Resources

**Vendor Name:** The Clavier Group  
**Address:** 5301 N Central Expressway  
 Dallas, TX 75205  
**Phone Number:** (214) 525-1853  
**Email:** belmore@steinwaypianos.com  
**Website:** <http://www.steinwaypianos.com>  
**Federal ID:** 72-2455204  
**Contact:** Bryan Elmore  
**Accepts RFQs:** Yes  
**Minority Owned:** No  
**Women Owned:** No  
**Service-Disabled Veteran Owned:** No  
**EDGAR:** No  
**Contract Name:** Musical Instruments, Equipment, Supplies, and Repairs  
**Contract Description:** Full line of musical instruments, equipment, supplies, and sheet music. Pre-owned and re-instruments. Repair services for all types of instruments  
**Contract#:** 539-17  
**Effective Date:** 09/01/2017  
**Expiration Date:** 08/31/2020  
**Payment Terms:** Net 30 days  
**Delivery Days:** 10  
**Shipping Terms:** Pre-paid and added to invoice  
**Freight Terms:** FOB Destination  
**Ship Via:** Common Carrier  
**Region Served:** Texas Regions 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 16, 17, 18, 19  
**States Served:** Texas  
**Quote Reference Number:** 539-17  
**Return Policy:** Product must be defective as per warranty

#### Contract Documents

- EDGAR Notice:** [Click to view EDGAR Notice](#)
- Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)
- Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)

Contact us 800-695-2919

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

**TOPIC: APPROVE INNOVATION CENTER CONSTRUCTION PHASE 1 TO HOUSE DEPARTMENT OF TECHNOLOGY AND DISTRICT SERVER AND BUDGET AMENDMENT TRANSFERRING REQUIRED FUNDS TO FUNCTION 81**

**BACKGROUND:**

The District is converting the I.M. Terrell building into the new STEM/VPA Academy. Due to this conversion, the Department of Technology has moved out of the building and will be housed at a new location purchased by Fort Worth ISD at 1050 Bridgewood. Phase 1 construction of this property will enable the Department of Technology to occupy the new space which is to be called the Innovation Center. It will house their offices and the District Servers. An amendment to the General Fund budget is required to increase Function 81, Facilities Acquisition and Construction in the amount of the \$3,194,000 to fund this project.

**STRATEGIC GOAL:**

**Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Innovation Center Construction of Phase 1 to House Department of Technology and District Server And Budget Amendment Transferring Required Funds To Function 81
2. Decline to Approve Innovation Center Construction of Phase 1 to House Department of Technology and District Server And Budget Amendment Transferring Required Funds To Function 81
3. Remand To Staff For Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Innovation Center Construction of Phase 1 to House Department of Technology and District Server And Budget Amendment Transferring Required Funds To Function 81

**FUNDING SOURCE**

*Additional Details*

General Fund

199-81-6629-001-999-99-455-000000

**COST:**

\$3,194,000.00

**VENDOR:**

Morales Construction Services

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 18-004

Number of Bid/Proposals received: 2

HUB Firms: 0

Compliant Bids: 2

**Vendors**

**Cost**

Morales Construction Services	<u>\$3,194,000.00</u>
RJM Contractors	\$3,410,945.00

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc.

***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**

Department of Technology

**RATIONALE:**

The renovation of the new building will provide a facility necessary for the Department of Technology. Approval of the Budget Amendment is necessary in order to fund the renovation of the Innovation center located at 1050 Bridgewood.

**INFORMATION SOURCE:**

Art Cavazos  
Elsie Schiro  
Gil Griffin

**General Fund  
2017-2018  
Budget Amendment for Innovation Center Construction  
For The Period Ended September 12, 2017**

	<b>General Fund 2017-2018 Amended Budget 8/31/2017</b>	<b>Adjustments</b>	<b>General Fund 2017-2018 Amended Budget for DOT Building 9/12/2017</b>
<b>REVENUE &amp; OTHER SOURCES</b>			
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
<b>Total Revenue &amp; Other Sources</b>	<b>\$747,196,083</b>	<b>\$0</b>	<b>\$747,196,083</b>
<b>EXPENDITURES</b>			
11 Instruction	\$464,893,866	\$0	\$464,893,866
12 Instruction Resources and Media Services	\$11,534,699	\$0	\$11,534,699
13 Curriculum and Instructional Staff Development	\$13,173,833	\$0	\$13,173,833
21 Instructional Administration	\$13,352,611	\$0	\$13,352,611
23 School Administration	\$50,854,936	\$0	\$50,854,936
31 Guidance and Counseling Services	\$44,021,139	\$0	\$44,021,139
32 Social Work Services	\$4,966,969	\$0	\$4,966,969
33 Health Services	\$11,593,426	\$0	\$11,593,426
34 Student Transportation	\$20,559,964	\$0	\$20,559,964
35 Food Services	\$258,400	\$0	\$258,400
36 Cocurricular/Extracurricular Activities	\$15,628,316	\$0	\$15,628,316
41 General Administration	\$20,117,146	\$0	\$20,117,146
51 Plant Maintenance and Operations	\$87,182,485	\$0	\$87,182,485
52 Security and Monitoring Services	\$12,533,422	\$0	\$12,533,422
53 Data Processing Services	\$13,822,926	\$0	\$13,822,926
61 Community Services	\$5,460,536	\$0	\$5,460,536
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$2,838,315	\$3,194,000	\$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	\$0	\$2,602,000
<b>Total Budgeted Expenditures</b>	<b>\$795,544,989</b>	<b>\$3,194,000</b>	<b>\$798,738,989</b>
<b>Total Deficit</b>	<b>(\$48,348,906)</b>	<b>(\$3,194,000)</b>	<b>(\$51,542,906)</b>
Beginning Fund Balance (Unaudited)	177,032,784		177,032,784
Fund Balance-Ending (Unaudited)	<b>\$128,683,878</b>	<b>(\$3,194,000)</b>	<b>\$125,489,878</b>

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

**TOPIC: APPROVE SANTA FE YOUTH SERVICES CONTRACT**

**BACKGROUND:**

Fort Worth ISD has been awarded a \$68,000 grant from the Governor’s Office of Criminal Justice to assist Metro Opportunity High School and Middle Level Learning Center (Secondary DAEP schools) implement a counseling program that will support a select group of Fort Worth ISD students overcome substance abuse dependencies and learn about behavior management and positive decision-making. 2017-2018 will be the third year of implementation of Seven Challenges for these campuses with funds provided by the Governor’s Office of Criminal Justice. A Board Resolution for the submission of the grant application was approved by the Board on May 9, 2017, specifically to fund Seven Challenges. We request approval of a contract for \$68,000 for Santa Fe Youth Services for the Seven Challenges Program.

Seven Challenges is an evidence based program that is recognized nationwide and has been effective in helping adolescents with substance abuse problems and other behavioral issues. With the purchase of this contract, 40 FWISD students identified as experiencing substance abuse issues referred by FWISD personnel, and attending Secondary DAEP schools, will be referred for counseling services. The Seven Challenges staff will be supervised by Santa Fe Youth Services Program Coordinators and will be Licensed Chemical Dependency Counselors with extensive experience with adolescent substance abuse. The Seven Challenges contract includes 10 to 12 individual counseling sessions per student over a 6 to 15 week time period.

Below is a table with the number of students that have been impacted by the Seven Challenges Program in prior years through the grant from the Governor’s Office of Criminal Justice:

School Year (SY)	Number of youth served under the Seven Challenges Program to help adolescents with substance abuse problems	Number of youth successfully completing program requirements
2015-2016 SY	42 students	39 students
2016-2017 SY	44 students	38 students
2017-2018 SY	<i>Projected</i> 40 students	<i>Projected</i> 40 students

**STRATEGIC GOAL:**

**1-Increase Student Achievement**



**ALTERNATIVES:**

1. Approve Santa Fe Youth Services Contract
2. Decline to Approve Santa Fe Youth Services Contract
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Santa Fe Youth Services Contract

**FUNDING SOURCE**

*Additional Details*

Special Revenue

429-31-6299-001-999-24-205-000000-18201

**COST:**

\$68,000

**VENDOR:**

Youth Advocate Program

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-133

Number of Bid/Proposals received: 9

HUB Firms: 0

Compliant Bids: 9

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Metro Opportunity School and Middle Level Learning Center

**RATIONALE:**

Through the Governor's Office Criminal Justice Division, for the past 2 years, grant funding has been secured to assist students that have substance abuse and behavior management issues. Students at Metro Opportunity School and Middle Level Learning Center have a wide range of needs that necessitate additional assistance than what the school can regularly provide. The approval of the contract will enable the District to continue to provide the support to students and families in order to decrease behavior and substance abuse issues; thereby, increasing student achievement. The contract cost for Seven Challenges will be covered by the designated grant funding for which FWISD applied, also referred a Secondary DAEP Grant. A grant application was submitted on behalf of Fort Worth ISD and a Board Resolution was approved by the Board of May 9, 2017. If Board approval is obtained, contract will be under RFP 15-133 for Student Support Contracted Services.

**INFORMATION SOURCE:**

Karen Molinar  
Cherie Washington  
Michael Steinert

**CONSULTANT SERVICE CONTRACT**

STATE OF TEXAS                   §  
  §  
COUNTY OF TARRANT         §

**IT IS HEREBY AGREED** by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Fort Worth, Tarrant County, Texas (hereinafter referred to as "District") and the individual or firm named below (hereinafter referred to as "Consultant" or "Contractor"), that District will engage Consultant to provide services pursuant to the terms and conditions specified below.

*Individual/Business Name:* Santa Fe Youth Services a Division of YAP, Inc.

*Business Address:* 7524 Mosier View Cr #200

*City/State/Zip Code:* Fort Worth, TX 76118

**1. SERVICES**

1.1 Consultant will perform personally, in a manner satisfactory to the District, the following professional services (if Consultant's proposal or Scope of Work has been provided, attach as Exhibit "A"):  
Services to assist Metro Opportunity HS/Secondary DAEP implement a counseling program that will support a select group of FWISD students overcome substance abuse dependencies and learn about behavior management and positive decision making.

1.2 Unless discontinued earlier by the FWISD, the services are to be performed at the following times and places:  
Services will be provided in the home school

**2. TERM**

2.1 The period of performance under this contract will be from October 1, 2017 or date of execution, whichever is later, through August 31, 2018 unless terminated at an earlier date as provided herein or extended by amendment to this contract.

**3. COMPENSATION**

3.1 As full compensation for the services provided, District will make payment upon satisfactory completion of services in an amount **NOT TO EXCEED** \$68,000.00 inclusive of all fees and allowable expenses. Compensation for services rendered shall be based on the following rates or in accordance with the following terms (check one of the applicable boxes):

**FIXED FEE** of \$68,000.00 for all services performed plus reimbursable expenses of \$0.00 (enter \$0.00 if no expenses will be reimbursed) for a total contract amount of \$68,000.00 **OR**

**DAILY RATE** of \$ \_\_\_\_\_ per day for \_\_\_\_\_ days plus reimbursable expenses of \$ \_\_\_\_\_ (enter \$0.00 if no expenses will be reimbursed) for a **total contract amount** of \$ \_\_\_\_\_ **OR**

**HOURLY RATE** of \$ \_\_\_\_\_ per hour for \_\_\_\_\_ hours plus reimbursable expenses of \$ \_\_\_\_\_ (enter \$0.00 if no expenses will be reimbursed) for a **total contract amount** of \$ \_\_\_\_\_

3.2 No payment in advance of or in anticipation of services to be provided under this contract shall be made by District with the exception of a deposit amount required by Consultant or Contractor upon mutual agreement of the parties.

3.3 In no event will the cost to the District for the services to be provided, including Reimbursable Expenses, exceed the maximum Not to Exceed amount set forth in Section 3.1. The fees due under this contract will be prorated in the event contract is terminated by either party prior to the expiration date.

4. **INDEMNIFICATION**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE THAT CONTRACTOR CONTROLS OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

CONTRACTOR SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONTRACTOR, OR BY DISTRICT AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

This section shall survive the termination of this Agreement.

5. **DISTRICT'S OBLIGATIONS UNDER STATE AND FEDERAL LAW**

5.1 Consultant acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. Consultant agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

5.2. Consultant acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). Consultant receives student information from the District in compliance with the requirements and exceptions outlined in FERPA. Consultant further acknowledges and agrees that it will comply with said law and safeguard student information. Consultant may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, Consultant must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

6. **LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE**

Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Vendor as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Consultant will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.

7. **MISCELLANEOUS**

7.1 **Termination.** This contract can be terminated by either party at any time, with or without cause.

7.2 **Credentials.** In the event that this contract is for Professional Services, Consultant agrees that all required certifications/licensure and credentials will be maintained at all times.

7.3 **Conflict of Interest.** The Consultant, by signing this contract, certifies that he/she does not have a conflict of interest relative to the services to be rendered on behalf of the District.

7.4 **Confidentiality.** The Consultant further understands that he/she is serving as a fiduciary of the District and hereby agrees that he/she will not divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), Consultant agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.

7.5 **Proprietary Rights.** With the exception of prior copyrighted or trademarked materials of the Consultant, Consultant agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, shall remain the property of the District and shall not be used or published by Consultant or any other party related to Consultant without the express prior written consent of the District. Furthermore, Consultant understands that products produced as a result of this contract are the sole property of the District and may be reused by the District at any time without further compensation and without any restrictions.

7.6 **Independent Contractor.** It is expressly understood and agreed by both parties hereto that the District is contracting with the Consultant as an independent contractor. Each party and the officers, employees, agents, subcontractors or other Consultants thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other party. The District will not deduct Federal income taxes, FICA

(Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Consultant.

- 7.7 **Taxes.** The Consultant shall not require the District to pay taxes of any kind.
- 7.8 **Insurance.** The Consultant shall carry and maintain such professional liability and errors and omissions insurance covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Consultant.
- 7.9 **Hold Harmless.** The District and its employees can neither agree to hold the Consultant harmless nor agree to indemnify the Consultant, and any contracts or provisions to the contrary are void.
- 7.10 **Waivers.** The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of law, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.
- 7.11 **Assignment.** The rights, responsibilities and duties under this contract are personal to the Consultant and shall not be transferred or assigned without the express prior written approval of the District.
- 7.12 **Non-Discrimination.** The Consultant certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 7.13 **Purchase Order.** The District is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued.
- 7.14 **Governing Law and Venue.** This agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Tarrant County, Texas.
- 7.15 **Alternative Dispute Resolution.** Claims and disputes associated with this contract will not be resolved by arbitration or other alternative dispute resolution process unless court ordered or otherwise mutually agreed to in writing by both parties.
- 7.16 **Entire Agreement Modifications.** All oral or written agreements between the parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This agreement supersedes all prior agreements, written or oral, between Consultant and District and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by District and Consultant.
- 7.17 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 7.18 **Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 7.19 **Severability.** In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- 7.20 **Force Majeure.** Neither party will be liable to the other party hereunder or in default under this Contract for failures of performance resulting from acts or events beyond the reasonable control of such party including by way of example and not limitation acts of God, civil disturbances, war and strikes.

7.21 **Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**(1) To District:**

Fort Worth Independent School District  
Name of District Contact: Michael Steinert  
Address: 100 N. University Dr, Suite NE 233  
Fort Worth, TX 76107

**(2) With Copies to:**

Fort Worth Independent School District  
Office of Legal Services  
Attn: Chief Legal Counsel  
100 N. University Dr., Ste. SW 172  
Fort Worth, Texas 76107

**(3) To Consultant:**

Vendor Company Name: Santa Fe Youth Services a Division of YAP, Inc  
Name of Vendor Contact: Virginia Hoft  
Address: 7524 Mosier View Cr #200  
Fort Worth, TX 76118

**SPECIAL CONDITIONS**

All special conditions governing the performance of this Contract are set forth in the "Attachment A", which is herein incorporated by reference and is made a part of this Contract.

**ELECTRONIC SIGNATURE**

The parties hereby agree to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann, §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the parties.

IN WITNESS WHEREOF, the Board of Education of the Fort Worth Independent School District and the Consultant, acting by their duly authorized representatives, have executed this Contract to be effective as of the latest date on which it is signed by the authorized representatives of the parties.

**FOR DISTRICT:**

Signed: \_\_\_\_\_  
Name: Michael Steinert  
Title: Assistant Superintendent  
Date: 8/22/2017  
Req. # 11805363

**FOR CONSULTANT:**

Signed: \_\_\_\_\_  
Name: Richard Stottlmyer II  
Title: CFG  
Date: 8/24/2017

**APPROVED: (required over \$25,000)**

Signed: \_\_\_\_\_  
Dr. Kent Scribner  
Superintendent of Schools  
Date: \_\_\_\_\_

**Business Organization: (check one)**

- Corporation       Partnership
- Individual/Sole Proprietor
- Limited Liability Company (LLC)

**APPROVED AS TO FORM:**

(required at \$10,000 and above)

Signed: \_\_\_\_\_  
Legal Counsel for the District  
Date: \_\_\_\_\_

Other: Sole 3  
23-1977514  
(Social Security/Employer ID Number)



## **ATTACHMENT A – SPECIAL CONDITIONS**

### **I. Standards for Financial and Programmatic Management**

The Contractor shall regularly assess and monitor the progress of the student receiving services pursuant to this agreement using District-approved assessments. The Contractor shall periodically forward to the District information on the student's progress in a format to be determined by the District.

Contractor agrees to participate fully in the evaluation of the effectiveness of services provided pursuant to this Contract, which evaluation, where possible, will include, but not be limited to, the following tools:

- a. Pre- and Post- intervention student performance data available in district databases, including attendance, academic performance, behavior/discipline referrals, alternative placement and promotion or graduation;
- b. parent, teacher, counselor and administrator surveys; and
- c. other measures of key performance indicators as defined by the District.

The District's research and evaluation department will evaluate program effectiveness using methodology the District deems appropriate, which may include, but not be limited to:

- 1) a comparison of outcome data of program participants with a matched control group of non-participants; and
- 2) analysis of student outcome data in relation to program cost.

The Contractor shall follow all District policies, regulations and guidelines and work at the District's direction regarding the referral of those students that are to receive services from the Contractor. The Contractor must accept all students referred for services by District personnel. In the event that referrals exceed the Contractor's capacity to provide services, the District will determine which students are to receive services.

The Contractor shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities necessary to provide services pursuant to this Contract.

The District shall have the right to inspect and audit the Contractor's records and to observe services being rendered. The Contractor shall provide access to all records, reports, logs or other matters relating to this Contract for the current school year immediately upon request by the District. Fiscal records created pursuant to this Contract and records related to prior school years relating to services provided pursuant to this Contract shall be maintained by the Contractor for five (5) years and shall be available for audit upon twenty-four (24) hours notice.

The Contractor shall not attempt to, purport to, or actually lend the faith and credit of the District to any third person or entity.

The Contractor shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the District. Any employees of the Contractor that are also employees of the District shall be immediately disclosed to the School District, with such disclosure to be in writing. The employment of District employees by the Contractor must be in accordance with District Policy DBF (Local).

Upon request by the District, the Contractor shall furnish to the District copies of the current resumes of each of its employees providing services pursuant to this Contract.

### **II. Insurance**

At all times during the Contract Term, the Contractor(s) shall, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A-" or better and a financial size category of "IV" or better according to the A.M. Best rating Guide and acceptable to the District, the following types of insurance:

#### **a. Commercial General Liability Insurance**

The Contractor shall maintain throughout the term of this Contract commercial general liability insurance for bodily injury and property damage arising from the Contractor's services to be performed pursuant to this Contract on an occurrence basis with coverage of not less than \$1,000,000.00 per occurrence in the aggregate. The insurance policy shall name the District as an additional named insured and include a contractual endorsement extending its coverage

to the Contractor's obligations hereunder (including the Contractor's indemnity obligations). The policy shall also be written as a primary policy which does not contribute to any policies which may be carried by the District, and shall contain a provision that the District, although named as an insured, shall nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents and representatives by reason of the negligence of the Contractor, its employees, agents, representatives or Consultants.

**b. Automobile Liability Insurance**

The Contractor shall maintain in force throughout the term of this Contract comprehensive auto liability insurance covering the Contractor and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and shall cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage shall not be less than \$100,000.00 for property damage per occurrence and not less than \$300,000.00 combined single limit for death, and/or bodily injury.

**c. Workers' Compensation/Employers' Liability**

The Workers' Compensation/Employers' Liability Insurance provided by the Contractor shall conform to the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law.

**d. Professional Liability Insurance**

The Professional Liability Insurance provided by the Contractor shall conform to the following requirements:

1. The Contractor's Professional Liability insurance shall be in a form acceptable to the District and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.
2. If on a claims-made basis, the Contractor shall maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this agreement.
3. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per claim/annual aggregate.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and the students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the District in writing at least thirty (30) days prior to any cancellation, termination, non-renewal or modification to the Contractor's Policy(ies) required under this agreement.

Upon the District's request, the Contractor shall furnish the District with Certificates of Insurance evidencing the Contractor's insurance coverage is consistent with the terms of this agreement. The Contractor shall renew or replace the Certificates of Insurance no less than thirty (30) days prior to cancellation, termination or modification. Failure to obtain the necessary coverage shall be a material breach of this agreement and the District may terminate this agreement without further liability to the Contractor. Additionally, the Contractor shall be liable to the District for any and all damages incurred due to the Contractor's failure to perform the agreement terms.

The Contractor shall name the District as an additional named insured on all such policies required by this Contract.

**III. Student Records**

All student records shall be kept in a secure location preventing access by unauthorized individuals. The Contractor will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is in the direct employ of the Contractor. The Contractor agrees to provide access to and copies of student records to the District and/or the parents/guardians of the student. The Contractor shall not forward to any other person other than the parents/guardians or the District any student record without the written consent of the parent/guardian or the District as required by state or federal privacy laws. Upon completion or termination of this agreement, the Contractor shall turn over to the District all student records for the District's eligible students to whom the Contractor has provided services under this agreement.

#### **IV. Criminal Background Check**

The Contractor shall conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of the Contractor working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. The Contractor shall supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by the Contractor. If the Vendor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

The Contractor shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Contractor shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." The Contractor's employees, agents, and subcontractors shall be identified by a photographic identification badge, issued by a District approved third party company at the Contractor's expense. The third party company shall verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Contractor's violation of any portion of this section shall constitute a breach of contract.

The Contractor agrees that its employees and volunteers will not work with the District's students prior to the receipt of acceptable results of the employees' or volunteers' criminal background check.

The Contractor must give notice to the District prior to performing services under this Contract if the Contractor or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. The District may terminate this Contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring notice does not apply to a publicly held corporation.

#### **V. Accident and Incident Reporting**

The Contractor agrees to notify the School District immediately of any accident or incident where a student has suffered an injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement or emergency personnel or the Contractor has information that may be detrimental to the health or safety of any students or that may inhibit the Contractor's performance of this agreement.

The Contractor shall further require that all employees, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. The Contractor agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. The Contractor agrees that all staff members will abide by such laws in a timely manner.

The Contractor shall submit immediately by email, facsimile or mail, within twenty-four (24) hours, an accident or incident report to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to: all allegations of molestation, child abuse, or missing children under the Contractor's supervision.

#### **VI. Inappropriate Behavior**

a. Sexual harassment of employees of the Contractor, employees, or students of District by Contractor or Contractor's employees is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to immediate removal from District property.

b. The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor. It is understood and agreed that the relationship of Contractor to District shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the District, or (2) to create any partnership, joint venture, or other association between District and Contractor. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement shall relate to the results the District desires to obtain from the Contractor, and shall in no way affect Contractor's independent contractor status described herein.

c. Contractor shall enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Agreement. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out work under this Agreement. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's supervision and District's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in immediate removal from the site.

**VII. Applicable Laws**

The Contractor agrees to be bound by any amendments to any State or Federal laws referenced in this Contract or which affect the services described herein upon the effective date of such amendments.

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

**TOPIC: APPROVE 2017-2018 ALLOCATION FOR FORT WORTH AFTER SCHOOL (FWAS) FULL SERVICE PROVIDER AT LEADERSHIP ACADEMY AT FOREST OAK MIDDLE SCHOOL**

**BACKGROUND:**

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 79 sites for the 2017-2018 school year. Five of these seventy nine sites have been reconstituted as Leadership Academies that include extended school day programming. Additionally, each of these sites will provide FWAS enrichment programming for any student that expresses interest and complies with program participation guidelines. Programs will include vibrant enrichment programming, focused reinforcement strategies, afterschool snacks and full dinners provided under Texas Department of Agriculture (TDA) guidelines. Each of these sites (June 27, 2017) has previously received, in varying amounts, local funds to provide afterschool programming. These funds will be leveraged with donated funds from the Rainwater Charitable Foundation. This is a request to approve additional funding to generate a purchase order for Clayton YES to provide FWAS at Forest Oak Middle School. Cited CBO has provided a response to Bid 17- 044. This is the first year of a five year bid cycle.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve 2017-2018 Allocation for Fort Worth After School (FWAS) Full Service Provider at Leadership Academy at Forest Oak Middle School
2. Decline to Approve 2017-2018 Allocation for Fort Worth After School (FWAS) Full Service Provider at Leadership Academy at Forest Oak Middle School
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve 2017-2018 Allocation for Fort Worth After School (FWAS) Full Service Provider at Leadership Academy at Forest Oak Middle School

**FUNDING SOURCE**

***Additional Details***

Special Revenue

498-61-6299-LDA-XXX-24-347-000000-18L97

**COST:**

\$126,260

**VENDOR:**

Clayton YES

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 17-044

Number of Bid/Proposals received: 4

HUB Firms: 0

Compliant Bids: 4

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth After School

Clayton YES : Forest Oak MS

**RATIONALE:**

Funds from Rainwater Charitable Foundation will be utilized to support expanded FWAS programming at the Leadership Academy at Forest Oak Middle School. No other Local Funds will be utilized for programming.

**INFORMATION SOURCE:**

Cherie Washington  
Michael Steinert  
Miguel Garcia, Jr.

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

**TOPIC: APPROVE CONSULTANT TO PROVIDE MENTORING SERVICES FOR THE FWISD "MY BROTHER'S KEEPER" (MBK) PROGRAM**

**BACKGROUND:**

In February 2014, President Barack Obama launched the My Brother's Keeper (MBK) initiative to ensure that all boys and young men of color have opportunities to improve their life outcomes and overcome barriers to success. Shortly thereafter, the FWISD Board of Education approved the Pledge by America's Great City Schools to serve FWISD males of color and accepted the My Brother's Keeper Community Challenge. FWISD currently has MBK Chapters in 15 high schools, with approximately 200 participants throughout the district. FWISD data indicates that there is a need for a similar program for girls of color. A Request for Proposals will be posted so that a vendor can be identified to serve girls within our District.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Consultant to provide mentoring services for the FWISD "My Brother's Keeper" (MBK) Program.
2. Decline to Approve Consultant to provide mentoring services for the FWISD "My Brother's Keeper" (MBK) Program.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Consultant to provide mentoring services for the FWISD "My Brother's Keeper" (MBK) Program.

**FUNDING SOURCE**

*Additional Details*

General Fund

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



**COST:**

Not to Exceed \$173,600

**VENDOR:**

Strategies To Elevate People (STEP)

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-100

Number of Bid/Proposals received: 7

HUB Firms: 1

Compliant Bids: 6\*

\*One company did not meet the intent of the solicitation.

<b>Vendor</b>	<b>Scores</b>	<b>Cost</b>
Strategies to Elevate People	322	\$173,600.00
Camp Fire 1st Texas	309	\$218,900.00
Real L.O.V.E	226	\$108,750.00
AIC Publications	140	\$208,900.00
Bisa-Links Ventures	129	\$615,000.00

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase.

***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

Carter-Riverside HS  
Arlington Heights HS  
South Hills HS  
Diamond Hill-Jarvis HS  
Dunbar HS  
Eastern Hills HS  
North Side HS  
Polytechnic HS  
RL Paschal HS  
Trimble Tech  
Southwest HS  
Western Hills HS  
OD Wyatt HS  
Success  
YMLA

## **RATIONALE:**

The MBK program provides weekly mentoring sessions with each high school Chapter. As part of these meetings, participants learn about college preparation, career choices, community involvement, cultural consciousness, personal growth, and leadership development. In addition to Chapter meetings, MBK members visit area college campuses, leadership camps and conferences, and are introduced to community leaders and positive role models. These experiences, and the brotherhood of the Chapter, encourage both personal and academic success.

## **INFORMATION SOURCE:**

Sherry Breed

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

**TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH ISD AND THE CITY OF FORT WORTH FOR SCHOOL RESOURCE OFFICER PROGRAM FOR THE 2017-2018 SCHOOL YEAR**

**BACKGROUND:**

Fort Worth Independent School District and the City of Fort Worth first entered into an Interlocal contract agreement in 1994 for the services of police officers in the School Resource Officer (SRO) Program. The program is a multi-faceted cooperative program between Fort Worth ISD and the Fort Worth Police Department (FWPD) to provide a safe and secure environment for education. The annual contract period is from October 1, 2017 through September 30, 2018.

The District will pay the City \$3,586,846.77, which represents 50% of all personnel and operating costs incurred by the City for 43 police officers, as well as the District's proportional share of the personnel, training and operating costs of the FWPD command staff that oversee the SRO Program. The command staff costs are shared by all participating districts, and the participating districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating district. The command staff includes one (1) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. In addition, the Agreement amount includes the District's proportional share of the administrative operating fees of SRO—assigned vehicles.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Interlocal Agreement between Fort Worth ISD and the City of Fort Worth for School Resource Officer Program for the 2017-2018 School Year
2. Decline to Approve Interlocal Agreement between Fort Worth ISD and the City of Fort Worth for School Resource Officer Program for the 2017-2018 School Year
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Interlocal Agreement between Fort Worth ISD and the City of Fort Worth for School Resourch Officer Program for the 2017-2018 School Year

**FUNDING SOURCE**

*Additional Details*

General Fund

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

**COST:**

\$3,586,846.77

**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**

Safety & Security

**RATIONALE:**

FWISD has partnered with the City of Fort Worth to provide school security. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Fort Worth together, with District staff, assist in creating a safe and secure environment for teaching and learning.

**INFORMATION SOURCE:**

Art Cavazos  
Bill Ray

**INTERLOCAL AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This agreement ("Agreement") is made and entered into between the **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 the **Fort Worth Independent School District ("FWISD")**, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent District ("District"), acting by and through **Dr. Kent P. Scribner**, its duly authorized **Superintendent**.

**RECITALS**

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

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

WHEREAS, District wishes to participate in the School Resource Officer Program ("SRO Program") through which City provides school security to participating school districts with facilities within the City's territorial limits using City's police officers; and

WHEREAS, City will receive funds through the Fort Worth Crime Control and Prevention District ("CCPD") to assist in funding City's portion of the SRO Program costs.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein expressed, the Parties agree as follows:

**AGREEMENT DOCUMENTS:**

The Agreement documents shall include the following:

1. This Agreement for the SRO Program
2. Exhibit A – Scope of Services
3. Exhibit B – Payment Schedule

Exhibits A and B, attached hereto are incorporated herein and made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A and B and the

terms and conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Interlocal Agreement shall control.

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

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

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

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

**1. SCOPE OF SERVICES.**

City hereby agrees to provide the District with school security services for the purpose of creating a safe educational environment, in partnership with the District. The City will provide Fort Worth Police Department (“FWPD”) officers at District schools within the territorial limits of Fort Worth. The District covenants and agrees to fully cooperate with the City in the implementation of the SRO Program. Attached hereto and incorporated for all purposes incident to this Agreement is “**Exhibit A,**” **Scope of Services**, more specifically describing the services to be provided hereunder.

**2. TERM.**

This Agreement shall commence on October 1, 2017 (“Effective Date”) and shall continue in full force and effect until September 30, 2018, unless terminated earlier in accordance with the provisions of this Agreement.

**3. CONSIDERATION.**

The District shall pay City **\$3,586,846.77** in accordance with the provisions of this Agreement and the Payment Schedule attached as “**Exhibit B.**” Such Agreement amount is based upon fixed expenditures for personnel and operating costs for police officers assigned to the SRO Program. The Agreement amount represents 50% of all personnel and operating costs incurred by the City for the **forty-three (43) police officers**, which does not include the command staff, assigned to the District. The Agreement amount also includes the District’s proportional share of the personnel, training and operating costs of the FWPD command staff that oversee the SRO Program. The command staff costs are shared by all participating school districts, and the participating school districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating school district. The command staff includes one (1) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant

assigned to the SRO Program. In addition, the Agreement amount includes the District's proportional share of the administrative operating fees of SRO-assigned patrol vehicles.

In the event that an officer is on leave due to an occupational injury, the Agreement Amount shall not be reduced or amended due to such absence unless agreed by both Parties in writing.

It is understood and agreed that District shall remit funds to the City within thirty (30) calendar days following receipt of an official invoice. Invoices shall be provided by City to District on a monthly basis.

#### 4. TERMINATION.

##### 4.1 CCPD Funds

This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. 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.

##### 4.2 Convenience.

The City may terminate this Agreement at any time and for any reason by providing the other Party with 30 days' written notice of termination.

##### 4.3 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period to fund the SRO Program, City will notify District of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever.

##### 4.4 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the District shall pay City for services actually rendered up to the effective date of termination and City shall continue to provide the District with services requested by the District and in accordance with this Agreement up to the effective date of termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for the appropriately prorated unpaid balance due on the Agreement Amount for



services rendered and District shall remit payment in full within thirty (30) days after the date of such invoice.

**5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

5.1 Disclosure of Conflicts. District hereby warrants to the City that District has made full disclosure in writing of any existing or potential conflicts of interest related to services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, District hereby agrees immediately to make full disclosure to the City in writing.

5.2 Confidential Information. District, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City.

5.3 Unauthorized Access. District shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. District shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised, in which event, District shall, in good faith, use all commercially reasonable efforts to cooperate with the City in identifying what information has been accessed, modified, deleted or otherwise corrupted by unauthorized means and shall fully cooperate with the City to protect such information from further unauthorized tampering.

5.4 Federal Law Enforcement Database Access. If District, or any District Personnel, has access to any federal law enforcement database or any federal criminal history record information system, including but not limited to Fingerprint Identification Records System (“FIRS”), Interstate Identification Index System (“III System”), National Crime Information Center (“NCIC”) or National Fingerprint File (“NFF”), that is governed by and/or defined in Title 28, Code of Federal Regulations Part 20 (“CFR Part 20”), for the purpose of providing services for the administration of criminal justice as defined therein on behalf of the City under this Agreement, District shall comply with the Criminal Justice Information Services Security Policy and CFR Part 20, and shall separately execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

**6. RIGHT TO AUDIT.**

District agrees that the City shall, until the expiration of three years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the District involving transactions relating to this Agreement at no additional cost to the City. District agrees that the City shall have access during normal

working hours to all necessary District facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give District reasonable advance notice of intended audits.

**Section 6 shall survive the termination or expiration of this Agreement.**

**7. INDEPENDENT CONTRACTOR.**

District shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. City shall operate hereunder as in independent contractor and not as an officer, agent, servant, or employee of the District. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. District shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, or employees of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or District.

**8. PROPERTY LOSS.**

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.

**9. PROVISIONS REGARDING AGE.**

City and District covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of 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.

**10. LIABILITY/INDEMNIFICATION**

**TO THE EXTENT PERMITTED BY LAW, DISTRICT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

**TO THE EXTENT PERMITTED BY LAW DISTRICT AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS, AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY (INCLUDING DEATH) THAT MAY RELATE TO, ARISE OUT OF, OR BE OCCASIONED BY (I) DISTRICT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF DISTRICT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY), OR SUBCONTRACTORS RELATED TO THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DISTRICT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S GOVERNMENTAL IMMUNITY AS FURTHER PROVIDED BY THE LAWS OF TEXAS.**

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

**11. NON-DISCRIMINATION COVENANT.**

District, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of District's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by District, its personal representatives, assigns, subcontractors or successors in interest, District agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

**Section 11 shall survive the termination or expiration of this Agreement.**

**12. NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

**City of Fort Worth**

Attn: Valerie R. Washington  
Assistant City Manager  
200 Texas Street  
Fort Worth, Texas 76102-6311

With Copy to the City Attorney  
At same address

**FWISD**

Attn: Dr. Kent P. Scribner  
Superintendent  
100 N. University Drive  
Fort Worth, Texas 76107

With Copy to District's General Counsel  
At same address

**13. GOVERNMENTAL POWERS/IMMUNITIES.**

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

**14. NO WAIVER.**

The failure of the City or District to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or District's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

**15. GOVERNING LAW / VENUE.**

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such 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.

**16. SEVERABILITY.**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**17. FORCE MAJEURE.**

The City and District shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of

the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

**18. HEADINGS NOT CONTROLLING.**

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

**19. APPROVAL OF AGREEMENT.**

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

**20. REVIEW OF COUNSEL.**

The Parties acknowledge that each Party and its counsel have reviewed and revised 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.

**21. AMENDMENTS.**

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

**22. ENTIRETY OF AGREEMENT.**

This Agreement, including Exhibits A and B, contains the entire understanding and agreement between the City and District, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

**23. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

**APPROVED AND AGREED FOR CITY OF FORT WORTH**

\_\_\_\_\_  
Valerie R. Washington  
Assistant City Manager

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

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
Chief Joel F. Fitzgerald  
Chief of Police

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

**APPROVED AS TO FORM AND LEGALITY FOR CITY OF FORT WORTH**

\_\_\_\_\_  
Matthew A. Murray  
Assistant City Attorney

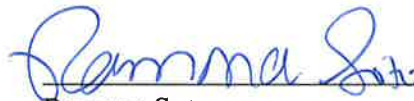
Date: \_\_\_\_\_

**APPROVED AND AGREED FOR FWISD**

\_\_\_\_\_  
Dr. Kent P. Scribner  
Superintendent

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

**APPROVED AS TO FORM AND LEGALITY FOR FWISD**



\_\_\_\_\_  
Ramona Soto  
FWISD General Counsel

Date: 8/17/17

**ATTEST**

\_\_\_\_\_  
Mary J. Kayser  
City Secretary

Date: \_\_\_\_\_  
M&C No. \_\_\_\_\_

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 SERVICES

1. City, through the commander of the SRO Program, shall assign FWPD officers to specific schools within the District to provide school security and officers shall work directly with the District's school principals.
2. There shall be forty-three (43) City police officers assigned to the District for the SRO Program. In addition, there shall be a command staff comprised of one (1) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. The Lieutenant shall command the SRO Program. Additional officers will not be provided to District during the Term of the Agreement. **The District shall submit a written request for additional Police Officers to City ten (10) months prior to the start of a new Fiscal year (the end of the month of December).**
3. Assigned officers shall have the SRO Program as their primary duty, and will not be regularly assigned additional police duties. City reserves the right, however, to reassign any or all officers temporarily in the event of an emergency or when the City, in its sole discretion, deems necessary.
4. City shall coordinate assignment and duty hours with District. If necessary, to handle unplanned absences at schools, FWPD officers from other units may be assigned temporarily to provide coverage. City shall not provide replacements for officers who are on leave due to an occupational injury. Replacement officers, when available, will be assigned to District when the assigned police officer's absence is for an extended period of time.
5. City shall provide to the officers assigned to the SRO Program all the law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) that are provided to all City's police officers. District shall provide any radio equipment necessary to allow the assigned officers to communicate with District staff.
6. The City shall maintain emergency response plans for every school within their jurisdiction. To the extent allowed under Texas law, these plans shall be kept confidential within the Fort Worth Police Department for security purposes, but meetings shall be held with authorized representatives of District to provide relevant information and excerpts from the plan necessary for implementation. City's Chief of Police shall

designate a commander to be responsible for maintenance and dissemination of these plans.

7. All police personnel assigned to the SRO program will remain subject to the rules and regulations applicable to all sworn personnel, including General Orders, Special Orders, Personnel Rules and Regulations, directives and other applicable law.



**EXHIBIT B**

**PAYMENT SCHEDULE**

District will remit 11 payments at \$298,903.90 per month within 30 days of receipt of an invoice from the City and a final payment due in the amount of \$298,903.87.

\$298,903.90 x 11 = \$3,287,942.90

Final Payment= \$ 298,903.87

**Total Payments \$3,586,846.77**

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

**TOPIC: APPROVE THE MEMORANDUM OF UNDERSTANDING CONTRACT WITH READING PARTNERS AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**BACKGROUND:**

To approve this Memorandum of Understanding between Reading Partners and Fort Worth Independent School District. Reading Partners is a national education nonprofit organization that has a proven record of providing highly structured, volunteer-based tutoring with positive results for students. Both parties will enter into this MOU to develop a relationship between the District and Reading Partners in order to establish a Reading Partners Center at the Leadership Academy campuses.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve The Memorandum of Understanding Contract with Reading Partners and Fort Worth Independent School District.
2. Decline to Approve The Memorandum of Understanding Contract with Reading Partners and Fort Worth Independent School District.
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Memorandum of Understanding contract with Reading Partners and Fort Worth Independent School District.

**FUNDING SOURCE**

*Additional Details*

General Fund	199-11-6299-LDA-124-24-347-000000 (\$28,000.00)
	199-11-6299-LDA-129-24-347-000000 (\$28,000.00)
	199-11-6299-LDA-144-24-347-000000 (\$28,000.00)
	199-11-6299-LDA-117-24-347-000000 (\$28,000.00)
	199-11-6299-001-209-24-347-000000 (\$18,000.00)
	199-11-6299-011-209-11-313-000000 (\$10,000.00)

**COST:**

\$140,000.00

**VENDOR:**

Reading Partners

**PURCHASING MECHANISM**

Memo of Understanding

***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 Elementary, Maude Logan Elementary, John T. White Elementary, Mitchell Boulevard Elementary and Edward J. Briscoe

**RATIONALE:**

This contract will provide one-on-one reading support to qualifying students at the Leadership Academies utilizing structured curriculum-based materials. Reading Partners will insure that the volunteer providing reading support is appropriately trained and receives ongoing coaching and support.

**INFORMATION SOURCE:**

Karen Molinar  
Charles Carroll  
Priscila Dilley  
Valencia Rhines  
Robert Ray  
Tamera Dugan  
Aileen Martina-Quinones  
Octavia Johnson

## MEMORANDUM OF UNDERSTANDING

BETWEEN

### **Article I. READING PARTNERS AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is made and entered into as of **9/13/17** or date of execution, whichever is later, ("Effective Date") to establish a relationship agreement between **Fort Worth Independent School District**, a School District located at 100 N. University, Fort Worth, Texas 76107 ("District"), and Reading Partners, a California nonprofit public benefit corporation located at 180 Grand Avenue, Ste. 800, Oakland, California 94612 ("Reading Partners").

WHEREAS, District seeks to provide its students with additional individualized reading intervention and to do this in a way that invests the community in students' achievement;

WHEREAS, Reading Partners has a proven history of providing structured, volunteer-based tutoring with positive results for students;

BOTH PARTIES HEREBY RESOLVE to enter into this MOU to develop a relationship between District and Reading Partners in order to establish a Reading Partners center at the campus(es) of District.

#### **I. Representatives**

During the Term of this MOU, District designates **Karen Molinar** as its primary representative with regard to this MOU ("Partner's Representative"). Partner's Representative shall have overall responsibility for managing and coordinating District's performance of its obligations under this MOU, and be authorized to act for and on behalf of District with respect to all matters relating to this MOU.

District shall be responsible for the performance by the schools within the District and shall cause its schools to comply with the provisions of this MOU in connection with such performance. Wherever in this MOU the District delegates responsibility to such schools, the parties agree that such schools may not make decisions inconsistent with this MOU, amend the terms of this MOU or act contrary to its terms in any way.

#### **II. Responsibilities of the District:**

District shall, or shall cause its schools to, undertake the following responsibilities:

##### **A. Resources**

1. Provide a dedicated space on the school campus, to be agreed upon by the school administration and Reading Partners staff, at no charge, that (i) includes a working phone, Internet connection and a minimum of 1000 square feet of tutoring space, and (ii) is accessible during School's operating hours for Reading Partners staff and volunteers (the "Donated Space").
2. Provide necessary services to maintain this Donated Space in a condition substantially similar to that of other classrooms on campus, including janitorial services, maintenance, utilities, and technology support ("Donated Services").

3. Ensure that Reading Partners' site-based staff has reasonable access to resources available to other School staff, including but not limited to: school-based intranet, copy machine, and an on-site mailbox. These resources may be shared with other School staff.
4. Provide appropriate and timely access to any school scheduling changes and news that will allow Reading Partners to more fully serve the school and its students.
5. Allow Reading Partners site-based staff access to school office supplies, school supplies, and photocopying equipment (to help defray miscellaneous expenses associated with the school).
6. Conduct a criminal background check on all volunteers to comply with school, district, state, and federal regulations.

#### B. Data & Communications

1. Provide to Reading Partners staff members such student assessment and evaluation data as necessary to determine enrollment in the Reading Partners program, inform instruction, periodically review student progress, and report in aggregate on student demographics and reading improvement to donors. To enable evaluation of long-term outcomes, such data will include data on students who have exited the Reading Partners program. Specifically, District shall provide the following data to Reading Partners:
  - a. Student's State ID number (in case student transfers out of district)
  - b. Student's District ID number (in case student transfers out of school)
  - c. Student's first and last name (for communicating with school staff on progress)
  - d. Student's gender (for reporting student outcomes in aggregate by subgroup)
  - e. Student's race and ethnicity (for reporting student outcomes in aggregate by subgroup)
  - f. Student's birth date (for age calculations and reporting student outcomes in aggregate by subgroup)
  - g. Student Free or Reduced Price Lunch Eligibility (for reporting on student demographics and student outcomes in aggregate by subgroup)
  - h. Student's scores on state English language proficiency test or ELL status for year prior to Reading Partners enrollment, year(s) in Reading Partners, and up to 3 years after Reading Partners enrollment (for longitudinal tracking of program impact)
  - i. Student's state achievement test scores for the year prior to Reading Partners enrollment, year(s) in Reading Partners, and up to 3 years after Reading Partners enrollment (for longitudinal tracking of program impact)
  - j. Student's retention (yes or no) for year prior to Reading Partners enrollment, year(s) in Reading Partners, and up to 3 years after Reading Partners enrollment (for longitudinal tracking of program impact)

In the event Reading Partners' access to such data requires the approval of District, District hereby consents to the release of such data to Reading Partners, and shall provide such data to Reading Partners.

2. Upon request, provide Reading Partners site-based staff with other reasonable student information, including but not limited to parent contact information, Individual Education Plan (IEP) information, and qualitative information on academic performance. IEP information is requested to determine the appropriateness of student placement in Reading Partners and, if enrolled, to report in aggregate to donors on the number of students with IEPs served at the school.
3. Support Reading Partners' efforts to collect parent permission forms, ensuring a timely and efficient enrollment process.

4. Work with Reading Partners staff to conduct brief, regular check-ins with teachers to survey student progress every eight (8) weeks or such other frequency as mutually agreed upon.
5. Include Reading Partners site-based staff in appropriate staff bulletins, announcements and meetings to keep Reading Partners staff reasonably informed about campus activities.
6. Provide Reading Partners staff with periodic opportunities (in no event less than once per semester) to present the program to the school staff and, if appropriate, the broader school community.
7. Offer visibility to Reading Partners within the community through appropriate venues, such as the school newsletter or school website.
8. Work with Reading Partners communications staff on occasional public relations and media opportunities for the organization, including press releases and announcements for both organizations.
9. Support Reading Partners' efforts to achieve volunteer recruitment goals, enabling more students at the school to be enrolled in the program.
10. Support Reading Partners' efforts to achieve its fundraising goals, especially during site visits from donors and funders.
11. Ensure that Reading Partners is effectively incorporated into the structure of the school campus and that site-based staff are appropriately included as partners in student achievement.
12. District shall maintain the confidentiality and privacy of information provided by Reading Partners from student education records created and maintained by Reading Partners in accordance with applicable law and regulations, including the Family Educational Rights and Privacy Act (FERPA). District and its authorized representatives acknowledge that they may only use and disclose student information provided to the District by Reading Partners for the purposes described in this agreement and in compliance with the requirements and exceptions outlined in FERPA.

### **III. Responsibilities of Reading Partners:**

Reading Partners shall undertake the following responsibilities:

#### **A. Tutoring Program**

1. Operate a tutoring program on the school campus from approximately 8am-4pm, Monday through Thursday, with exact hours to be mutually agreed upon.
2. Work with District's teachers and other site-based staff to identify students who will benefit from the program and enroll these students in the program as capacity permits. In the event that referrals exceed Reading Partners' capacity to provide services, the parties will jointly determine which students are to receive services.
3. Work with teachers and administrators at the school to ensure that when children are pulled from classes, the timing of the pull does not adversely affect student achievement.
4. Provide one-on-one reading support to qualifying students of District utilizing structured curriculum-based materials. Ensure that the volunteer providing reading support is appropriately trained and receives on-going coaching and support.

5. Ensure that all Reading Partners volunteer tutors and visitors comply with any policies and systems in place for visitors on the school's campus. Ensure that neither Reading Partners' staff nor tutors work with the District's students prior to the receipt of acceptable results of the individuals' criminal background check.
6. Allow School or District personnel to observe services being rendered within the Reading Partners' reading center.

#### B. Data & Communications

1. Communicate with classroom teachers, both formally and informally, to ensure, to the best of the program's ability, that Reading Partners' services are adequately meeting students' learning needs.
2. Communicate with District and School administration and other staff to ensure that the program is aligned with the District's mission and objectives.
3. At least once per school quarter or semester, as applicable, use reasonable efforts to provide School administration and staff any requested data and information on Reading Partners student attendance, activities and performance, as permitted by parental consent.
4. As allowed for under 34 C.F.R §99.35(a)(3), also known as the audit or evaluation exception under the Federal Educational Rights and Privacy Act (FERPA), upon completion or termination of this agreement, Reading Partners shall provide to the District a list of students served under this agreement, including student first and last names, school district unique identifiers, dates of Reading Partners enrollment, and the number of Reading Partners tutoring sessions attended. This information will be provided by Reading Partners to the District in an Excel or .csv format transferred through a secure file transfer protocol or other password-protected and encrypted method. Neither Reading Partners nor the District will send protected student information by email.

#### C. Management & Support

1. Supervise and manage Reading Partners staff based at the school, and monitor student progress to ensure high quality programming is provided.
2. Check in regularly with school site leaders on matters of student progress and program logistics. If school leaders request information about individual student progress, Reading Partners will share that information if parental consent has been obtained by Reading Partners. Otherwise, information will be shared with school leaders in the aggregate and de-identified. The format and schedule of progress updates will be determined by the parties, in compliance with state and federal laws regarding student privacy.
3. Support the professional development of all Reading Partners staff by providing ongoing opportunities, including training, relevant research, and instructional resources. Each staff member will have regular coaching and supervision sessions with their manager.
4. Provide liability insurance for operations, students, volunteers, and personnel at the Reading Center with at least \$1M in coverage and furnish a certificate of said insurance upon execution of this agreement. Reading Partners shall also provide the District with renewal or replacement Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Reading Partners will be in material breach of this agreement if it fails to obtain replacement insurance coverage prior to the date on which coverage is terminated or expires. In this event, the District may terminate the agreement without further liability to the Contractor.



Reading Partners shall name the District as an additional named insured on all such policies required by this agreement.

5. Reading Partners agrees to notify the School immediately of any accident or incident where a student has suffered any injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement or emergency personnel or the Reading Partners staff has information that may be detrimental to the health or safety of any students or that may inhibit Reading Partners' performance of this agreement.

#### **IV. Confidentiality and Data**

##### **A. Data & Communications.**

1. Reading Partners shall maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). Reading Partners and its authorized representatives acknowledge that they may only use and disclose student information in compliance with the requirements and exceptions outlined in FERPA. All student records will be kept in a secure location preventing access by unauthorized individuals.
2. District acknowledges and agrees that Reading Partners shall have access to and use of the data described in Section II.B. and shall be free to use and disclose any data generated in performance of the Reading Partners program under this MOU, all in accordance with the terms and conditions of this MOU, subject to applicable law.
3. All protected student information shared between the parties will be transferred through a secure file transfer protocol or other password-protected and encrypted method. Neither Reading Partners nor the District will send protected student information by email.

- B. **Publicity.** Reading Partners may use District's name and may disclose District's relationship with Reading Partners in advertising, press, promotion and similar public disclosures, provided that such advertising, promotions or similar public disclosures shall not indicate that District in any way endorses any Reading Partners program without prior written permission from District.

- C. **Standards for Financial and Programmatic Management.** Reading Partners shall regularly assess and monitor progress of students receiving services pursuant to this agreement using Reading Partners' internal literacy assessment tools, as well as District-approved assessments for which the School provides Reading Partners with student data.

Further, Reading Partners will support District-led efforts to evaluate the effectiveness of services provided pursuant to this MOU. District-led evaluation activities may include the following, with all associated data collection and analysis, including survey recruitment and administration, will be led by district personnel:

- i. Pre- and Post-intervention student performance data available in district databases, including attendance, academic performance, behavior/discipline referrals, alternative placement and promotion or graduation
- ii. Parent, teacher, counselor, and administrator surveys; and
- iii. other measures of key performance indicators as mutually agreed to by the parties based on Reading Partners' service model and expected outcomes.

The District's grants compliance and monitoring department will evaluate program effectiveness using the methodology the District deems appropriate and may include a comparison of outcome data of program participants with a matched control group of non-participants. Reading Partners will be

consulted regarding appropriate criteria upon which to obtain a well-matched control group for these analyses.

#### **IV. Reading Partners as an AmeriCorps Program:**

- A. Drug Free Workplace Act. As a federal grantee, Reading Partners is required by the Drug Free Work Place Act of 1988 to provide members with a drug free environment.
- B. Site Safety. Reading Partners is responsible for the safety of its site-based staff in the performance of activities under this MOU. Therefore, site-based staff may not participate in projects that pose undue safety risks to such site-based staff.
- C. Site Space. As a grantee of AmeriCorps, Reading Partners sites must grant acceptance or permission for reading centers to display AmeriCorps poster(s) and/or information. District hereby agrees to permit the display of such poster(s) and/or information in its school sites.

#### **V. Expenses and Payment**

##### **A. Staffing & Other Expenses**

- 1. In recognition of the fact that Reading Partners incurs significant expenses to administer and deliver its program services, and in consideration for providing such services, District agrees to pay a fee of **\$140,000** per school year to cover a portion of staffing related expenses, as described in Addendums A, which is attached hereto and incorporated by reference.
  - 2. Reading Partners shall submit invoice(s) to District in accordance with the Addendums A. The Partner Fee as defined in Addendums A (or the first installment thereof, as the case may be), is to be provided in accordance with the schedule set forth in Addendums A. Any sum due Reading Partners shall be due and payable thirty (30) business days after receipt by District of an invoice from Reading Partners.
- B. Reading Partners Support. Except as provided for in this Section V. and Section II. above, Reading Partners will assume all expenses directly incurred in the operation of the tutoring program on the school campus, including site-based personnel, curriculum, supplies, technology, equipment, travel, professional development, tutor fingerprinting, and other miscellaneous expenses.
  - C. Reading Partners Fiscal Records. The District shall have the right to inspect and audit Reading Partners fiscal records created pursuant to this MOU. Fiscal records created pursuant to this MOU shall be maintained by Reading Partners for five (5) years and shall be available for audit upon five (5) business days' notice.
  - D. Faith and Credit. Reading Partners shall not attempt to, purport to, or actually lend the faith or credit of the District to any third person or entity.
  - E. Non-Exclusivity. This MOU does not grant to Reading Partners any exclusive privileges or rights; the District may make an agreement with other Contractors for the procurement of comparable services. The District makes no commitment to request from Reading Partners any minimum or maximum amount of services hereunder, except as otherwise set forth in this MOU.

#### **VI. Indemnification**

**VI. Indemnification**

Reading Partners agrees to indemnify, hold harmless, and defend the District, its trustees, officers, agents, and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments fines, suits demands, investigations, proceedings, judgments, orders or injuries, including death or injury to any person, and damages or destruction of any property and all costs including court costs and attorney's fees and disbursements incurred by or asserted against the District arising out of or in connection with or based directly or indirectly upon a) any material breach of this MOU by Reading Partners, b) any false or inaccurate representation or warranty made by or on behalf of Reading Partners, c) any negligent or intentional act or omission of Reading Partners or any of Reading Partners' directors officers, employees agents, subcontractors or other representatives.

READING PARTNERS' AGGREGATE LIABILITY TO THE DISTRICT (INCLUDING ATTORNEY'S FEES), IF ANY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO READING PARTNERS BY THE DISTRICT UNDER THIS AGREEMENT ATTRIBUTABLE TO THE SERVICES PROVIDED FOR UNDER THIS AGREEMENT.

**VI. Miscellaneous**

This MOU is subject to the provisions of the Texas Public Information Act, Section 552 *et seq* of the Texas Government Code. The District shall disclose the existence, subject matter and costs of this MOU as provided by law.

This MOU shall commence on the Effective Date and continue for a 3-year period. ~~At the conclusion of the initial 3-year period, the agreement will automatically renew unless otherwise terminated by either party (the "Term").~~ If any provision of this MOU is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the MOU shall remain in full force and effect.

B  
8/15/17  
CH

Reading Partners may terminate the MOU as a result of District's failure to meet the terms of the MOU at the end of a programming year. District may terminate the MOU at any time by providing sixty (60) days' written notice to Reading Partners. District agrees that in the event of early termination, any Reading Partners services provided hereunder will terminate and the District Fee for the applicable programming year (or any remainder thereof, as the case may be) as specified in Section V.A.1 will be paid to Reading Partners.

Christy Henry

The parties make no warranties and expressly disclaim all representations and warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose and noninfringement.

Neither party will be liable to the other party hereunder or in default of this agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.

The captions included in this agreement are for the convenience of reference only, do not form a part of this contract, and shall not affect its interpretation.

This MOU and the Addendum(s) contain the entire agreement and understanding between the parties as to its subject matter. This MOU and the Addendum(s) may only be amended by mutual agreement of the parties in a writing signed by both parties. This MOU and the Addendum(s) shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflicts of law. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.



To the extent permitted by law, both parties have read this MOU and each party agrees to hold the other party (and such party's directors, officers, and employees) harmless from any liability, demand, damage, cost or expense (including reasonable attorney's fees) arising from any third-party claim, action or proceeding regardless of the form of action, on any theory of liability that may arise from or is related to this MOU or any Addendum(s). No party shall be liable for any consequential, punitive, exemplary, or incidental damages.



**IN WITNESS HEREOF**, the Board of Education of the Forth Worth Independent School District and Reading Partners, acting by their duly authorized representatives, have executed this MOU to be effective as of the latest date on which it is signed by the authorized representatives of the parties.

This MOU, is agreed to by District and Reading Partners on this 28<sup>th</sup> day of August, 2017 by:

**FOR DISTRICT/SCHOOL:**

**FOR READING PARTNERS:**

Signature: <u><i>Karen Molinar</i></u>	Signature: <u><i>Chasidy Henry</i></u>
Print Name: <u>Karen Molinar</u>	Print Name: <u>Chasidy Henry</u>
Title: <u>Chief of Elementary</u>	Title: <u>Program Director</u>
Date: <u>8/15/17</u>	Date: <u>8/28/17</u>

**APPROVED: (required over \$25,000)**

**Business Organization: (check one)**

Signed: \_\_\_\_\_  
Dr. Kent P. Scribner  
Superintendent of Schools

- Corporation
- Partnership
- Individual/Sole Proprietor
- Limited Liability Company (LLC)
- Other: \_\_\_\_\_

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

\_\_\_\_\_  
(Social Security/Employer ID Number)

**APPROVED AS TO FORM:**

Signed: *Ramona Soto*  
Ramona Soto  
Chief Legal Counsel

Date: 8/15/17



## ADDENDUM A

**District: Fort Worth Independent School District**

**Department: Elementary School Leadership**

<b>School Name:</b>	<b>School Address</b>
Edward J. Briscoe Elementary	2751 Yuma Ave., Fort Worth, TX
Leadership Academy at Como Elementary	4000 Horne St., Fort Worth, TX 76107
Leadership Academy at John T. White Elementary	7300 John T. White Rd., Fort Worth, TX 76120
Leadership Academy at Maude Logan Elementary	2300 Dillard St., Fort Worth, TX 76105
Leadership Academy at Mitchell Boulevard Elementary	3601 Mitchell, Fort Worth, TX 76105

**In-Kind Donated Contribution:**

The *donated space* that Reading Partners uses, for the 2017-2018 school year, is estimated to be valued:

**Total annual in-kind value:**

(Optional) If there are other *donated services (such as janitorial, maintenance, copies, etc)* that Reading Partners receives during the 2017-2018 school year, please feel free to include the estimated annual in-kind value, here:

**Total annual in-kind value:**

**Cash Contribution:**

The total cash amount the district is contributing for the 2017-2018 school year (the "Partner Fee") is: **\$140,000**

The cash contribution is supported through the following funding source: (Please be specific: city/district/state or principal discretionary budget from Title 1, After-School, Privately-Raised Funds, etc):  
Privately Raised Funds

If the cash contribution is coming from multiple sources, please list sources with appropriate contact below:

**Payment Arrangement Plan:**

- 1) Frequency of payment installments: (monthly or quarterly): Biannual
- 2) Due date for the first payment: October 31, 2017
- 3) Frequency of invoices: Twice per year, sent on October 1, 2017; April 1, 2018


**Special Instructions:**

- 1) If you are not the signatory, please name signatory here:
- 2) PO or requisition number required on invoices: Yes  No  n/a
- 3) PO from district is required before invoicing: Yes  No  n/a
- 4) District invoice template required: Yes  No  n/a
- 5) Detailed costs required: Yes  No  n/a
- 6) Invoice must be signed by RP representative: Yes  No  n/a
- 7) MOU must be signed by the district superintendent and CBO: Yes  No  n/a
- 8) Other

**Please note that invoices will be emailed biannually, unless otherwise specified.**

**Financial Contact Information:**

<b>Payment:</b>	<b>Invoicing:</b>
Title: Development Director	Title:
Name: Mary Freeman	Name: Fort Worth Independent School District
Address: 2910 Swiss Ave	Address: 100 N. University, Suite NW 140-E
City/State: Dallas, TX	City/State: Fort Worth, TX
Zip: 75204	Zip: 76107-1300
Phone: 214-821-4500	Phone: 817-814-2120
Fax:	Fax: 817-814-2125
Email address: mary.freeman@readingpartners.org	Email address: accountspayable@fwisd.org

 Signed, Program Director Reading Partners  Chasidy Henry Printed Name  9/13/17 Date	Signed _____  Title _____  Printed Name _____  Date _____
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**CONSENT AGENDA ITEM  
BOARD MEETING  
September 12, 2017**

**TOPIC: APPROVE THE SALE OF TAX FORECLOSED PROPERTY LOCATED AT 4501 EAST BERRY STREET TO THE CITY OF FORT WORTH FOR DEVELOPMENT AND USE AS A NEIGHBORHOOD/COMMUNITY PARK**

**BACKGROUND:**

As required by law, the City of Fort Worth placed the tax foreclosed property located at 4501 East Berry Street in a sealed bid sale in March 2017, but received no bids. The City’s Parks and Recreation Department has determined that the property can be developed into and used as a neighborhood/community park. The City of Fort Worth desires to purchase this property for a total amount of \$122,850, to include full payment of Post Judgment Taxes, Court Costs and reduced administrative management fees.

The City of Fort Worth has asked that the Fort Worth ISD, along with the other public entities entitled to amounts due on the tax foreclosed property, approve the sale of 4501 East Berry Street to the City of Fort Worth in order for a neighborhood/community park to be developed. Because the bid amount is less than the market value of \$215,259, the City must obtain the consent of all taxing entities named in the judgement.

<b>Address</b>	<b>TAD No.</b>	<b>Legal Description</b>	<b>Constable Deed Amount</b>	<b>Proposed Purchase Price</b>	<b>Post Judgment Taxes</b>	<b>Court Costs</b>	<b>Fees</b>	<b>Proposed Direct Sale Total Cost</b>
4501 East Berry (1.88 acres)	00776467	Block A, Eastwood Addn	\$104,624.84	\$57,114.56	\$63,849.60	\$885.84	\$1,000.00	\$122,850.00

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness & Efficiency**

**ALTERNATIVES:**

1. Approve The Sale Of Tax Foreclosed Property Located At 4501 East Berry Street To The City Of Fort Worth For Development And Use As A Neighborhood/Community Park
2. Decline to Approve The Sale Of Tax Foreclosed Property Located At 4501 East Berry Street To The City Of Fort Worth For Development And Use As A Neighborhood/Community Park
3. Remand to staff for further study



**SUPERINTENDENT’S RECOMMENDATION:**

Approve The Sale Of Tax Foreclosed Property Located At 4501 East Berry Street To The City Of Fort Worth For Development And Use As A Neighborhood/Community Park

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not Applicable

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth ISD Board of Education

**RATIONALE:**

Approving the sale of 4501 East Berry Street to the City of Fort Worth in order to develop a neighborhood/community park will enhance the area as well as utilize the property for a productive purpose.

**INFORMATION SOURCE:**

Elsie Schiro



June 5, 2017

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

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

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

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

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

**RE: City of Fort Worth Offer to Purchase 4501 E. Berry**

Dear Dr. Scribner:

The tax foreclosed property at 4501 E. Berry was received into inventory in November 2005 through a Constable's Sale after tax-foreclosure suit. Most recently, the property was placed on a sealed bid sale in March of 2017, but received no bids.

The City of Fort Worth Parks and Recreation Department has determined that the property can be developed into and used as a neighborhood/community park. The City proposes to purchase the property for a total amount of \$122,850.00, to include full payment of Post Judgment Taxes, Court Costs and reduced administrative management fees.

Of the total purchase price, the amount of \$1,000.00 will be retained by the City for fees associated with maintaining the property. The remainder will be sent to the County to be distributed among the taxing entities that were a part of the foreclosure suit.

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

<u>Property Address</u>	<u>Legal Description</u>	<u>Constable Deed Amount</u>	<u>Proposed Purchase Price*</u>	<u>Est. Post Judgment Taxes- August '17</u>	<u>Court Costs</u>	<u>Fees</u>	<u>Proposed Direct Sale Total Cost*</u>
4501 East Berry	Block A Eastwood Addn	\$104,624.84	<b>\$57,114.56</b>	<b>\$63,849.60</b>	<b>\$885.84</b>	<b>\$1,000.00</b>	<b>\$122,850.00</b>
<b>*Requires approval from all taxing entities</b>							

Please sign below to acknowledge your consent to sell 4501 E. Berry for a total cost of \$122,850.00 (includes post judgment taxes, court costs and reduced administrative fees) or call or email me if you have questions or need additional information.

Thank you,

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

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

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

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



**PROPERTY MANAGEMENT DEPARTMENT  
REAL PROPERTY DIVISION**

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

# Tarrant Appraisal District

## Real Estate

08/31/2017

Account Number: 00776467  
 Georeference: 10760-A  
 Property Location: 4501 E BERRY ST, FORT WORTH, 76105



Owner Information: FORT WORTH CITY OF  
 1000 THROCKMORTON ST  
 FORT WORTH TX 76102-6311

[2 Prior Owners](#)

Legal Description: EASTWOOD ADDITION  
 Block: A Lot:  
 Taxing Jurisdictions: 026 CITY OF FORT WORTH  
 220 TARRANT COUNTY  
 905 FORT WORTH ISD  
 223 REGIONAL WATER DISTRICT  
 224 TARRANT COUNTY HOSPITAL  
 225 TARRANT COUNTY COLLEGE

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database

### Certified Values for Tax Year 2017

	Land	Impr	2017 Total ††
Market Value	\$205,665	\$9,594	\$215,259
Appraised Value †	\$205,665	\$9,594	\$215,259
Gross Building Area †††			0
Net Leasable Area †††			0
Land SqFt ♦			82,266
Land Acres ♦			1.8885

† Appraised value may be less than market value due to state-mandated limitations on value increases  
 †† A zero value indicates that the property record has not yet been completed for the indicated tax year  
 ††† Rounded  
 ♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

### 5-Year Value History

Tax Year	Appraised Land	Appraised Impr	Appraised Total	Market Land	Market Impr	Market Total
2016	\$205,665	\$148,645	\$354,310	\$205,665	\$148,645	\$354,310
2015	\$205,665	\$148,645	\$354,310	\$205,665	\$148,645	\$354,310
2014	\$205,665	\$148,645	\$354,310	\$205,665	\$148,645	\$354,310
2013	\$205,665	\$148,645	\$354,310	\$205,665	\$148,645	\$354,310
2012	\$205,665	\$148,645	\$354,310	\$205,665	\$148,645	\$354,310

2017 Notice Sent:

Protest Deadline:  
 05/31/2017

Exemptions: PUBLIC PROPERTY 11.11

Property Data:

Appraisal Site: 80061621

Deed Date: 11/02/2005  
 Deed Page: 0000000  
 Deed Volume: 0000000  
 Instrument: D205351578

Site Name: CITY OF FT WORTH

State Code: C2C CommercialLandWithImprovementValue

Class: LandVacComImpVal  
 # of Parcels: 1

TAD Map: 2072-380  
 MAPSCO: TAR-0795  
 Agent:

Primary Building:  
 Building Name:  
 Building Type:  
 Year Built:

# FWISD Schools

STOP 6/POLY  
OVERSIGHT ASSN

4501 E. Berry St.

D. McRae  
Elementary School

SS Dillow  
Elementary School

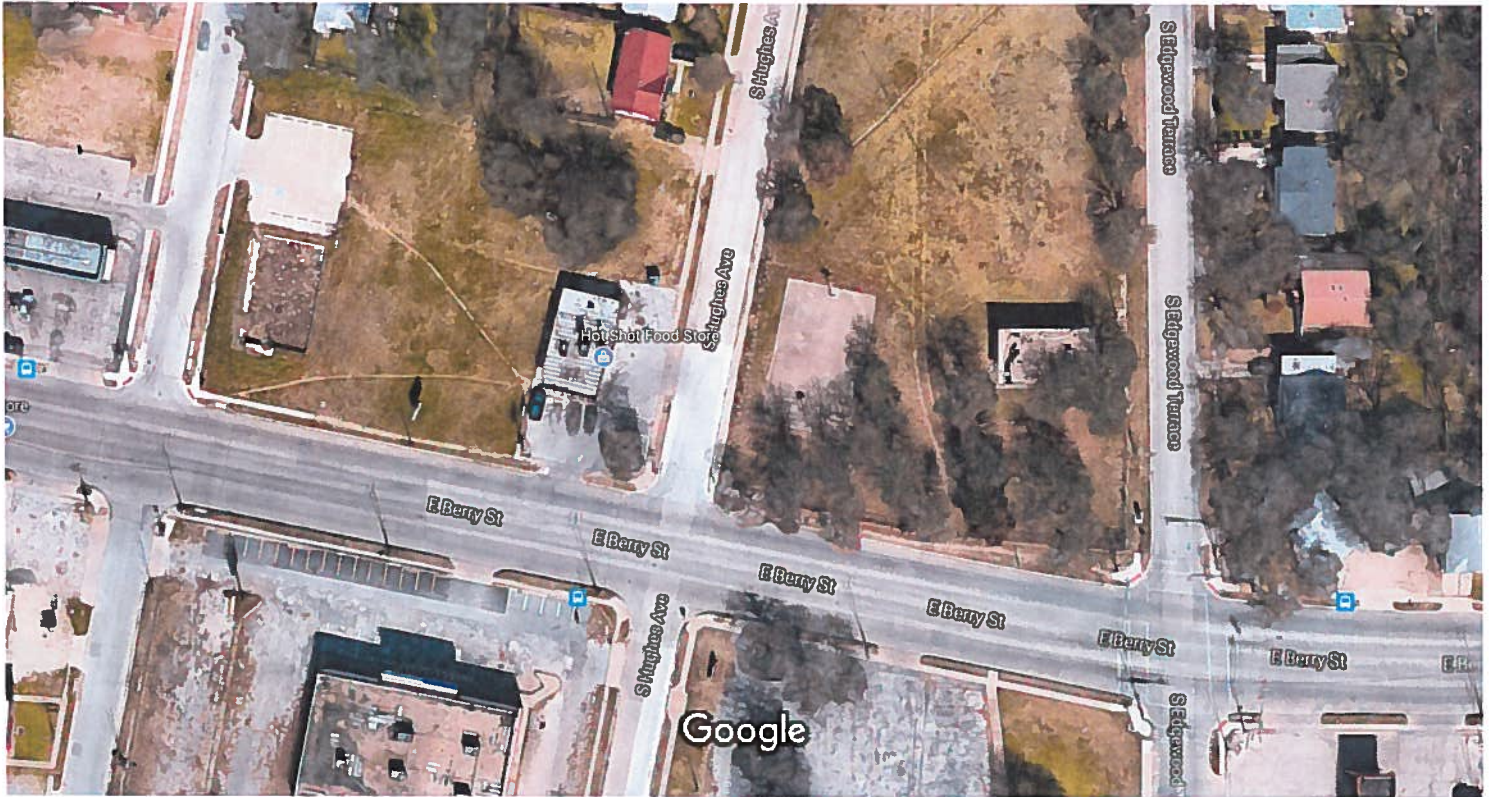
Dunbar High School

Village Creek  
Town Homes

Fiesta Mart



# 4501 E Berry St



Imagery ©2017 Google, Map data ©2017 Google United States 50 ft



4501 E Berry St  
Fort Worth, TX 76105



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

**TOPIC: APPROVE LONE STAR GOVERNANCE QUARTERLY BOARD  
PROGRESS TRACKER**

**BACKGROUND:**

The intention of Lone Star Governance is to provide a continuous improvement model for governing teams (School Boards in collaboration with their Superintendents) that choose to intensively focus on one primary objective, improving student outcomes. In addition, Lone Star Governance provides a system for governing legal and fiscal responsibilities of the Board.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Lone Star Governance Quarterly Board Progress Tracker.
2. Decline to Approve Lone Star Governance Quarterly Board Progress Tracker.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Lone Star Governance Quarterly Board Progress Tracker.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Fort Worth ISD schools, departments, and communities.

**RATIONALE:**

Approval of the Quarterly Board Progress Tracker will ensure Fort Worth ISD is in compliance with the Lone Star Governance Texas Framework and will ensure governance behaviors are on target to improve student outcomes. The Quarterly Board Progress Tracker supports the underlying belief that leadership matters and leaders' choices have the power to be transformative in the lives of our students.

**INFORMATION SOURCE:**

Dr. Kent Paredes Scribner  
FWISD Board of Trustees  
Sammy Monge

## Quarterly Board Progress Tracker

Section	Baseline	First Quarter	Current Quarter - Second Quarter	Next Quarter Targets - Third Quarter	Total Points Possible
Vision 1	0	12	12		15
Vision 2	0	12	12		15
Vision 3	0	0	3		10
Vision 4	0	0	4		5
Accountability 1	0	0	1		15
Accountability 2	0	0	0.5		5
Structure	0	1	4		15
Advocacy	0	0	0		10
Unity	0	0	0		10
<b>Total</b>	<b>0</b>	<b>25</b>	<b>36.5</b>	<b>0</b>	<b>100</b>

### Affirmations

By signing below, I affirm as a Trustee that this Lone Star Governance Quarterly Report is complete and accurate.

Trustees	Initial Here to Affirm Adherence To All Board Operating Procedures	Signature
Jacinto Ramos, Jr., District 1		
Tobi Jackson, District 2, Board President		
Christene C. Moss, District 3, Second Vice-President		
Theoplous Aron "T.A." Sims, Sr., District 4		
Judy Needham, District 5		
Ann Sutherland, District 6, First Vice-President		
Norman Robbins, District 7		
Anael Luebanos, District 8, Board Secretary		
Ashley Paz, District 9		



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

**TOPIC: APPROVE UPDATED LONE STAR GOVERNANCE MONITORING CALENDAR**

**BACKGROUND:**

The intention of Lone Star Governance is to provide a continuous improvement model for governing teams (School Boards in collaboration with their Superintendents) that choose to intensively focus on one primary objective, improving student outcomes. In addition, Lone Star Governance provides a system for governing legal and fiscal responsibilities of the Board.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Updated Lone Star Governance Monitoring Calendar.
2. Decline to Approve Updated Lone Star Governance Monitoring Calendar.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Updated Lone Star Governance Monitoring Calendar.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Fort Worth ISD schools, departments, and communities.

**RATIONALE:**

While preparing for the discussion for September, it was realized the Monitoring Calendar needed updating. Approval of the Updated Lone Star Governance Monitoring Calendar will ensure Fort Worth ISD is in compliance with the Lone Star Governance Texas Framework.

**INFORMATION SOURCE:**

Dr. Kent Paredes Scribner  
FWISD Board of Trustees  
Sammy Monge  
Charles Carroll

**Fort Worth ISD**  
**TEA Lone Star Governance Monitoring Calendar**

August 2017 - July 2019

<b>Month</b>	<b>Student Outcome Goals</b>	<b>Goal Progress Measures</b>	<b>Superintendent Constraints</b>	<b>Superintendent Constraint Progress Measures</b>	<b>Board Self-Evaluations</b>
August 2017	1	All - Overview			
September 2017	1	1.1			
October 2017	1	1.2			Board Self-Evaluation
November 2017	1	1.3			
December 2017	2	All - Overview			
January 2018	2	2.1			Board Self-Evaluation
February 2018	2	2.2			
March 2018	2	2.3			
April 2018	3	All - Overview			Board Self-Evaluation
May 2018	3	3.1			
June 2018	3	3.2			
July 2018	3	3.3			Board Self-Evaluation
August 2018	1	All - Overview	1	1.1, 1.2, 1.3	
September 2018	1	1.1	2	2.1, 2.2, 2.3	
October 2018	1	1.2	3	3.1, 3.2, 3.3	Board Self-Evaluation
November 2018	1	1.3			
December 2018	2	All - Overview			
January 2019	2	2.1			Board Self-Evaluation
February 2019	2	2.2			
March 2019	2	2.3			
April 2019	3	All - Overview			Board Self-Evaluation
May 2019	3	3.1			
June 2019	3	3.2			
July 2019	3	3.3			Board Self-Evaluation

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

**TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 043 IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On July 19, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Con-Real|Turner for Phase 2 of 2 for the 2013 Capital Improvement Program Bid Package #043 (RFP#16-007). This package contained one (1) school – construction of the new Performing and Fine Arts Academy and STEM Academy, TEA#087. Negotiations with Con-Real|Turner were completed and an agreement was issued and executed between the District and Con-Real|Turner for \$34,924,586. On June 13, 2017, the BOE approved a budget increase for this contract in an amount not-to-exceed \$1,000,000 for change orders that included a redesign and construction of a revised canopy and unforeseen subgrade conditions that required additional excavation. The current not-to-exceed (N-T-E) amount for this contract is \$35,924,586. Additional costs have been identified to include the purchase and installation of 900 auditorium seats. CIP is requesting a budget increase for this CMAR contract by a not-to-exceed amount of \$250,000 to create a change order allowance 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.

Campus	Current Construction Contract N-T-E	Amount Requested	Revised Construction Contract
VPA/STEM	\$35,924,586	\$250,000	\$36,174,586

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Increase for Bid Package 043 in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 043 in the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Increase for Bid Package 043 in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B39-087-99-000-000000 - \$ 250,000

**COST:**

Not to Exceed \$250,000

**VENDOR:**

Con-Real|Turner

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

A budget increase is needed to fund a change order in the amount of \$250,000 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  
Gary Griffith  
Elsie Schiro  
Randy Cofer

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

**TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 053 PHASE III-B WEST INSTALLATION OF CAMERAS (RFCSP 17-069) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On May 23, 2017 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 053 Phase III-B West Installation of Cameras (RFCSP 17-069) in an amount not-to-exceed \$420,151. During negotiations with the sole bidder, Southwest Network, Inc., exclusion of the specified Owner Controlled Contingency Allowance and the required Payment & Performance bond was identified; \$50,000 and \$9,243 respectively. Therefore, CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$59,243 for the items noted above. This will be funded from within the project budgets and therefore does not require the use of program contingency.

<b>Bid Package</b>	<b>Construction Bid</b>	<b>Amount Requested</b>	<b>Construction Contract</b>
053 Phase III-B	\$420,151	\$59,243	\$479,394

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Increase for Bid Package 053 Phase III-B West Installation Of Cameras (RFCSP 17-069) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 053 Phase III-B West Installation Of Cameras (RFCSP 17-069) in the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Increase for Bid Package 053 Phase III-B West Installation Of Cameras (RFCSP 17-069) in the 2013 Capital Improvement Program

**FUNDING SOURCE**

***Additional Details***

CIP

681-81-6629-B39-XXX-99-000-000000 - \$ 59,243

**COST:**

\$59,243

**VENDOR:**

Southwest Network, Inc.

**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

- 002 Arlington Heights HS
- 003 South Hills HS
- 004 Diamond Hill-Jarvis HS
- 008 North Side HS
- 010 Paschal HS
- 014 Southwest HS
- 015 Western Hills HS
- 018 Middle Level Learning Ctr.
- 019 Metro Opportunity HS
- 026 Jo Kelly School
- 043 Wedgwood 6th Grade
- 044 Elder MS
- 049 Kirkpatrick MS
- 050 McLean MS
- 051 Meacham MS
- 053 Monnig MS
- 058 W. C. Stripling MS
- 060 Wedgwood MS
- 061 Leonard MS
- 062 Int'l Newcomer/Applied Learning Acad.
- 063 Como Montessori School
- 067 Rosemont 6th Grade
- 069 McLean 6th Grade
- 071 Benbrook MS
- 082 Tx Acad. of Biomedical Sciences
- 101 Alice Carlson Applied Learning Ctr.
- 103 Benbrook ES
- 104 Boulevard Heights School
- 107 Burton Hill ES
- 114 Manuel Jara ES
- 116 Lily B. Clayton ES
- 117 Como ES
- 118 Hazel Harvey Peace ES
- 120 Rufino Mendoza ES
- 122 Diamond Hill ES
- 134 Greenbriar ES
- 138 H. V. Helbing ES
- 139 Milton L. Kirkpatrick ES
- 146 M. H. Moore ES
- 149 North Hi Mount ES
- 154 M. L. Phillips ES
- 156 Ridglea Hills ES
- 157 Luella Merrett ES

- 161 Sam Rosen ES
- 163 Bruce Shulkey ES
- 166 South Hi Mount ES
- 167 South Hills ES
- 171 Tanglewood ES
- 172 W. J. Turner ES
- 176 Waverly Park ES
- 177 Westcliff ES
- 178 Westcreek ES
- 180 Western Hills ES
- 187 J. T. Stevens ES
- 216 Woodway ES
- 220 Alice Contreras ES
- 221 Western Hills Primary
- 223 Cesar Chavez ES
- 224 M. G. Ellis Primary School
- 226 Seminary Hills Park ES
- 227 Dolores Huerta ES

**RATIONALE:**

A budget increase of \$59,243 is required to fund a not-to-exceed contract amount of \$479,394. This will be funded from within the campus budgets and therefore does not require the use of Program Contingency.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

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

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACT WITH A GENERAL CONTRACTOR FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE 065 (RFCSP 18-012)**

**BACKGROUND:**

The process of advertising and releasing a Request for Competitive Sealed Proposals RFCSP 18-012 for the construction of the 2013 CIP Bid Package 065 has been completed.

BP 065 includes a new athletic field house at TEA 004 Diamond Hill Jarvis High School.

The Capital Improvement Program (CIP) seeks authorization from the Board to proceed with formal negotiations with the best value Contractor, Reeder + Summit Joint Venture. 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.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 065 (RFCSP 18-012)
2. Decline to Approve Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 065 (RFCSP 18-012)
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 065 (RFCSP 18-012)

**FUNDING SOURCE**

***Additional Details***

CIP	681-81-6629-B39-004-99-000-000000 -	\$ 2,810,000
	681-81-6629-B40-004-99-000-000000 -	\$ 52,828
	Total (N-T-E) -	\$ 2,862,828

**COST:**

Not-To-Exceed \$2,862,828

**VENDOR:**

Top Ranked:

- 1) Reeder + Summit Joint Venture
- 2) Macs Construction Company, Inc.
- 3) Ratcliff Constructors

**PURCHASING MECHANISM**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

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

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

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

**BACKGROUND:**

The 2017-2018 General Fund Budget was initially adopted on June 27, 2017. No cross-function transfer occurred during the month of July. During the month of August 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 August 31, 2017
2. Decline to Approve Budget Amendment for the period ended August 31, 2017
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Budget Amendment for the period ended August 31, 2017

**FUNDING SOURCE**

*Additional Details*

General Fund

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Campuses and Departments as necessary

**RATIONALE:**

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

**INFORMATION SOURCE:**

Elsie Schiro  
Lori Boswell  
Patricia Young

**General Fund  
2017-2018  
Budget Amendments  
For The Period Ended August 31, 2017**

	<b>General Fund 2017-2018 Original Budget</b>	<b>Adjustments</b>	<b>General Fund 2017-2018 Amended Budget 8/31/2017</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
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
<b>Total Revenue &amp; Other Sources</b>	<b>\$747,196,083</b>	<b>\$0</b>	<b>\$747,196,083</b>
<b><u>EXPENDITURES</u></b>			
11 Instruction	\$465,014,869	(\$121,003)	\$464,893,866
12 Instruction Resources and Media Services	\$11,510,287	\$24,412	\$11,534,699
13 Curriculum and Instructional Staff Development	\$13,113,760	\$60,073	\$13,173,833
21 Instructional Administration	\$13,346,611	\$6,000	\$13,352,611
23 School Administration	\$50,829,086	\$25,850	\$50,854,936
31 Guidance and Counseling Services	\$44,002,740	\$18,399	\$44,021,139
32 Social Work Services	\$4,982,325	(\$15,356)	\$4,966,969
33 Health Services	\$11,590,926	\$2,500	\$11,593,426
34 Student Transportation	\$20,560,964	(\$1,000)	\$20,559,964
35 Food Services	\$258,400	\$0	\$258,400
36 Cocurricular/Extracurricular Activities	\$15,631,316	(\$3,000)	\$15,628,316
41 General Administration	\$20,117,146	\$0	\$20,117,146
51 Plant Maintenance and Operations	\$87,182,360	\$125	\$87,182,485
52 Security and Monitoring Services	\$12,533,422	\$0	\$12,533,422
53 Data Processing Services	\$13,822,926	\$0	\$13,822,926
61 Community Services	\$5,459,536	\$1,000	\$5,460,536
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$2,838,315	\$0	\$2,838,315
95 Payments to Juvenile Justice Alt Ed Program	\$150,000	\$0	\$150,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,600,000	\$2,000	\$2,602,000
<b>Total Budgeted Expenditures</b>	<b>\$795,544,989</b>	<b>\$0</b>	<b>\$795,544,989</b>
<b>Total Deficit</b>	<b>(\$48,348,906)</b>	<b>\$0</b>	<b>(\$48,348,906)</b>
Beginning Fund Balance (Unaudited)	177,032,784		177,032,784
Fund Balance-Ending (Unaudited)	<b>\$128,683,878</b>	<b>\$0</b>	<b>\$128,683,878</b>



		August 31, 2017 Budget Amendment		
		Increase	Decrease	Net Effect
<b>Object</b>	<b>Revenue</b>			
5700		0	0	
5800		0	0	
5900		0	0	
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Function</b>	<b>Expenses</b>			
11	Transfer to func 12, 13 and 31 for Leadership Acad stipends	0	34,540	
	Transfer to func 13 for Cooperative Learning for Math teachers	0	10,600	
	Transfer to func 12 and 13 for Turnaround Plans	0	80,000	
	Campus/Dept. normal course of District operations	4,137	0	
	<b>Overall effect on Function 11</b>	<b>4,137</b>	<b>125,140</b>	<b>(121,003)</b>
12	Transfer from func 11 to func 12, 13 and 31 for Leadership Academies stipends	7,212	0	
	Transfer from func 11 for Turnaround Plan	20,000	0	
	Campus/Dept. normal course of District operations	0	2,800	
	<b>Overall effect on Function 12</b>	<b>27,212</b>	<b>2,800</b>	<b>24,412</b>
13	Transfer from func 11 to func 12, 13 and 31 for Leadership Academies stipends	11,780	0	
	Transfer from func 11 to func 13 for Cooperative Learning for Math teachers	10,600	0	
	Transfer from func 11 for Turnaround Plans	60,000	0	
	Transfer to func 11 to fund contracts for Special Education	0	14,000	
	Transfer to func 21 to fund travel for prof development for curriculum	0	16,000	
	Transfer from func 31 for Dyslexia training	10,000	0	
	Campus/Dept. normal course of District operations	0	2,307	
		<b>92,380</b>	<b>32,307</b>	<b>60,073</b>
21	Transfer to func 23 to fund T-TESS Principal Training	0	25,000	
	Transfer from func 13 to fund travel for prof development for curriculum	16,000	0	
	Transfer from func 11 to assist funding part-time hourly personnel.	11,000	0	
	Campus/Dept. normal course of District operations	4,000	0	
	<b>Overall effect on Function 21</b>	<b>31,000</b>	<b>25,000</b>	<b>6,000</b>
23	Transfer from func 21 to fund T-TESS Principal Training	25,000	0	
	Campus/Dept. normal course of District operations	850	0	
	<b>Overall effect on Function 23</b>	<b>25,850</b>	<b>0</b>	<b>25,850</b>
31	Transfer from func 11 to func 12, 13 and 31 for Leadership Acad stipends	15,548	0	
	Transfer from func 32 to fund supplies for student support services	15,356	0	
	Transfer to func 13 for Dyslexia training	0	10,000	
	Campus/Dept. normal course of District operations	0	2,505	
	<b>Overall effect on Function 31</b>	<b>30,904</b>	<b>12,505</b>	<b>18,399</b>
32	Transfer to func 31 for student support services supplies	0	15,356	
	Campus/Dept. normal course of District operations	0	0	
	<b>Overall effect on Function 32</b>	<b>0</b>	<b>15,356</b>	<b>(15,356)</b>
33	Campus/Dept. normal course of District operations	2,500	0	
	<b>Overall effect on Function 33</b>	<b>2,500</b>	<b>0</b>	<b>2,500</b>
34	Campus/Dept. normal course of District operations	0	1,000	
	<b>Overall effect on Function 34</b>	<b>0</b>	<b>1,000</b>	<b>(1,000)</b>
35	<b>Overall effect on Function 35</b>	<b>0</b>	<b>0</b>	<b>0</b>

August 31, 2017 Budget Amendment		Increase	Decrease	Net Effect
36	Campus/Dept. normal course of District operations		3,000	
	<b>Overall effect on Function 36</b>	<b>0</b>	<b>3,000</b>	<b>(3,000)</b>
41	<b>Overall effect on Function 41</b>	<b>0</b>	<b>0</b>	<b>0</b>
51	Campus/Dept. normal course of District operations	125	0	
	<b>Overall effect on Function 51</b>	<b>125</b>	<b>0</b>	<b>125</b>
52	<b>Overall effect on Function 52</b>	<b>0</b>	<b>0</b>	<b>0</b>
53	<b>Overall effect on Function 53</b>	<b>0</b>	<b>0</b>	<b>0</b>
61	Campus/Dept. normal course of District operations	1,000	0	
	<b>Overall effect on Function 61</b>	<b>1,000</b>	<b>0</b>	<b>1,000</b>
71	<b>Over all effect on Function 71</b>	<b>0</b>	<b>0</b>	<b>0</b>
81	<b>Overall effect on Function 81</b>	<b>0</b>	<b>0</b>	<b>0</b>
95	<b>Overall effect on Function 91</b>	<b>0</b>	<b>0</b>	<b>0</b>
97	<b>Overall effect on Function 92</b>	<b>0</b>	<b>0</b>	<b>0</b>
99	Campus/Dept. normal course of District operations	2,000	0	
	<b>Overall effect on Function 99</b>	<b>2,000</b>	<b>0</b>	<b>2,000</b>
	<b>Total</b>	<b>217,108</b>	<b>217,108</b>	<b>0</b>

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

**TOPIC: APPROVE THE ANNUAL INVESTMENT REPORT FOR THE PERIOD:  
JULY 1, 2016 - JUNE 30, 2017**

**BACKGROUND:**

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period July 1, 2016 – June 30, 2017, contains all of the reporting requirements as outlined in Section 2256.0 23 of the Texas Government Code. Interest earnings for the period July 1, 2016 – June 30, 2017, totaled \$4,450,354. All investments met the District’s investment strategies and policies, with the District’s primary goal being safety of investments and then liquidity of the investments.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Annual Investment Report For The Period July 1, 2016 - June 30, 2017.
2. Decline to Approve The Annual Investment Report For The Period July 1, 2016 - June 30, 2017
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve The Annual Investment Report For The Period July 1, 2016 - June 30, 2017

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

None

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

None

**RATIONALE:**

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

**INFORMATION SOURCE:**

Elise Schiro  
Lori Boswell  
Tonya Wright

# Fort Worth Independent School District

## Annual Investment Report

July 1, 2016 – June 30, 2017



Young Men's Leadership Academy

Published July 20, 2017

**Ms. Elsie I. Schiro**  
Chief Financial Officer

**Ms. Lori Boswell**  
Senior Officer, Budget & Finance

**Ms. Michele Beck, CPA**  
Controller

**Ms. Tonya D. Wright**  
Treasurer



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

FORT WORTH INDEPENDENT SCHOOL DISTRICT  
Annual Investment Report  
7/01/2016 - 6/30/2017



Investment Officer's Certification

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

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

Total Rate of Return: 1.06%  
Interest Earned During the Period: \$4,450,353.72  
Interest Earned Fiscal Year to Date: \$4,450,353.72

Security Sector	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Certificate Of Deposit	26,877,501.70	26,877,501.70	26,877,501.70	5.63	0.80	126
Local Government Investment Pool	341,922,279.13	341,922,279.13	341,922,279.13	71.63	1.15	1
Money Market	1,011,432.88	1,011,432.88	1,011,432.88	0.21	0.78	1
Municipal	11,000,000.00	11,004,400.00	11,000,000.00	2.30	1.40	364
Mutual Fund	2,211.89	23,622.95	23,446.00	0.00	0.00	0
US Agency	76,500,000.00	76,329,619.90	76,473,361.73	16.03	0.95	204
US Treasury	20,000,000.00	19,960,986.50	19,989,059.75	4.19	0.95	214
<b>Total / Average</b>	<b>477,313,425.60</b>	<b>477,129,843.06</b>	<b>477,297,081.19</b>	<b>100.00</b>	<b>1.10</b>	<b>58</b>

*Christina Schiro* / 8/24/17 / Ms. Michele Beck, CPA, Controller / 8-9-17 / Date

*Lori Boswell* / 8/21/17 / Ms. Tonya D. Wright, Treasurer / 8/9/17 / Date

Ms. Lori Boswell, Senior Officer, Budget / Finance

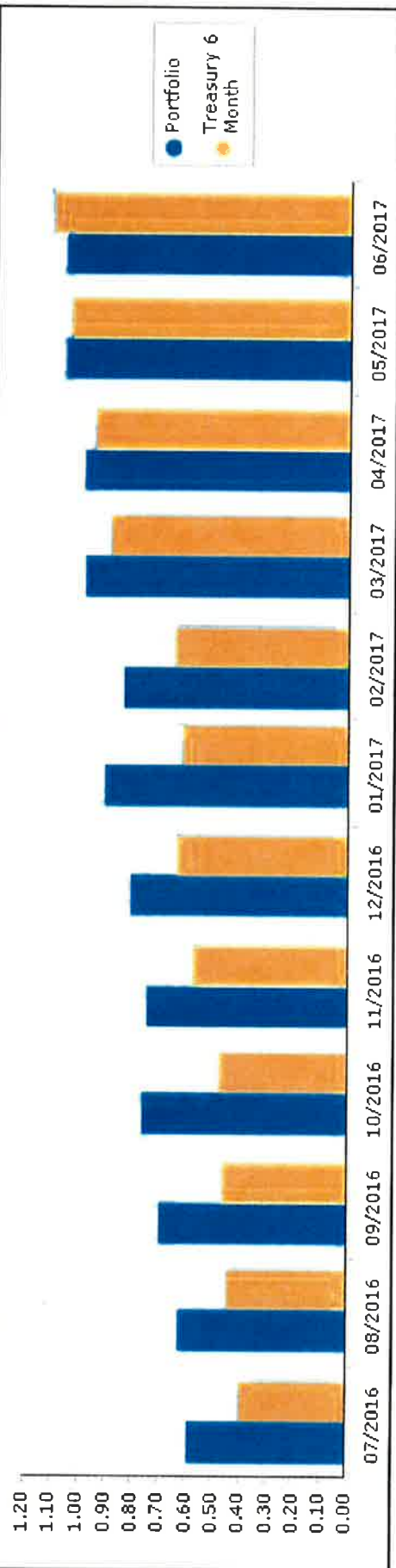


## Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 7/31/2016, End Date: 6/30/2017

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
7/31/2016	328,325,957.62	158,713.81	0.00	158,713.81	324,341,365.25	0.05	0.59	0.40
8/31/2016	313,999,334.76	155,925.29	0.00	155,925.29	298,581,399.27	0.05	0.63	0.45
9/30/2016	292,703,460.09	255,053.04	0.00	255,053.04	436,794,321.42	0.06	0.70	0.47
10/31/2016	539,435,434.18	341,872.91	0.00	341,872.91	537,230,107.22	0.06	0.77	0.48
11/30/2016	546,009,899.04	335,814.42	0.00	335,814.42	542,269,042.29	0.06	0.75	0.58
12/31/2016	554,001,725.21	368,712.16	0.00	368,712.16	548,453,146.50	0.07	0.81	0.64
1/31/2017	560,890,099.19	478,306.40	0.00	478,306.40	635,738,189.87	0.08	0.91	0.62
2/28/2017	669,700,937.94	485,347.08	0.00	485,347.08	697,041,127.68	0.07	0.84	0.65
3/31/2017	633,001,086.65	497,439.07	0.00	497,439.07	613,335,464.64	0.08	0.98	0.89
4/30/2017	576,379,030.51	463,569.49	0.00	463,569.49	566,592,127.07	0.08	0.99	0.95
5/31/2017	545,117,243.15	468,380.43	0.00	468,380.43	531,444,511.41	0.09	1.06	1.04
6/30/2017	500,589,921.39	437,460.29	0.00	437,460.29	496,066,115.62	0.09	1.06	1.11

Annualized TRR-BV



Interest Earned During Period-BV/Annual Total: \$4,450,353.72

Total Rate of Return: US Treasury 1 Year - 1.20



# Fort Worth Independent School District

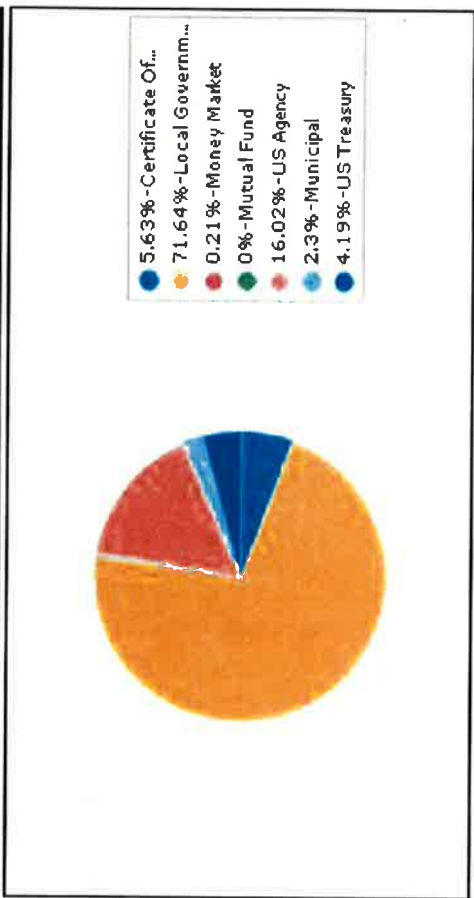
## Distribution by Security Sector - Book Value

### All Portfolios

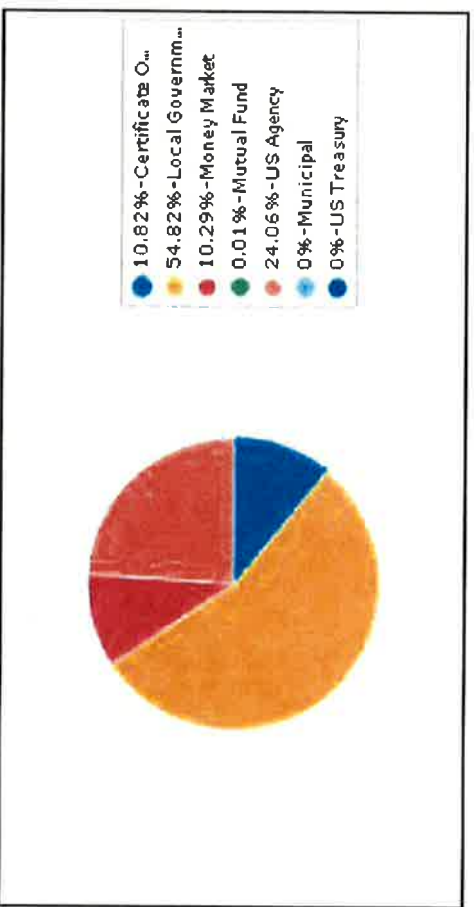
Begin Date: 6/30/2016, End Date: 6/30/2017

Security Sector Allocation			
Security Sector	Book Value 6/30/2016	% of Portfolio 6/30/2016	Book Value 6/30/2017
Certificate Of Deposit	35,510,917.71	10.82	26,877,501.70
Local Government Investment Pool	179,917,072.56	54.82	341,922,279.13
Money Market	33,785,154.86	10.29	1,011,432.88
Mutual Fund	23,446.00	0.01	23,446.00
US Agency	78,979,029.42	24.06	76,473,361.73
Municipal	0.00	0.00	11,000,000.00
US Treasury	0.00	0.00	19,989,059.75
<b>Total / Average</b>	<b>328,215,620.55</b>	<b>100.00</b>	<b>477,297,081.19</b>

**Portfolio Holdings as of 6/30/2016**



**Portfolio Holdings as of 6/30/2017**





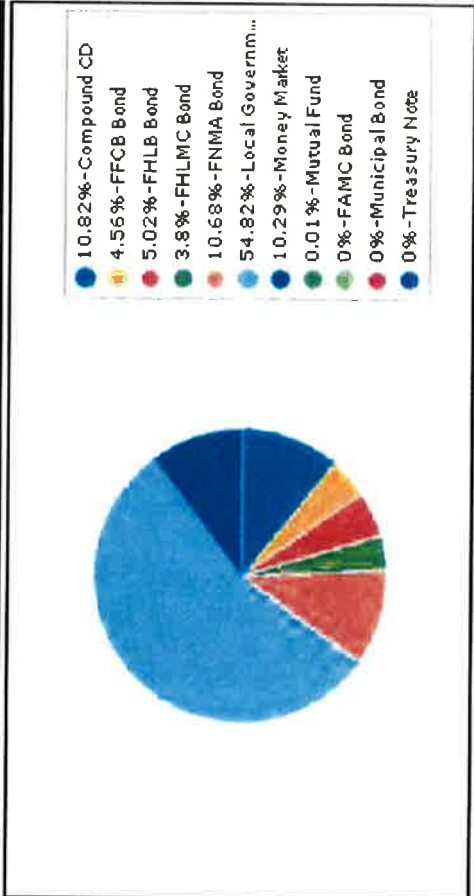


# Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

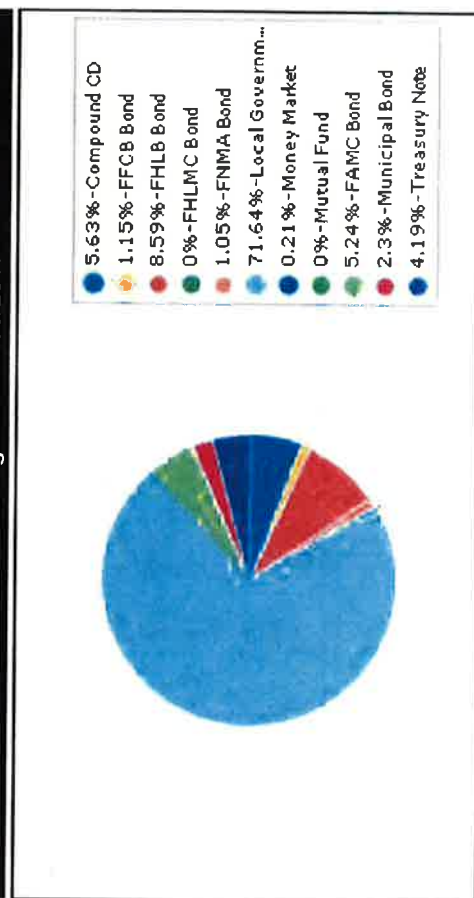
Begin Date: 6/30/2016, End Date: 6/30/2017

Security Type	Book Value 6/30/2016	% of Portfolio 6/30/2016	Book Value 6/30/2017	% of Portfolio 6/30/2017
Compound CD	35,510,917.71	10.82	26,877,501.70	5.63
FFCB Bond	14,961,225.00	4.56	5,491,988.33	1.15
FHLB Bond	16,484,416.66	5.02	40,988,064.08	8.59
FHLMC Bond	12,479,714.48	3.80	0.00	0.00
FNMA Bond	35,053,673.28	10.68	4,993,309.32	1.05
Local Government Investment Pool	179,917,072.56	54.82	341,922,279.13	71.64
Money Market	33,785,154.86	10.29	1,011,432.88	0.21
Mutual Fund	23,446.00	0.01	23,446.00	0.00
FAMC Bond	0.00	0.00	25,000,000.00	5.24
Municipal Bond	0.00	0.00	11,000,000.00	2.30
Treasury Note	0.00	0.00	19,989,059.75	4.19
<b>Total / Average</b>	<b>328,215,620.55</b>	<b>100.00</b>	<b>477,297,081.19</b>	<b>100.00</b>

**Portfolio Holdings as of 6/30/2016**



**Portfolio Holdings as of 6/30/2017**





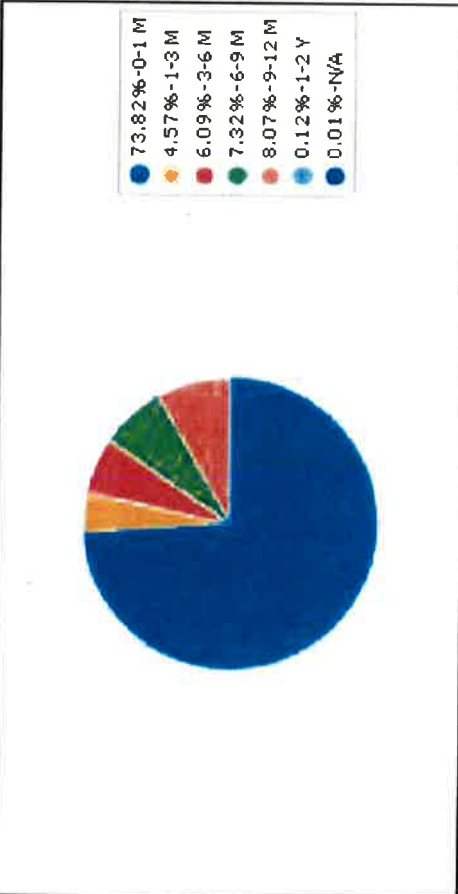
# Fort Worth Independent School District Distribution by Maturity Range - Market Value

All Portfolios

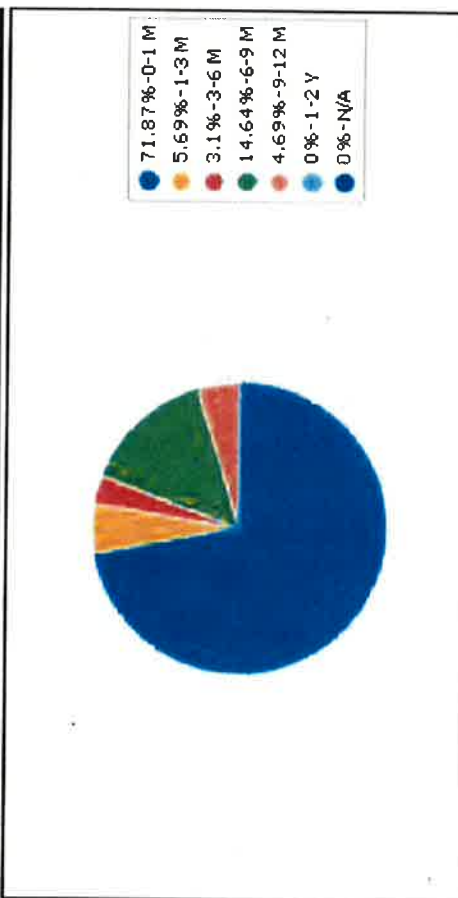
Begin Date: 6/30/2016, End Date: 6/30/2017

Maturity Range Allocation			
Maturity Range	Market Value 6/30/2016	% of Portfolio 6/30/2016	Market Value 6/30/2017
0-1 Month	242,273,477.04	73.82	342,933,712.01
1-3 Months	15,005,850.90	4.57	27,139,197.79
3-6 Months	19,972,650.00	6.09	14,807,457.80
6-9 Months	24,022,575.00	7.32	69,835,699.50
9-12 Months	26,484,634.30	8.07	22,390,153.01
1-2 Years	404,873.19	0.12	0.00
N/A	24,352.88	0.01	23,622.95
<b>Total / Average</b>	<b>328,188,413.31</b>	<b>100.00</b>	<b>477,129,843.06</b>

**Portfolio Holdings as of 6/30/2016**



**Portfolio Holdings as of 6/30/2017**



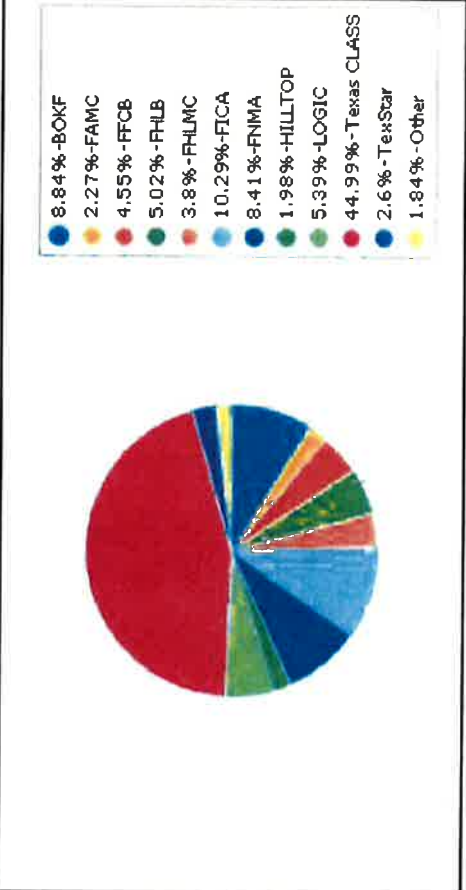


# Fort Worth Independent School District Distribution by Issuer - Market Value All Portfolios

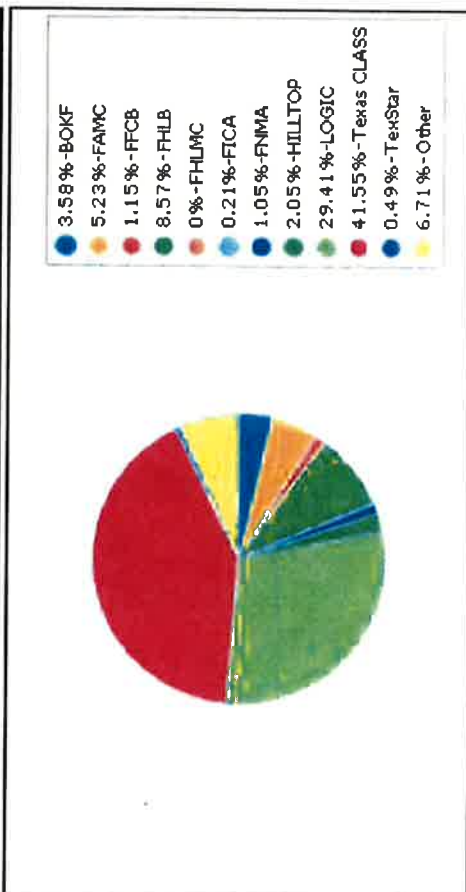
Begin Date: 6/30/2016, End Date: 6/30/2017

Issuer Allocation				
Issuer	Market Value 6/30/2016			
Issuer	Market Value 6/30/2017			
Issuer	% of Portfolio 6/30/2016			
Issuer	% of Portfolio 6/30/2017			
BOKF	29,010,917.71	17,077,104.86	8.84	3.58
FAMC	7,461,675.00	24,949,472.50	2.27	5.23
FFCB	14,936,606.00	5,486,745.00	4.55	1.15
FHLB	16,481,965.40	40,906,033.90	5.02	8.57
FHLMC	12,480,700.00	0.00	3.80	0.00
FICA	33,785,154.86	1,011,432.88	10.29	0.21
FNMA	27,589,968.90	4,987,368.50	8.41	1.05
HILLTOP	6,500,000.00	9,800,396.84	1.98	2.05
LOGIC	17,697,672.70	140,303,754.39	5.39	29.41
Texas CLASS	147,667,139.44	198,264,597.50	44.99	41.55
TexStar	8,540,266.19	2,322,627.52	2.60	0.49
* Other	6,036,347.11	32,020,309.17	1.84	6.71
<b>Total / Average</b>	<b>328,188,413.31</b>	<b>477,129,843.06</b>	<b>100.00</b>	<b>100.00</b>

**Portfolio Holdings as of 6/30/2016**



**Portfolio Holdings as of 6/30/2017**



\*PFM Asset Management - \$1,007,524.26  
 TexPool - \$23,775.46  
 Municipal Bond - \$11,004,400.00

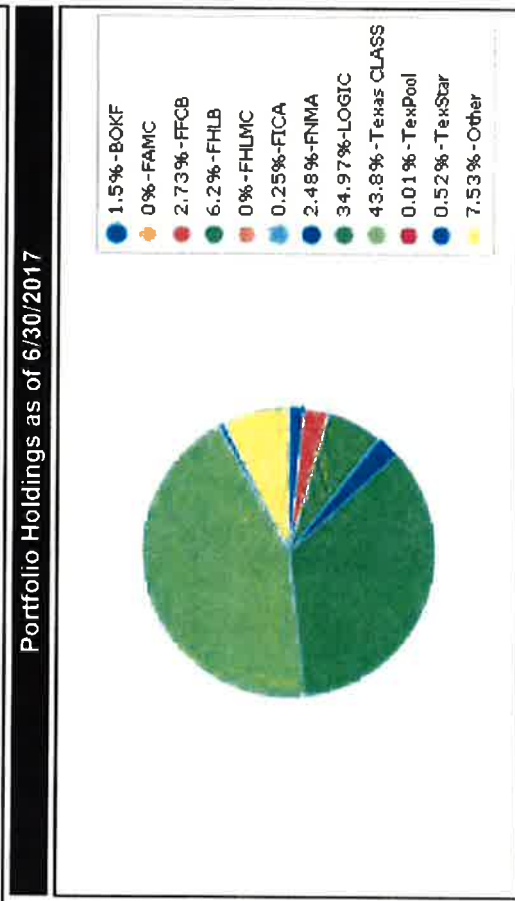
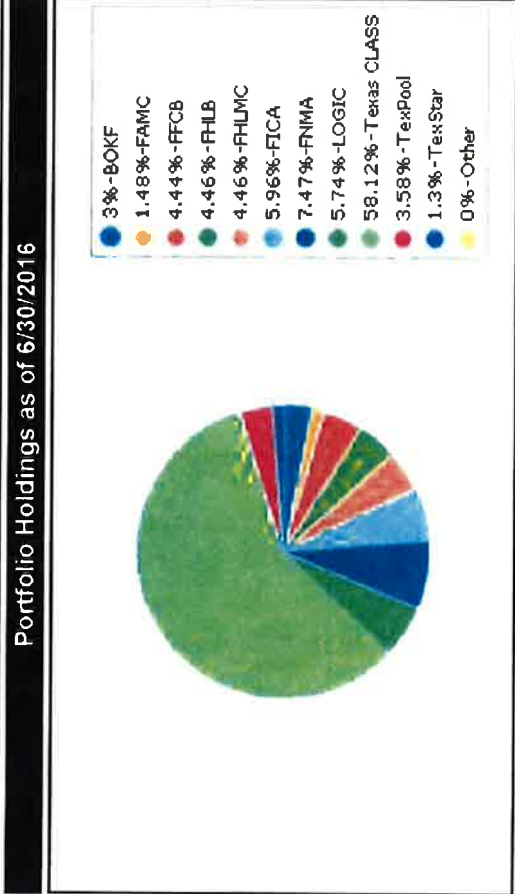
Mutual Fund - \$23,622.95  
 US Treasury - \$19,960,986.50



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

Begin Date: 6/30/2016, End Date: 6/30/2017

Issuer	Issuer Allocation		% of Portfolio 6/30/2017
	Market Value 6/30/2016	Market Value 6/30/2017	
BOKF	5,033,944.90	3,015,802.17	1.50
FAMC	2,487,225.00	0.00	0.00
FFCB	7,468,303.00	5,486,745.00	2.73
FHLB	7,491,073.00	12,467,159.80	6.20
FHLMC	7,491,650.00	0.00	0.00
FICA	10,013,716.66	504,091.24	0.25
FNMA	12,546,643.90	4,987,368.50	2.48
LOGIC	9,648,325.87	70,280,919.69	34.97
Texas CLASS	97,661,785.28	88,014,735.96	43.80
TexPool	6,011,994.23	23,775.46	0.01
TexStar	2,183,375.72	1,052,793.50	0.52
* Other	0.00	15,126,816.00	7.53
<b>Total / Average</b>	<b>168,038,037.56</b>	<b>200,960,207.32</b>	<b>100.00</b>



\*Municipal Bond - \$5,152,060.00

US Treasury - \$9,974,756.00

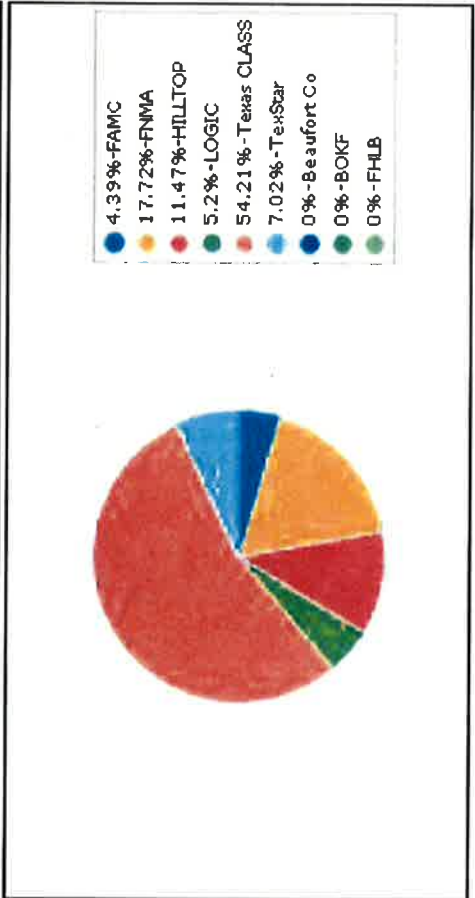


# Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking / Debt Service Fund

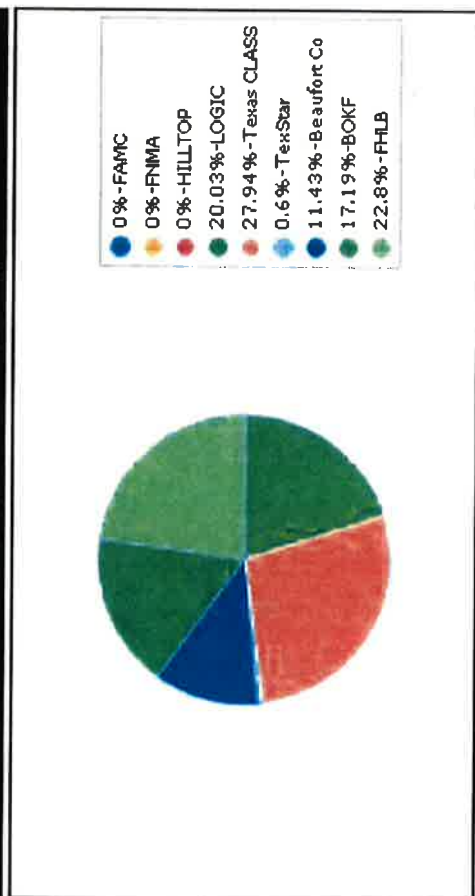
Begin Date: 6/30/2016, End Date: 6/30/2017

Issuer Allocation			
Issuer	Market Value 6/30/2016	% of Portfolio 6/30/2016	Market Value 6/30/2017
FAMC	2,487,225.00	4.39	0.00
FNMA	10,040,600.00	17.72	0.00
HILLTOP	6,500,000.00	11.47	0.00
LOGIC	2,944,567.97	5.20	8,764,403.76
Texas CLASS	30,718,135.22	54.21	12,224,499.54
TexStar	3,977,944.73	7.02	263,346.77
Beaufort Co	0.00	0.00	5,002,000.00
BOKF	0.00	0.00	7,520,229.45
FHLB	0.00	0.00	9,973,927.50
<b>Total / Average</b>	<b>56,668,472.92</b>	<b>100.00</b>	<b>43,748,407.02</b>

Portfolio Holdings as of 6/30/2016



Portfolio Holdings as of 6/30/2017

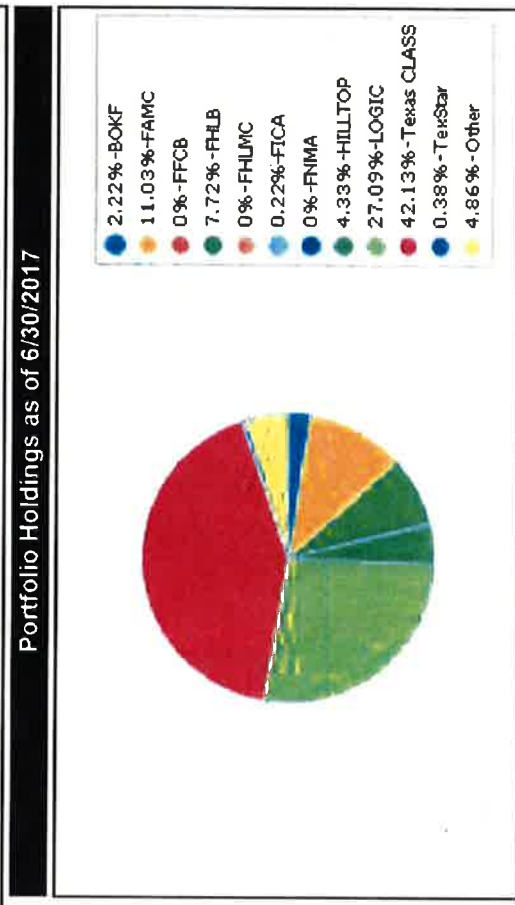
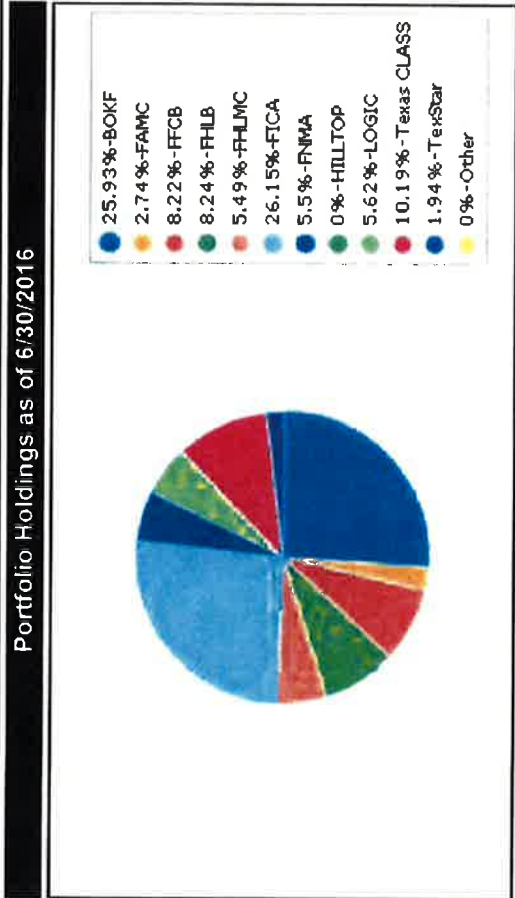




# Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP: BOND FUND

Begin Date: 6/30/2016, End Date: 6/30/2017

Issuer	Issuer Allocation		Market Value 6/30/2017	% of Portfolio 6/30/2017
	Market Value 6/30/2016	% of Portfolio 6/30/2016		
BOKF	23,572,099.62	25.93	5,026,336.99	2.22
FAMC	2,487,225.00	2.74	24,949,472.50	11.03
FFCB	7,468,303.00	8.22	0.00	0.00
FHLB	7,491,073.00	8.24	17,468,053.00	7.72
FHLMC	4,989,050.00	5.49	0.00	0.00
FICA	23,771,438.20	26.15	507,341.64	0.22
FNMA	5,002,725.00	5.50	0.00	0.00
HILLTOP	0.00	0.00	9,800,396.84	4.33
LOGIC	5,104,778.86	5.62	61,258,430.94	27.09
Texas CLASS	9,259,779.64	10.19	95,259,486.46	42.13
TexStar	1,761,317.08	1.94	867,624.18	0.38
* Other	0.00	0.00	10,993,754.76	4.86
<b>Total / Average</b>	<b>90,907,789.40</b>	<b>100.00</b>	<b>226,130,397.31</b>	<b>100.00</b>



\*PFM Asset Management - \$1,007,524.26

US Treasury - \$9,986,230.50



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

Date: 6/30/2017

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating	Days To Call/Maturity Duration To Maturity
<b>CIP-2007 Bond Fund</b>								
Texas CLASS LGIP			981,770.81	100.00	981,770.81	0.21%	S&P-AA+	1
TXCLASS0004	981,770.81	1.17	981,770.81	1.17		0.00	NR	0
<b>Sub Total CIP-2007 Bond Fund</b>	<b>981,770.81</b>	<b>1.17</b>	<b>981,770.81</b>	<b>1.17</b>		<b>0.21%</b>		<b>1</b>
<b>CIP-2013 BOND</b>								<b>0</b>
BOKF 0.68 9/21/2017			5,026,336.99	100.00	5,026,336.99	1.05%	NR	83
CDARS3402	5,026,336.99	0.68	5,026,336.99	0.68	0.00	0.00	NR	0.22
FAMC 0.99 1/9/2018			25,000,000.00	99.80	24,949,472.50	5.24%	Moody's-Aaa	193
3132X0MU2	25,000,000.00	0.99	25,000,000.00	1.38	117,562.50	-50,527.50	S&P-AA+	0.52
FHLB 0.75 8/28/2017			10,006,600.00	99.91	9,991,351.00	2.1%	Moody's-Aaa	59
3130A6ZS5	10,000,000.00	0.68	10,001,135.28	1.27	25,000.00	-9,784.28	S&P-AA+	0.16
FHLB 0.875 3/19/2018			7,493,972.42	99.69	7,476,702.00	1.57%	Moody's-Aaa	262
3130A7CX1	7,500,000.00	0.95	7,495,961.06	1.31	18,411.46	-19,259.06	S&P-AA+	0.72
FICA MM			507,341.64	100.00	507,341.64	0.11%	NR	1
MM9057-CIP2013	507,341.64	0.78	507,341.64	0.78		0.00	NR	0
HILLTOP 0.83 12/14/2017			9,800,396.84	100.00	9,800,396.84	2.05%	NR	167
CDARS12252T1	9,800,396.84	0.83	9,800,396.84	0.83	0.00	0.00	NR	0.45
LOGIC LGIP			61,258,430.94	100.00	61,258,430.94	12.83%	NR	1
LOGIC13002	61,258,430.94	1.13	61,258,430.94	1.13		0.00	NR	0
PFM ASSET MANAGEMENT LGIP			1,007,524.26	100.00	1,007,524.26	0.21%	NR	1
1265-01	1,007,524.26	0.85	1,007,524.26	0.85		0.00	NR	0
Texas CLASS LGIP			13,429.86	100.00	13,429.86	0%	NR	1
TXCLASS4001	13,429.86	0.90	13,429.86	0.90		0.00	NR	0
Texas CLASS LGIP			94,264,285.79	100.00	94,264,285.79	19.75%	S&P-AA+	1
TXCLASS0007	94,264,285.79	1.17	94,264,285.79	1.17		0.00	NR	0



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

Date: 6/30/2017

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
TexStar LGIP TEXSTAR20130	867,624.18	2/20/2014	867,624.18	100.00	867,624.18	0.18%	S&P-AA+	1 0
T-Note 0.875 1/31/2018 912828UJ7	5,000,000.00	5/4/2017	4,992,578.13	99.81	4,990,664.00	1.05%	Moody's-Aaa S&P-AA+	215 0.58
T-Note 1 12/31/2017 912828N55	5,000,000.00	12/22/2016	5,003,900.00	99.91	4,995,566.50	1.05%	Moody's-Aaa S&P-AA+	184 0.5
<b>Sub Total CIP-2013 BOND</b>	<b>225,245,370.50</b>	<b>1.07</b>	<b>225,242,421.05</b>	<b>1.16</b>	<b>225,149,126.50</b>	<b>47.19%</b>		<b>51</b> <b>0.14</b>
<b>Food Service Fund</b>								
BOKF 0.68 9/2/2017 CDARS3518	1,005,267.39	9/22/2016	1,005,267.39	100.00	1,005,267.39	0.21%	NR	83 0.22
Texas CLASS LGIP TXCLASS0002	30.30	2/14/2012	30.30	100.00	30.30	0%	S&P-AA+	1 0
TexStar LGIP TEXSTAR15580	977.86	5/31/2010	977.86	100.00	977.86	0%	S&P-AA+	1 0
<b>Sub Total Food Service Fund</b>	<b>1,006,275.55</b>	<b>0.68</b>	<b>1,006,275.55</b>	<b>0.68</b>	<b>1,006,275.55</b>	<b>0.21%</b>		<b>83</b> <b>0.22</b>
<b>General Operating Fund</b>								
Beaufort Co 1.4 6/29/2018 074347F91	5,150,000.00	6/29/2017	5,150,000.00	100.04	5,152,060.00	1.08%	Moody's-MIG1 S&P-SP-1	364 1
BOKF 0.68 9/2/2017 CDARS3496	3,015,802.17	9/22/2016	3,015,802.17	100.00	3,015,802.17	0.63%	NR	83 0.22
FFCB 0 9/14/2017 313313LS5	5,500,000.00	9/19/2016	5,462,050.00	99.76	5,486,745.00	1.15%	Moody's-Aaa S&P-AA+	76 0.21
FHLB 0.875 3/19/2018 3130A7CX1	6,500,000.00	2/21/2017	6,494,776.10	99.69	6,479,808.40	1.36%	Moody's-Aaa S&P-AA+	262 0.72





# Fort Worth Independents School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 6/30/2017

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating	Days To Call/Maturity Duration To Maturity
FHLB 1.125 5/4/2018								
3130ABD52	6,000,000.00	5/4/2017 1.15	5,998,512.84 5,998,745.08	99.79 1.38	5,987,351.40 10,500.00	1.26% -11,393.68	Moody's-Aaa S&P-AA+	308 0.84
FICA MM								
MM9057-GO	504,091.24	2/8/2016 0.78	504,091.24 504,091.24	100.00 0.78	504,091.24	0.11% 0.00	NR NR	1 0
FNMA 0.875 2/8/2018								
3135G0TG8	5,000,000.00	5/4/2017 1.10	4,991,599.15 4,993,309.32	99.75 1.30	4,987,368.50 17,256.94	1.05% -5,940.82	Moody's-Aaa S&P-AA+	223 0.6
LOGIC LGIP								
LOGIC13001	70,280,919.69	9/25/2014 1.13	70,280,919.69 70,280,919.69	100.00 1.13	70,280,919.69	14.72% 0.00	NR NR	1 0
Texas CLASS LGIP								
TXCLASS0001	88,014,735.96	5/31/2010 1.17	88,014,735.96 88,014,735.96	100.00 1.17	88,014,735.96	18.44% 0.00	S&P-AA+ NR	1 0
TexPool LGIP								
TEXPOOL00001	23,775.46	6/30/2010 0.88	23,775.46 23,775.46	100.00 0.88	23,775.46	0% 0.00	S&P-AA+ NR	1 0
TexStar LGIP								
TEXSTAR11110	1,052,793.50	5/31/2010 0.86	1,052,793.50 1,052,793.50	100.00 0.86	1,052,793.50	0.22% 0.00	S&P-AA+ NR	1 0
T-Note 0.75 2/28/2018								
912828UR9	7,500,000.00	2/21/2017 0.91	7,487,826.90 7,492,048.22	99.69 1.21	7,476,972.75 18,548.10	1.57% -15,075.47	Moody's-Aaa S&P-AA+	243 0.67
T-Note 1 12/31/2017								
912828N55	2,500,000.00	12/22/2016 0.92	2,501,950.00 2,500,959.36	99.91 1.18	2,497,783.25 0.00	0.52% -3,176.11	Moody's-Aaa S&P-AA+	184 0.5
Sub Total General Operating Fund	201,042,118.02	1.12	200,978,833.01	1.17	200,960,207.32	42.11%		48
Interest & Sinking / Debt Service Fund						-55,460.60		0.13
Beaufort Co 1.4 6/29/2018								
074347F91	5,000,000.00	6/29/2017 1.40	5,000,000.00 5,000,000.00	100.04 1.36	5,002,000.00 194.44	1.05% 2,000.00	Moody's-MIG1 S&P-SP-1	364 1
BOKF 0.68 9/21/2017								
CDARS3461	2,513,168.49	9/22/2016 0.68	2,513,168.49 2,513,168.49	100.00 0.68	2,513,168.49 0.00	0.53% 0.00	NR NR	83 0.22



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

Date: 6/30/2017

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating	Days To Call/Maturity Duration To Maturity
BOKF 1.01 11/9/2017		5/11/2017	5,007,060.96	100.00	5,007,060.96	1.05%	None	132
CDARS0368	5,007,060.96	1.01	5,007,060.96	1.01	0.00	0.00	None	0.36
FHLB 0.875 3/19/2018		2/21/2017	4,995,981.61	99.69	4,984,468.00	1.05%	Moody's-Aaa	262
3130A7CX1	5,000,000.00	0.95	4,997,307.37	1.31	12,274.31	-12,839.37	S&P-AA+	0.72
FHLB 1.125 5/4/2018		5/4/2017	4,998,760.70	99.79	4,989,459.50	1.05%	Moody's-Aaa	308
3130ABD52	5,000,000.00	1.15	4,998,954.23	1.38	8,750.00	-9,494.73	S&P-AA+	0.84
LOGIC LGIP		12/2/2014	8,764,403.76	100.00	8,764,403.76	1.84%	NR	1
LOGIC13003	8,764,403.76	1.13	8,764,403.76	1.13	0.00	0.00	NR	0
Texas CLASS LGIP		5/31/2010	12,224,499.54	100.00	12,224,499.54	2.56%	S&P-AA+	1
TXCLASS0003	12,224,499.54	1.17	12,224,499.54	1.17	0.00	0.00	NR	0
TexStar LGIP		5/31/2010	263,346.77	100.00	263,346.77	0.06%	S&P-AA+	1
TEXSTAR33330	263,346.77	0.86	263,346.77	0.86	0.00	0.00	NR	0
Sub Total Interest & Sinking / Debt Service Fund	43,772,479.52	1.11	43,768,741.12	1.18	21,218.75	-20,334.10		127 0.35
<b>Internal Finance Fund</b>								
Beaufort Co 1.4 6/29/2018		6/29/2017	750,000.00	100.04	750,300.00	0.16%	Moody's-MIG1	364
074347F91	750,000.00	1.40	750,000.00	1.36	29.17	300.00	S&P-SP-1	1
FHLB 0.875 3/19/2018		2/21/2017	749,397.24	99.69	747,670.20	0.16%	Moody's-Aaa	262
3130A7CX1	750,000.00	0.95	749,596.10	1.31	1,841.15	-1,925.90	S&P-AA+	0.72
Texas CLASS LGIP		5/31/2010	2,461,371.26	100.00	2,461,371.26	0.52%	S&P-AA+	1
TXCLASS0005	2,461,371.26	1.17	2,461,371.26	1.17	0.00	0.00	NR	0
TexStar LGIP		5/31/2010	115,513.05	100.00	115,513.05	0.02%	S&P-AA+	1
TEXSTAR15640	115,513.05	0.86	115,513.05	0.86	0.00	0.00	NR	0
Sub Total Internal Finance Fund	4,076,884.31	1.16	4,076,281.55	1.22	1,870.32	-1,625.90		116 0.32
<b>Scholarships</b>								



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

Date: 6/30/2017

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating	Days To Call/Maturity Duration To Maturity
Beaufort Co 1.4 6/29/2018 074347F91	100,000.00	6/29/2017	100,000.00	100.04	100,040.00	0.02%	Moody's-MIG1	364
BOKF 0.68 9/21/2017 CDARS3534	100,526.75	1.40	100,000.00	1.36	3.89	40.00	S&P-SP-1	1
BOKF 1.4 12/2018 CDARS8493	100,526.75	9/22/2016	100,526.75	100.00	100,526.75	0.02%	NR	83
BOKF 1.4 12/2018 CDARS8493	408,942.11	0.68	100,526.75	0.68	0.00	0.00	NR	0.22
BOKF 1.4 12/2018 CDARS8493	408,942.11	4/16/2015	408,942.11	100.00	408,942.11	0.09%	NR	286
BOKF 1.4 12/2018 CDARS8493	408,942.11	1.00	408,942.11	1.00	0.00	0.00	NR	0.78
FHLB 0.875 3/19/2018 3130A7CX1	250,000.00	2/21/2017	249,799.08	99.69	249,223.40	0.05%	Moody's-Aaa	262
FHLB 0.875 3/19/2018 3130A7CX1	250,000.00	0.95	249,865.37	1.31	613.72	-641.97	S&P-AA+	0.72
Nationwide-Highmark Bond HIGHMARK857	2,211.89	4/19/2002	23,446.00	10.68	23,622.95	0%	NR	NR
Nationwide-Highmark Bond HIGHMARK857	2,211.89	4/19/2002	23,446.00	10.68	23,622.95	176.95	NR	NR
Texas CLASS LGIP TXCLASS0008	304,473.98	4/24/2014	304,473.98	100.00	304,473.98	0.06%	S&P-AA+	1
Texas CLASS LGIP TXCLASS0008	304,473.98	1.17	304,473.98	1.17	0.00	0.00	NR	0
TexStar LGIP TEXSTAR44440	22,372.16	5/31/2010	22,372.16	100.00	22,372.16	0%	S&P-AA+	1
TexStar LGIP TEXSTAR44440	22,372.16	0.86	22,372.16	0.86	0.00	0.00	NR	0
Sub Total Scholarships	1,188,526.89	1.04	1,209,560.08	1.11	1,209,201.35	0.24%		192
Sub Total Scholarships	1,188,526.89	1.04	1,209,560.08	1.11	1,209,201.35	-425.02		0.52
TOTAL PORTFOLIO	477,313,425.60	1.10	477,262,363.88	1.17	477,129,843.06	100.00%		58
TOTAL PORTFOLIO	477,313,425.60	1.10	477,262,363.88	1.17	477,129,843.06	-167,238.13		0.16

Interest Earnings by Fund Summary  
 July 1, 2016 thru June 30, 2017  
 (with comparative information)

Interest Earned Year to Date  
 July 1, 2016 - June 30, 2017

CIP2013 Bond	\$	1,950,316
General Operating	\$	2,063,806
Debt Service	\$	354,552
Internal Finance	\$	35,452
Food Service	\$	27,641
Scholarships	\$	9,822
CIP2007 Bond	\$	8,764
	\$	-
	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>4,450,354</b>

Interest Earned Year to Date  
 July 1, 2015 - June 30, 2016

CIP2013 Bond	\$	494,843
General Operating	\$	804,664
Debt Service	\$	132,327
Internal Finance	\$	14,488
Food Service	\$	18,195
Scholarships	\$	6,484
CIP2007 Bond	\$	6,954
	\$	-
	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>1,477,955</b>

Variance

CIP2013 Bond	\$	1,455,473
General Operating	\$	1,259,142
Debt Service	\$	222,225
Internal Finance	\$	20,964
Food Service	\$	9,445
Scholarships	\$	3,338
CIP2007 Bond	\$	1,811
	\$	-
	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>2,972,398</b>

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

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

**BACKGROUND:**

Hurricanes along the Gulf Coast of Texas and Louisiana have caused untold human suffering and enormous amounts of property damage over the years. The state of Texas, through the Division of Emergency Management, has contingency plans in place to help ease the suffering of residents living along the coast.

Fort Worth/Tarrant County is considered a major relocation area to receive evacuees from the Houston/Galveston areas should an evacuation order be issued. To accomplish this task in an orderly manner, a reception point or “shelter hub” is needed to receive and distribute evacuees to shelters set up in the City of Fort Worth and other cities within Tarrant County.

Wilkerson-Greines Activity Center, due to its close proximity to Interstate 20 and large parking lots, has been identified as the primary reception point for the city and Billingsley Field House as the secondary center if the primary is not available.

This agreement would allow the City of Fort Worth Emergency Management Office to use Wilkerson-Greines as a “shelter hub” only.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve ratification of Interlocal Agreement between Fort Worth ISD and the City of Fort Worth.
2. Decline to Approve ratification of Interlocal Agreement between Fort Worth ISD and the City of Fort Worth.
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve ratification of Interlocal Agreement between Fort Worth ISD and the City of Fort Worth.

**FUNDING SOURCE**

*Additional Details*

General Fund

Reimbursable funds from any applicable governmental entity for costs incurred for use of the facility, if needed.

**COST:**

There is no on-going cost. It is expected that daily custodial services should manage any needs at the center.

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All FWISD schools and departments.

**RATIONALE:**

This collaboration between the District and City will enable the city to fulfill their state requirement to provide shelter in our community during a hurricane event along the Gulf Coast.

**INFORMATION SOURCE:**

Art Cavazos  
Sammy Monge

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

This **INTERLOCAL AGREEMENT** is made and entered into by and between the **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas, located within Tarrant, Denton, Parker, and Wise Counties, Texas (hereinafter referred to as "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, (hereinafter referred to as "FWISD").

**RECITALS**

The City and FWISD hereby agree that the following statements are true and correct and constitute the basis upon which the City and FWISD have entered into this Agreement:

**WHEREAS**, this Agreement is made under the authority granted by pursuant to Chapter 791 of the Texas Government Code; and

**WHEREAS**, the City of Fort Worth desires to participate and join with other local governments in a cooperative interlocal agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and government purposes, needs, objectives, programs, functions and services; and

**WHEREAS**, each governing body, in performing government functions or in paying for the performance of government functions hereunder, shall make the performance that performance or those payments from current revenues legally available to that party; and,

**WHEREAS**, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and that each has the legal authority to perform and to provide the government function or service which is the subject of this Agreement; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the City Council for Fort Worth and the Fort Worth Independent School District Board of Trustees have determined that the Wilkerson-Greines Activity Center ("Wilkerson-Greines" ), located at 5201 C.A. Roberson St., Fort Worth, Texas, will be used as a "Shelter Hub", including but not limited to evacuee intake, processing, and sheltering, in support

of shelter operations in this area during a local state of disaster or a local state of emergency, civil or otherwise, as well as during any continuations or renewals thereof; and

**WHEREAS**, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees have also determined that the Farrington Field facility, Jack Billingsley Field House ("Farrington Field"), located at 1400 Foch St., Fort Worth, Texas, may be used as an alternate location for the "Shelter Hub" in the event Wilkerson-Greines cannot be used; and

**WHEREAS**, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees agree that making these facilities available as a Shelter Hub will be in the best interest of the City, FWISD, Tarrant County and other municipal parties in this area;

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

### **SECTION 1 PURPOSE**

**1.01** The purpose of this Agreement is to allow the City to utilize Wilkerson-Greines or Farrington Field as a Shelter Hub in the event of a large scale evacuation in some other area that causes a large number of evacuees to come into this area. In an event such as this, it is essential that the evacuees be distributed as fairly as possible throughout the area to prevent particular hardship on certain communities.

### **SECTION 2 TERM AND TERMINATION**

**2.01** This Agreement becomes effective when the last party to this Agreement signs it. The term of this Agreement will be for a period of one-year and it will automatically renew for five (5) one (1) year periods, for a total of six years.

**2.02** This Agreement may be terminated by the City immediately for certain Homeland Security alerts, as provided by Section 9 herein; otherwise, it may be cancelled by either party at any time, with or without cause, by giving thirty (30) days written notice to the other party, as further provided by Section 7 herein.

### **SECTION 3 DISASTER OR EMERGENCY**

**3.01** FWISD agrees that it will make the Shelter Hub available to the City when the City, in its sole discretion, declares a local state of disaster or a local state of emergency, civil or otherwise ("disaster" or "emergency"), exists, as well as during any continuations or renewals thereof.



**SECTION 4**  
**OBLIGATIONS OF PARTIES**

**4.01** Each governing body paying for the performance of government functions hereunder shall make those payments from current revenues legally available to that party.

**4.02** At all times during this Agreement, FWISD agrees to:

- A. Keep Wilkerson-Greines or Farrington Field in operational awareness in preparation of the activation of this Agreement.
- B. Provide the following:
  - a. Maintenance personnel for the facility;
  - b. Access to the internet (wireless or hardwire);
  - c. In-house security for access control to facility and command center;
  - d. A facility point of contact and contact information; and
  - e. An individual to work in the Shelter Hub command post with decision-making ability.
- C. Seek reimbursement from any applicable governmental entity to pay for costs incurred for use of the Shelter Hub facility during the activation of this Agreement, with the exception of those costs agreed to by the City in writing for use of the Shelter Hub facility.
- D. Grant the City the right to gain access to and enter the facility for the purpose set under the terms and conditions of this Agreement. Such grant of access is not a waiver of liability under this Agreement, including Section 4.03
- E. Be responsible for the acts and negligence of its officials, officers, agents, employees or volunteers, to the extent allowed under local, state, or federal law.

**4.03** At all times during this Agreement, the City agrees to:

- A. Give FWISD as much advance notice as practicable for the need to use the Shelter Hub facility in accordance with this Agreement.
- B. Occupy and maintain operational control of the Shelter Hub facility during the activation of this Agreement, provided that City may use non-profits such as Red Cross to assist in or perform the operations or management of the Shelter Hub.
- C. Maintain security over the parking area and the Shelter Hub facility.
- D. Supply and arrange for materials, equipment, supervision, and personnel necessary for staffing, security, crowd control and other tasks except as described in Section 4.02.
- E. Be responsible for the acts and negligence of its officials, officers, agents, employees or volunteers, to the extent allowed under local, state, or federal law.

**SECTION 5**  
**INDEPENDENT CONTRACTOR**

- 5.01** 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 obligations 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. The City shall not be responsible under the Doctrine of Respondeat Superior for the acts and omissions of FWISD, its officers, members, agents, employees, or assigns.
- 5.02** 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 exclusive control of, and exclusive right to control the obligations 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 acts and omissions of the City, its officers, members, agents, employees, or assigns.

**SECTION 6**  
**CLAIMS, WAIVER OF IMMUNITY**

- 6.01** FWISD and the 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 the City agree to make its officers, agents, and employees available at all reasonable times for any statements and case preparation necessary for the defense of any claims or litigation for which the other party may be responsible hereunder.
- 6.02** 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.
- 6.03** 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.
- 6.04** 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.

**SECTION 7**  
**NOTICES**

- 7.01** 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, or

(iii) sending by telecopy, with a copy thereof sent by registered mail on the same day. If notice is deposited in the mail pursuant to (ii) or (iii) of this Section, it will be effective upon receipt or refusal. For the purpose of notice, the addresses of the parties are, until changed as provided below, as follows:

City:  
City of Fort Worth  
200 Texas Street  
Fort Worth, TX 76102  
817-392-6170

FWISD:  
Fort Worth Independent School District  
100 N. University Drive  
Fort Worth, TX 76107  
TEL.: 817-871-3104

**7.02** However, the parties may from time to time change their respective addresses, and each shall have the right to specify as its address any other address upon at least ten days written notice to the other party, as described in Section 7.01.

**7.03** In the event of a disaster or an emergency, as defined in Section 3, immediate contact to each party shall be by telephone or cellular phone with a follow-up in writing to the parties' addresses identified in 7.01.

## **SECTION 8 FORCE MAJEURE**

**8.01** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restriction, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances is similar to any or those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

## **SECTION 9 HOMELAND SECURITY**

**9.01** If the United States Department of Homeland Security issues a relevant National Terrorism Advisory System Alert, the City, in its sole discretion, may terminate the Agreement effective immediately by telephoning FWISD at the telephone number listed in Section 7.01 and by sending written notice to FWISD when circumstances allow.

**SECTION 10  
NONDISCRIMINATION**

- 10.01** 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 race, age, gender, religion, color, sexual orientation, national origin, or disability.

**SECTION 11  
WAIVER OF DEFAULT**

- 11.01** 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.

**SECTION 12  
APPLICABLE LAW**

- 12.01** This Agreement shall be construed in accordance with the laws of the State of Texas.
- 12.02** Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this contract and agreement, venue for said action shall lie in City of Fort Worth, Texas or the Federal Court of the Northern District of the State of Texas.

**SECTION 13  
SOLE AGREEMENT**

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

**SECTION 14  
SUCCESSORS AND ASSIGNS**

- 14.01** The CITY and FWISD shall not assign or otherwise transfer its rights and obligations under this Agreement except with prior written consent of the other party, and any prohibited assignment or transfer shall be null and void.

**SECTION 15  
AMENDMENT**

- 15.01** Except as stated in Sections 2.02 and 9.01 and as otherwise specifically provided in this Agreement, 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.

**SECTION 16  
PARTIES BOUND**

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

**SECTION 17  
SEVERABILITY OF PROVISIONS**

**17.01** If any of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SECTION 18  
SECTION HEADINGS**

**18.01** The headings in this Agreement are inserted for reference only, and shall not define or limit the provisions hereof.

**SECTION 19  
SIGNATURE AUTHORITY**

**19.01** The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed duplicate counterparts of the Agreement and any attachments and exhibits, each of which shall be considered an original.

**CITY OF FORT WORTH**

**FORT WORTH INDEPENDENT  
SCHOOL DISTRICT**

\_\_\_\_\_  
**DAVID COOKE**

  
\_\_\_\_\_  
**President, Board of Trustees**

\_\_\_\_\_  
Date Signed

9-5-17  
\_\_\_\_\_  
Date Signed

**ATTEST:**

**ATTEST**

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

  
\_\_\_\_\_  
Secretary, Board of Trustees

**APPROVED AS TO FORM  
AND LEGALITY**

**APPROVED AS TO FORM  
AND LEGALITY**

\_\_\_\_\_  
Sr. Assistant City Attorney

 9/11/17  
\_\_\_\_\_  
FWISD Attorney

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

**TOPIC: APPROVAL OF REAL ESTATE SERVICE PROVIDERS**

**BACKGROUND:**

Real Estate services to be used on an “as -needed” basis. These firms are necessary for the purchase, sale, leasing, appraisal, and other services as necessary for real property that the District has an interest. Staff recommends qualifying all firms at this time.

Actual selection of a firm will be made at the time of need and the actual property and service needed. Firm selection will be made in accordance with Texas Government Code 2254.004. The District will first select the most qualified provider of real estate services on the basis of demonstrated competence and qualifications; and then attempt to negotiate with that provider a contract at a fair and reasonable price. These services will be from the date of Board approval for five years.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Real Estate Service Providers
2. Decline to Approve Real Estate Service Providers
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Real Estate Service Providers

**FUNDING SOURCE**

*Additional Details*

General Fund

**COST:**

**VENDOR:**

Arbrook Realty Group\*  
CBRE, Inc.  
Empresario Real Estate Services\*  
JLL Valuation and Advisory Services  
Pyles Whatley Corporation  
Realty of Texas  
Transwestern Commercial Services  
WestOver Group

**PURCHASING MECHANISM**

Bid/RFP/RFQ  
Proposal Statistics  
Number: 18-008/A  
Number of Proposals received: 8  
HUB Firms: 2\*  
Compliant proposals: 8

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Maintenance and Operations

**RATIONALE:**

These services will enable the district to acquire real estate services necessary for the needs of the district.

**INFORMATION SOURCE:**

Art Cavazos



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

**TOPIC: APPROVE COMMERCIAL REAL ESTATE COMPANY TO NEGOTIATE AND PROVIDE PROFESSIONAL SERVICES REGARDING PURCHASE OF PROPERTIES NEEDED FOR NEW TANGLEWOOD ELEMENTARY SCHOOL**

**BACKGROUND:**

On June 27, 2017 the Board granted approval for the superintendent to negotiate and make an original offer for the purchase of land for the new Tanglewood campus. Approval is now sought for Mack House, co-founder and principal of the commercial real estate company, The Westover Group, to provide professional services in locating sites and in providing input to assist the District in site determination and acquisition for this new school at a charge of 2.5% of the land price/s. The appraised values of these parcels, actual purchase prices and exact dollar amount of the fees are not known at this time, as we are in the very early stages of procurement. However, a purchase order request for these appraisals has been initiated in order to start the process.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Commercial Real Estate Company to Negotiate and Provide Professional Services Regarding Purchase of Properties Needed for New Tanglewood Elementary School
2. Decline to Approve Commercial Real Estate Company to Negotiate and Provide Professional Services Regarding Purchase of Properties Needed for New Tanglewood Elementary School
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Commercial Real Estate Company to Negotiate and Provide Professional Services Regarding Purchase of Properties Needed for New Tanglewood Elementary School

**FUNDING SOURCE**

*Additional Details*

General Fund

**COST:**

Actual Cost Not Known at this Time

**VENDOR:**

The Westover Group

**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**

District Operations  
Tanglewood Elementary School

**RATIONALE:**

Land purchase negotiations and timely professional real estate advice are necessary to ensure timely and efficient property procurement for the new Tanglewood Elementary School site.

**INFORMATION SOURCE:**

Dr. Kent Scribner  
Art Cavazos

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

**TOPIC: APPROVAL OF MINUTES OF THE APRIL 17, 2017 CITIZENS'  
OVERSIGHT COMMITTEE MEETING**

**BACKGROUND:**

The Board of Education established a Citizens' Oversight Committee (COC) to monitor the District's Capital Improvement Program and to advise the Superintendent and the Board on any Program issues. The minutes from the April 17, 2017, have been reviewed and approved by the COC members.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Approval of Minutes of the April 17, 2017 Citizens' Oversight Committee Meeting
2. Decline to Approve Approval of Minutes of the April 17, 2017 Citizens' Oversight Committee Meeting
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Approval of Minutes of the April 17, 2017 Citizens' Oversight Committee Meeting

**FUNDING SOURCE**

***Additional Details***

No Cost

**COST:**

No Cost

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**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

**RATIONALE:**

On December 17, 2013, the Board approved the establishment of the Citizens' Oversight Committee. The COC is composed of 15 members who will monitor the 2013 CIP and advise the Superintendent and Board members of any issues.

**INFORMATION SOURCE:**

Vicki D. Burris  
Ana Perez

## Citizens' Oversight Committee Meeting Notes

<b>Date:</b>	April 17, 2017	<b>Location:</b>	FWISD Board Complex Conference Room
<b>Prepared by:</b>	Ana Perez	<b>Project Name:</b>	2013 FWISD Capital Improvement Program
<b>Purpose:</b>	2013 Capital Improvement Program Citizens' Oversight Committee – Quarterly Update	<b>Meeting Start:</b>	6:00 P.M.
		<b>Meeting End:</b>	7:37 P.M.

**Attendees:**

**COC Members**

- Jason Brown
- Tammi Cauthen
- Molly Hyry
- Paul Johnson
- Isaac Manning – Chair
- Rosalinda Martinez
- Tim McKinney
- Jonathan Morrison
- Mike Schroeder
- Bert Williams

**Absent:**

- Bob Benda
- Jennifer Frank
- Travis Parmer
- Steven Poole

**FWISD**

- Danielle Aery – FWISD
- Vicki Burris – FWISD
- Art Cavazos – FWISD
- Dick Clardy – FWISD
- Kyle Davie – FWISD
- Courtney Garrett – FWISD
- Debra George – FWISD
- Gary Griffith – FWISD
- Ana Perez – FWISD
- Elsie Schiro – FWISD
- Dr. Kent P. Scribner – FWISD
- Aaron Stone - FWISD
- Christina Walk - FWISD

**AECOM / Staff**

- Luis Delgado
- Donnie Pham
- Wayne Warren

**Other Attendees**

Blair Boydston  
Chris Everett  
Stephanie R. Harvey

The following items were discussed:

## 1. CALL TO ORDER

COC member Bert Williams called the meeting to order at 6:00 p.m.

### **Approval of the Meeting Minutes**

The January 23, 2017 Meeting Minutes were unanimously approved by the committee.

## 2. DISCUSSION OF COMMITTEE REQUESTS FOR INFORMATION AND DISTRIBUTION OF WRITTEN RESPONSES

Response to Jonathan Morrison, COC Member, in regards to the Scope Change on September 9, 2014.

This action item requested Board approval to expand the option from solely field houses to athletic facilities, to include inside the fieldhouses such as girls athletics, coach offices among other items. This was to not just limit outside the field houses. This item was approved by the Board of Education.

## 3. 2013 CAPITAL IMPROVEMENT PROGRAM UPDATES

### **CIP Update (Dashboard)**

Luis Delgado provided handouts on the status of 2013 CIP. See Program-At-A-Glance handout for detailed information. Below are highlights of the report from January 1 to March 31, 2017:

#### **Overview**

- Van Zandt-Guinn ES students moved into their new school in February 2017
- Demolition of the underground building is expected to be complete by April 21
- The 20 classroom addition at Paschal HS opened to students after Spring Break
- All concrete foundation work is complete at I. M. Terrell Academy for STEM & VPA and the CMAR Firm is transitioning to structural steel erection
- Construction started on BP 019
  - Ridglea Hills ES
  - INA/ALA
  - Como ES
  - Western Hills ES
  - Western Hills Primary

#### **Scope**

- There are no changes in scope

### **Safety and Risk Management**

- No incidents to date since the last meeting in October 2016.

### **Schedule**

- This program is scheduled to go into 2018.
- The following schools have a kitchen/cafeteria related issue due to budget challenges. Due to this issue the projects are on hold.
  - Charles Nash ES
  - Versia Williams ES
  - Como Montessori
  - Morningside MS
  - Daggett ES
- Diamond Hill-Jarvis HS the Board recently approved a budget amendment to increase the budget to build a new fieldhouse. This project will go into 2018 due to scope revisions.
- Arlington Heights HS will have classroom additions and a new kitchen/cafeteria
- Polytechnic HS is having a change of scope from kitchen/cafeteria to classrooms

### **Procurement**

Upcoming CMAR Procurements:

- BP015 – Under negotiations
- BP056 – Under negotiations

### **Budget Update**

The current approved budget is \$359.9 M

- As of March 31, 2017 the commitments to date are \$275M, 76.6% and amount paid is 46.8%
- Cost to date is \$168,335,405

Follow up to Isaac Manning question regarding the burn rate per month across the program.

### **Burn Rate**

\$10 M per month

\$15 M Summer

\$10 M March/April/May

### **HUB Utilization**

The combined utilization is at 35.74%. See Program-at-a-Glance page 13 for detailed information. The percentage is above the 25% that was established by the district.

- Prime HUB Contracts 8.14%
- Sub HUB Contracts 27.60%

### **Look Ahead**

- Closeout of multiple bid packages are expected in 2<sup>nd</sup> Quarter 2017
- CIP is working with Child Nutrition Services on a plan for kitchen changeovers.
- CIP recommends having the next COC Meeting on August 28 to report on Summer projects and School Openings.

### **Contingency Report**

*\*\*Amounts are not exact, please see attached Contingency Report for accurate numbers. The amounts listed are based on the meeting discussion.*

- Current Total Contingency Balance as of April 11 is \$4,362,597
- Prop 1 balance is \$2.2 M this includes every project with the exception of VPA/STEM
- Prop 2 balance is \$2.1, Van Zandt-Guinn is now part of this proposition. No budget allocations have been completed for this proposition.

### **e-Builder Software**

Item was voted by the committee to move the discussion for the next meeting

### **Division of Technology**

Kyle Davie provided an update on the status of Technology with regards to the 2013 CIP. See Technology handout for additional information. Below are the highlights:

#### **Encumbrance Report**

This report includes all the project budgets. See page 1 of 5 of report for details. This first page shows the details for each project.

- The current Technology Program Encumbrance is \$62,988,698.91
- Balance is \$31,282,393.92

#### **Dig iN**

For detailed information. See page 4 of 5 on the Technology handout.

- There's a total of 21,166 students enrolled in the program, at 88%
- 614 have opted out of the program

#### **Laptop Refresh**

The next round of approximately 500 **Teacher Laptop Replacements** is due to start in fall of 2017

A total of 1,530 of Chromebooks have been installed, 40 campuses.

#### **Desktop Refresh**

See page 3 of 5 for information.

- As of 4/18/2017, DoT has completed the installation of 4,275 Desktop Computer installations for the year.

#### **Virtual Desktop Infrastructure (VDI)**

- As of 4/18/2017, DoT has completed the installation of 2,825 Desktop VDI units for the year.



### **Maintenance and Operations**

Art Cavazos, Chief of Maintenance and Operations, provided an update on the status of Prop 3 with regards to the 2013 CIP. See the handout for additional information. Below are the highlights:

Prop 3 is on schedule.

FWISD was awarded almost \$1.2 M. The award is for 20 propane buses and 6 delivery vehicles. The grant will pay about 50% of buses and the other 50% will be paid through CIP funds. About 13% of fleet will have alternative fuel.

\$1.2 M balance left in furniture and will probably be working with high schools, as they are being assessed.

### **Instrumental Music**

Dick Clardy, Instrument Music Director, provided an update on the status of Instrumental Music with regards to the 2013 CIP. See the handout for additional information. Below are the highlights:

- The Second Part Bid for string instruments has been presented to leadership was presented to the Board for approval on the January 24, 2017 Board Meeting and was approved.
  - Estimate of Second Part Bid was at \$340,000
- 75% of wind instruments have been delivered
- Three uniform bids will be presented to the Board in May, the bids will provide uniforms for the following schools:
  - Diamond Hill-Jarvis HS
  - Northside HS
  - O.D. Wyatt HS
- The Mariachi at Northside HS continues to grow and will be ordering more uniforms for this campus
- There is a total of 260 string instruments
- There is a total of 445 wind, brass, percussion instruments

### **Financial Overview**

Elsie Schiro, Chief Financial Officer, provided an overview on the status of 2013 CIP Financial Services

All bonds were sold in August 2016. Bonds repayment is tied to the asset, the time differentiates. Most of them are set for repayment for less than 7 years.

- 77% have been spent or committed to date
- \$84 M are left to finalize the 2013 CIP projects
- \$35 M in contingency

### Contingency Summary

Prop I Contingency Balance after April 11, 2017 is \$1,500,286

\*Estimates that contingency might be short by the end of the program, however, other funds will be coming in from other projects.

The Comparison and Contingency report is available for detailed information. Overview was presented during the CIP Update by Luis Delgado.

**\*\*Budget Summary Report is prepared with a one month delay due to monthly payroll posting schedule.** The Contingency and Comparison are reported through March 31, 2017. See handouts for detailed account information.

## 4. GENERAL DISCUSSION / ANNOUNCEMENTS

ENGAGE2LEARN PRESENTATION – Presented by Chris Everett  
*COC member Bob Benda serves in the Facilities Master Planning Committee*

Phase 1 – Community Vision  
Phase 2 – Educational Design  
Phase 3 – Learning Environment

\*Visit our COC webpage to view the document and listen to the presentation. The document will also be attached to the minutes for a quick reference.

### AECOM Additional Services Request

This item was voted to discuss at another meeting, this will allow the team to gather more information for the COC

### COC Board Update Presentation

The COC members suggested they present to the Board an annual report towards the end of November 2017.

## 5. FUTURE MEETING CONFIRMATION

The next meeting will be held on August 28, 2017.

## 6. ADJOURNMENT

The meeting adjourned at 7:37 pm.

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Isaac Manning, Chairman                      Date

Cc: All attendees

AECOM Document Control

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

**TOPIC: RESOLUTION IN SUPPORT OF THE NOVEMBER 7, 2017 TRE OR  
“PENNY SWAP” ELECTION AND THE BOND ELECTION**

**BACKGROUND:** On August 15, 2017 and August 21, 2017, the Board of Education called elections for November 7, 2017, which will submit two propositions to voters for approval. Proposition A seeks voter authorization of a Tax Ratification Election – also called a TRE or “Penny Swap” tax rate authorization. Proposition B is a \$750 million bond proposal.

The school funding formula penny swap would allow the District to receive an additional \$23 million annually in state and local funding and would enable the District to launch its proposed bond improvement program with no increase in the current school tax rate. The “Penny Swap” election will also allowing funding of upgrades in technology and life cycle needs at almost all elementary and middle schools within the District.

The proposed \$750 million bond program was developed by a Long Range Facilities Master Plan advisory group made up of educators, parents, and community leaders. The group met over an extended period of time and looked at what District schools needed to meet the demands of a 21st century workplace, thus ensuring students in the District are college and career ready. If authorized, the bond program could address the significant growth in our city with the construction of new schools and additions, as well as improve aging facilities and complete deferred maintenance.

**DISTRICT GOALS:**

The Board and Superintendent have narrowed their focus on three areas in order to support the District’s mission of “Preparing all students for college, career, and community leadership.”

They are:

- Early literacy
- Middle years’ math
- College and Career-Ready Graduates

If passed, the bond package will pay for the proposed renovations of all comprehensive high schools in the District and will transform these campuses into learning centers, where – in addition to traditional areas of learning – the emphasis is on STEM and CTE spaces, science classrooms, expanded libraries, and collaboration and maker spaces to support “next-gen” instruction.

If passed, money from the TRE or Penny Swap will pay for increased technology instruction at every middle school and elementary school and increase the bandwidth and capacity in District high schools, which support achievement of the three Board and Superintendent goals.

**ALTERNATIVES:**

1. Approve the resolution in support of the November 7, 2017 TRE/Penny Swap Election and the Bond Election.
2. Decline to approve the resolution in support of the November 7, 2017 TRE/Penny Swap Election and the Bond Election.

**SUPERINTENDENT’S RECOMMENDATION:**

Matter of Board Discretion.

**FUNDING SOURCE:**

Not applicable.

**COST:**

Not applicable.

**RATIONALE:**

The District is expected to approach 90,000 students by 2020, and the proposed bond program addresses both growth needs (new schools & classrooms) and a critically needed educational upgrade for high schools in order to support the District’s commitment to having all Fort Worth ISD graduates be college and career ready.

The commitment of the District is to have all FWISD graduates be college and career ready. This is one of the three Board and Superintendent goals; the District has seen signs of success in the first two goals of early literacy and middle years’ math and desires to further enhance college and career preparedness through additional support.

If passed together, these two propositions will enable the District to maximize state funding while simultaneously presenting voters with a tax-rate-neutral bond solution. The school funding formula penny swap will allow the District to receive up to an additional \$23 million annually in state and local funding while enabling the District to launch its proposed bond improvement program with no increase in the current combined school tax rate.

Additionally, Proposition A could also allow the District to fund upgrades in technology as well as life-cycle and safety and security needs at all District elementary and middle school campuses.

**INFORMATION SOURCE:**

Barbara Griffith  
Elsie Schiro

**FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION  
RESOLUTION IN SUPPORT OF THE NOVEMBER 7, 2017 TRE OR  
“PENNY SWAP” ELECTION AND THE BOND ELECTION**

**WHEREAS**, the Fort Worth Independent School District’s Board of Education is committed to a course of action that will lead to all District graduates being college and career ready, including addressing areas of growth and ensuring District facilities have what they need to meet the demands of a 21st century workplace; and

**WHEREAS**, a diverse community-wide advisory group made up of educators, parents, and community leaders evaluated District campuses and their capacity to prepare students for success, and made recommendations in a 10-year Long-Term Facilities Master Plan, from which the proposed bond was devised; and

**WHEREAS**, the Fort Worth Independent School District’s Board of Education has ordered that two elections take place on November 7, 2017; Proposition A, which is a Tax Ratification or “Penny Swap” Election that would ratify the tax rate adopted by the Board of Education; and Proposition B, which would authorize the Board of Education to issue bonds to raise the necessary funds that could be used on the following school construction and improvements:

- a. the transformation of all comprehensive high schools in the District into learning centers, where – in addition to traditional areas of learning – the emphasis is on STEM and CTE spaces, science classrooms, expanded libraries, and collaboration and maker spaces to support “next-gen” instruction;
- b. essential life-cycle improvements, such as air-conditioning and plumbing, to the majority of District campuses, ensuring they serve the community for decades to come;
- c. the expansion of the District’s 1-to-1 technology program to middle school students and a 2-to-1 technology program for elementary students;
- d. improved technological bandwidth and capacity at all high schools and the expansion of that capacity to include the exterior environs of the campuses;
- e. a new relief campus for the Tanglewood Elementary attendance zone;
- f. renovations to common spaces at Waverly Park Elementary;
- g. land purchases for future schools with the knowledge that buying land now could serve as a hedge against inflation;
- h. the construction of a new Young Men’s Leadership Academy;
- i. the move of the Texas Academy of Biomedical Sciences – the District’s early college medical school – to the Trinity River campus of Tarrant County College;
- j. the expansion of the World Languages Institute to a new 6-12 campus at the site of the former Leonard 6th Grade Center;
- k. a fine arts addition at Carter-Riverside High School;
- l. additional instructional and rehearsal space for North Side High School’s nationally-recognized mariachi, Espuelas de Plata; and
- m. the construction of athletic facilities at Benbrook Middle-High School, the completion of a gymnasium at Paschal High School, and the construction of new facilities or various improvements to athletic facilities at every comprehensive high school in the District; and

**WHEREAS**, the Board of Education supports both propositions, because, if passed together, they would enable the District to maximize state funding and allow the District to present a tax-rate-neutral bond solution.

**THEREFORE, BE IT RESOLVED** by the Board of Education of the Fort Worth Independent School District that

1. The Board of Education unanimously supports the Tax Ratification Election or Penny Swap” election – Proposition A – that, if passed, will result in additional state and local funding to the District of up to \$23 million a year with no change in the current total tax rate;
2. The Board of Education unanimously supports the Bond Proposition – Proposition B – that, if passed, will authorize the Board of Education to issue bonds for the purpose of construction, renovation, acquisition and equipment of school buildings and facilities in the District and the purchase of necessary sites;
3. The Board of Education encourages all registered voters with the Fort Worth Independent School District to vote early or to cast their ballots during early voting between Monday, October 23 and Friday, November 3, or on November 7, 2017, and to vote FOR both Proposition A and Proposition B, the former ratifying the tax rate adopted by the Board of Education and the latter authorizing the Board of Education to issue bonds.

MOTION WAS MADE BY \_\_\_\_\_, SECONDED BY \_\_\_\_\_, that the resolution, above and foregoing, be adopted.

FOR \_\_\_\_\_  
AGAINST \_\_\_\_\_

The voting being recorded as outlined above, the Resolution is hereby adopted and approved on this 12<sup>th</sup> day of September, 2017.

\_\_\_\_\_  
TOBI JACKSON  
PRESIDENT, BOARD OF EDUCATION  
FORT WORTH INDEPENDENT SCHOOL  
DISTRICT

ATTEST:

\_\_\_\_\_  
ANAEL LUEBANOS  
SECRETARY, BOARD OF EDUCATION  
FORT WORTH INDEPENDENT SCHOOL DISTRICT