

*Board of Education  
Regular Meeting  
July 18, 2017*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on July 18, 2017 the Board of Education of the Fort Worth Independent School District will hold a Regular meeting beginning at 5:30 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice.

## FORT WORTH INDEPENDENT SCHOOL DISTRICT

### AGENDA

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

#### 2. PLEDGES

#### 3. RECOGNITIONS

- A. 6A State Tennis Championships
- B. Career & Technical Education (CTE) Students National Competition
- C. National Title for Gold Seal Program of Choice for Broadcast Journalism/Media Technology at Southwest High School

#### 4. PUBLIC COMMENT

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

#### 6. DISCUSSION OF AGENDA ITEMS

#### 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 5
  - 1. June 6, 2017 - Board Workshop 7
  - 2. June 20, 2017 - Special Meeting 10
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B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve the Procurement of Janitorial Supplies for the Child Nutrition Department for the 2017-18 School Year	23
2. Approve the Procurement of the Child Nutrition Services Cafeteria Employee Uniforms for the 2017-2018 School Year	34
3. Approve Phase IV; Replenishment of Classroom and Auditorium Pianos	36
4. Approve the Purchase of Dual Credit Textbooks for the 2017-18 School Year	51
5. Approve the Purchase of Dyslexia Intervention Training from Neuhaus Education Center for 2017-2018	54
6. Approve Datamax of Texas Printing/Copier Services for 2017-2018	61
7. Approve Purchase of National Norm Referenced Tests: Iowa Assessment/Logramos 3/Cognitive Abilities Test (CogAT)	68
C. Approval to Pay for the 2017-18 School Year Dual Credit Tuition	70
D. Approve Authorization to Initiate and Award Contracts for a Structured Primary Literacy Program	74
E. Approve the Renewal of the Interlocal Early College High School Agreement with the University of North Texas Health Science Center, University of North Texas, Tarrant County College District, Tarrant County College Trinity River Campus and Fort Worth ISD	78
F. Approve Workforce Solution of Tarrant County Contract with FWISD Office of Adult Education for the 2017-2018 Adult Education Program	84
G. Approve the Student Fees and Replacement Charges for 2017-2018 School Year	133
H. Approve the Proposed High School Course Changes for the 2018-2019 School Year	140
I. Approve First Amended Public-Private Partnership Guidelines	145
J. Approval of Contract Extension for Armored/Courier Services	172
K. Approve Memorandum of Understanding with Lakeshore Learning Materials	174
L. Approve Memorandum of Understanding (MOU) Between Youth Entrepreneurs, Inc. and Fort Worth Independent School District to Provide Entrepreneur Program in High Schools	179
M. Approval of the Memorandum of Understanding (MOU) Between the Fort Worth Independent School District (FWISD) and the Texas Juvenile Justice Department (TJJJC) for the Term of Three Years, Ending with the 2019-2020 School Year	187
N. Approve First Reading - Revisions to Board Policy EIC (LOCAL) "Academic Achievement: Class Ranking"	205
O. Approve Second Reading - Revisions to Board Policy CB (LOCAL), CDC (LOCAL), CL (LOCAL), FB (LOCAL), and FDC (LOCAL)	212
P. Approve the 2013 Capital Improvement Program Budget Amendment Transferring Funds from Completed Projects to FFE Contingency	247
Q. Approve Budget Increase for Bid Package 001B (RFCSP 16-013) in the 2013 Capital Improvement Program	253

R. Closeout of the Contract with Cadence McShane Construction Company, LLC for Bid Package 041 (RFCSP #15-034) and Authorization of Final Payment in the 2013 Capital Improvement Program	256
S. Approve Increase the Cost of Moving Services in the 2013 Capital Improvement Program	259
T. Approve Budget Amendment and Increase of Escrow Accounts with the City of Fort Worth, Texas to Pay Fees for the 2013 Capital Improvement Program	261
U. Approve the 2018 Audit Plan	267
V. Approve Ratification of Purchase for Student Uniforms for the Five Leadership Academies	278
W. Approve the Minutes for the February 28, 2017 and April 11, 2017 Audit Committee Meetings	281

**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 Administration Appointments
  - 2. Executive Director, PK-2 – Early Learning
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

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

**11. ACCEPT CONSENT AGENDA**

**12. ACTION ITEMS**

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

**13. ACTION AGENDA ITEMS**

A. Approve Lone Star Governance Quarter Two Self Evaluation	287
B. Approve Waiver to Board Policy EHBG (LOCAL) "Special Programs: Prekindergarten"	302

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

A. Bus Drivers - Dr. T.A. Sims

**15. ADJOURN**

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 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 June 6, 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 June 1, 2017, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:00 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 June 1, 2017 at 04:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING JUNE 6, 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 June 1, 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 June 1, 2017.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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1. 5:00 P.M. – CALL TO ORDER BOARD WORKSHOP – CONVENE IN BOARD CONFERENCE ROOM

Mr. Ramos called the meeting to order at 5:02 p.m.

Board Members present:

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

Administrators 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, Director of External & Emergency Communications  
Ramona Soto, Attorney

2. 2017-2018 Budget Update

Mrs. Schiro gave a presentation on the budgets.

3. DISCUSSION ON THE DEVELOPMENT OF BOARD CONSTRAINTS AND  
CONSTRAINT PROGRESS MEASURES AS PART OF LONE STAR GOVERNANCE

Mr. Monge provided the Board a handout entitled "Possible Board Constraints for the Superintendent", for their review and discussion.

The Board was asked to look over the information and to select three constraints for staff to work on and they will work on progress constraints for their approval. The following were selected:

2. The Superintendent shall not allow adult convenience or preference to take priority over the academic progress of our students.
4. The Superintendent shall not allow a negative student experience.
5. The Superintendent shall not allow a low level of campus staff satisfaction.

Staff will work on wording and bring back to the Board.

4. The meeting was adjourned at 6:17 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 June 20, 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 June 15, 2017, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:00 p.m. at the 2903 Shotts St., Fort Worth, Texas 76107. 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 June 15, 2017 at 05:00 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING JUNE 20, 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 June 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 June 15, 2017.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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1. 5:00 P.M. - CALL TO ORDER - BOARD ROOM

Mrs. Jackson called the meeting to order at 5:05 p.m.

The following Board Members were present:

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

Absent: T.A. Sims

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Sherry Breed, Chief of Equity & Excellence  
Vicki Burris, Chief of Capital Projects Capital Improvement Program  
Charles Carroll, Chief Academic Officer  
Art Cavazos, Chief of District Operations  
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, Director of External & Emergency Communications  
Ramona Soto, Attorney

2. PUBLIC COMMENT

Speakers:

Scott Blanco Davis

Steven Poole

3. 2017-2018 BUDGET UPDATE

Mrs. Schiro gave the budget report. The following topics were discussed:

2017- 2018

Revenue Planning Estimates

Expenditure Planning Estimates

2017-2018 Preliminary Budget by Function - 1% and 2% Salary Increase

2-Year Fund Balance Projections - 2% & 1% Salary Increases

Special Revenue Funds/2017-2018 Estimated Awards

Future Actions Under Consideration

2017-2018 Preliminary Budget; Debt Service Fund and Child Nutrition Fund

Next Steps:

6-27-17 - Budget Adoption

8-15-17 - Possible Special Meeting to Call Bond & TRE Election

8-22-17 - Tax Rate Adoption

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

The meeting was recessed at 5:50 p.m.

5. EXECUTIVE SESSION

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

B. Personnel Matters (Section 551.074)

C. Real Property (Section 551.072)

6. RECONVENE IN REGULAR SESSION - BOARD ROOM

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

7. ACTION ITEMS

1. Approve Board Member request to direct or require District employees to prepare the following reports per BBE (Local): \* Analysis of the District's Programs of Choice for 2017-18; \* Retire/rehire surcharge report; \* List of employees reassigned to lower pay grades; and \* Employee salary report.

Motion was made by Christene Moss, seconded by Ann Sutherland, to approve Board Member request to direct or require District employees to prepare the following reports per BBE (Local):

- \* Analysis of the District's Programs of Choice for 2017-18;
- \* Retire/rehire surcharge report;
- \* List of employees reassigned to lower pay grades; and
- \* Employee salary report..

The motion was unanimously approved.

8. ADJOURN

The meeting was adjourned at 7:04 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 June 27, 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 June 22, 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 June 22, 2017 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING JUNE 27, 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 June 22, 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 June 22, 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 5:30 p.m.

The following Board Members were present:

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

Absent: Jacinto Ramos  
Norman Robbins

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,  
Barbara Griffith, Senior Communications Officer  
Clint Bond, Director of External & Emergency Communications  
Ramona Soto, Attorney

2. PLEDGES

Clint Bond lead in the pledges.

3. CALL TO ORDER PUBLIC HEARING

- A. Public Hearing to Discuss the 2017-2018 Budget and Proposed Tax Rate for the General Fund, Debt Service Fund and Child Nutrition Fund

Elsie Schiro made a presentation regarding the proposed budgets.

(T. A. Sims arrived at 5:31 p.m.)

- B. Public Comment on the 2017-2018 Budget and Proposed Tax Rate for the General Fund, Debt Service Fund and Child Nutrition Fund

Speakers:

Steven Poole

Dr. Ann Sutherland

Christene Moss

Ashley Paz

4. CLOSE PUBLIC HEARING

Mrs. Jackson closed the public hearing and called the regular meeting to order.

5. RECOGNITIONS

- A. 6A State Tennis Championships

This recognition was postponed until the July 18th meeting.

6. PUBLIC COMMENT

Speakers:

Carlos Turcios

Scott Blanco-Davis

Lea Rodriguez

Sheila Polk

Barbara Walton

(Judy Needham arrived at 5:50 p.m.)

Norman Quigley  
LaJon Pemmix  
Alvin Gilbreath

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

The meeting was recessed at 6:08 p.m. and reconvened at 6:12 p.m.

8. DISCUSSION OF AGENDA ITEMS

There was no discussion.

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. June 13, 2017 - Regular Meeting

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

1. Approval of the Review 360, RTI-Response to Intervention/PBIS-Positive Behavior Intervention Support Solutions

2. Approve Purchase of Secondary Health Education Materials

3. Approve 2017-2018 Allocations for Fort Worth After School (FWAS) Full Service Providers (Local Funds)

4. Approve 2017-2018 Allocations for Fort Worth After School (FWAS) Full Service Providers (Special Revenue Funds)

5. Approve 2017-2018 Allocations for Fort Worth After School (FWAS) Partial Service Providers (Local and Special Revenue Funds)

6. Approve Commodity Processing and Commercial Purchasing Through Interagency Agreement Between Fort Worth ISD and Region 10 Multi-Regional Cooperative to Purchase Products for the 2017-2018 National School Lunch Program

C. Approval of Final 2016-2017 Budget Amendment for the General Fund, Debt Service Fund, and Child Nutrition Fund

- D. Approve Memorandum of Understanding Regarding Omnibus Truancy Reform Bill Per Texas Education Code Section 25.0916
- E. Approval of the Contract Between the Fort Worth Independent School District and Tarrant County for Juvenile Teaching Service for the 2017-2018 School Year
- F. Approval of the Memorandum of Understanding (MOU) Between the Fort Worth Independent School District (FWISD) and the Juvenile Justice Alternative Education Program (JJAEP) for the 2017-2018 School Year
- G. Approve Memorandum of Understanding Between Fort Worth ISD and Rainwater Charitable Foundation
- H. Approve Memorandum Of Understanding Regarding Retired Senior Volunteer Program (RSVP) - Cornerstone Assistance Network
- I. Approve Fort Worth ISD and Child Care Associates/Head Start Memorandum of Understanding
- J. Approve Teaching Trust Program Participation Agreement
- K. Approve Interlocal Agreement Between Fort Worth ISD and Tarrant County and Funds to Pave a Parking Lot at Carter-Riverside High School and a Parking Lot and Two Driveways at the FWISD Service Center III
- L. Approve Agreement with Tarrant County College District for Architectural Services Regarding TABS
- M. Approve First Amended Memorandum of Understanding Between Fort Worth ISD Education Foundation and Fort Worth Independent School District (ISD)
- N. Approve First Reading - Revisions to Board Policy CB (LOCAL), CDC (LOCAL), CL (LOCAL), FB (LOCAL), and FDC (LOCAL)
- O. Approve Second Reading (TASB Updates) - Revision to Board Policy BBE (LOCAL) and BEF (LOCAL)
- P. Approve Budget Amendment and Purchase of Furniture, Fixtures and Equipment (FF&E) for the 2013 Capital Improvement Program
- Q. Approve Authorization to Use Committed Fund Balance and to Amend the Prior Budget Amendment for Bid Package 066 (RFSCP17-066) in the 2013 Capital Improvement Program

- R. Approve the Minutes from the May 30, 2017 Board Policy Committee Meeting
  - S. Approve the Minutes for the March 6, 2017, March 27, 2017, April 24, 2017 and May 8, 2017 Racial Equity Committee Meetings
  - T. Approve FWISD Board Committees for the 2017-2018 School Year
10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
11. EXECUTIVE SESSION
- A. Seek the Advice of its Attorneys Concerning Pending or Contemplated Litigation or Other Matters that are Exempt from Public Disclosure Under Article X, Section 9 of the Texas State Bar Rules and as Authorized by Section 551.071 of the Texas Government Code.
  - B. Personnel Matters (Section 551.074)
    - 1. Campus Administrator Appointments
    - 2. Executive Director, External and Emergency Communications
    - 3. Executive Director, Network Services
    - 4. Senior Officer, Grants and Development
    - 5. Assistant Superintendent, Strategic Planning and Continuous Improvement
    - 6. General Counsel
  - C. Security Implementation (Section 551.076)
  - D. Real Property (Section 551.072)
12. RECONVENE IN REGULAR SESSION - BOARD ROOM
- The meeting was reconvened at 7:05 p.m.
13. ACCEPT CONSENT AGENDA

Motion was made by T.A Sims, seconded by Ann Sutherland, to approve CONSENT AGENDA.

The motion was unanimously approved.

14. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

No items were removed.

B. Personnel

Motion was made by Christene Moss, seconded by Anael Luebanos, to approve Personnel Appointments.

The motion was approved.

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

No: Ann Sutherland.

Personnel were introduced by Mrs. Karen Molinar and Dr. Cherie Washington

15. REPORTS/PRESENTATIONS

A. Facility Master Plan First Reading

Dr. Scribner made comments before Art Cavazos gave a presentation. The following administrators assisted:

Karen Molinar

Cherie Washington

Charles Carroll

Dr. Chris Everett, Educational Consultant

Todd Spore, Architect

John Shiver, Architect

Charles Carroll spoke regarding Learning Outcomes, Learner Profile and Learning Model.

Art Cavazos concluded the presentation and Dr. Scribner made closing remarks before Board comments.

16. ACTION AGENDA ITEMS

A. Approve the Adoption of Proposed 2017-2018 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund

Motion was made by Ashley Paz, seconded by T.A Sims, to approve the Adoption of Proposed 2017-2018 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund.

The motion was approved.

Yes: Anael Luebanos, Tobi Jackson, Christene Moss, T.A Sims, Judy Needham, and Ashley Paz.

No: Ann Sutherland.

B. Approve the First Reading of FWISD Facility Master Plan

Motion was made by T.A Sims, seconded by Ashley Paz, to approve the First Reading of FWISD Facility Master Plan.

The motion was approved.

Yes: Anael Luebanos, Tobi Jackson, Christene Moss, T.A Sims, Judy Needham, and Ashley Paz.

No: Ann Sutherland.

C. Approve Superintendent to Negotiate and Make an Original Offer for School Property West of South Hulen St. and Within Tanglewood Elementary School Boundary

Motion was made by T.A Sims, seconded by Judy Needham, to approve Superintendent to Negotiate and Make an Original Offer for School Property West of South Hulen St. and Within Tanglewood Elementary School Boundary.

The motion was unanimously approved.

D. Approve the Lone Star Governance Monitoring Calendar

Motion was made by Judy Needham, seconded by T.A Sims, to approve the Lone Star Governance Monitoring Calendar.

The motion was unanimously approved.

E. Approve the Lone Star Governance Board Constraints

Motion was made by Christene Moss, seconded by Anael Luebanos, to approve the Lone Star Governance Board Constraints.

The motion was unanimously approved.

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

There were no comments.

18. ADJOURN

The meeting was adjourned at 8:00 p.m.

/s/ Faye Daniels  
Board of Education

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE THE PROCUREMENT OF JANITORIAL SUPPLIES FOR THE CHILD NUTRITION DEPARTMENT FOR THE 2017-18 SCHOOL YEAR**

**BACKGROUND:**

Fort Worth ISD accepted Competitive Sealed Proposals for the procurement of Janitorial Supplies for the 2017-18 school year through RFP 17-093, Cleaning Compounds and Janitorial Supply. The criteria for evaluating the vendor responses included the following: the price, quality of vendor's goods/services, the extent to which the goods meet the district's needs, the vendor's relationship with the district and the references gathered from other school districts. The purchased goods from the awarded vendors will increase the efficiency of the cafeteria workforce, which will aid in providing efficient and exceptional service to the students. Vendors selected for the specific items are attached to this agenda. The amount is not to exceed \$100,000 for the 2017-2018 school year.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Procurement Of Janitorial Supplies For The Child Nutrition Department For The 2017-18 School Year
2. Decline to Approve The Procurement Of Janitorial Supplies For The Child Nutrition Department For The 2017-18 School Year
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve The Procurement Of Janitorial Supplies For The Child Nutrition Department For The 2017-18 School Year

**FUNDING SOURCE**

*Additional Details*

Food Service Fund

701-51-6319-001-999-99-540-000000



**COST:**

\$100,000

**VENDOR:**

Advantage Supply  
Byrne Brothers  
Complete Supply  
Empire Paper  
Interboro  
Pasco  
Pollock Paper Company  
Quality MRO  
Safeway  
Supply Works  
Unipak Corporation  
Last 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**

Child Nutrition Services - All sites

**RATIONALE:**

The approval of the purchase of the goods will enhance the work efficiency of the cafeteria staff to provide an exceptional service focused on the students.

**INFORMATION SOURCE:**

Art Cavazos  
Glenn Headlee

Evaluation of Vendor Responses on RFP 17-093

ITEM #	Product	Specifications	Packaging	Brand or Equivalent	Price	Unit	Volume per Year	Advantage Supply	Byrrre Bros	Complete Supply	Central Poly	Empire	Groupo	Interboro	Last Group	Pasco Disc	Pasco No disc	Pollock	Priority Resources	Quality MRO	Safeway	SupplyWorks	Unipak	Waste	Lowest Price	Vendor			
1	15 gallon trash bags	24" X 33", 6 microns	1000 per case	Elkay Plastics/HDN 2433	\$ 43.72	cs	1,000.00		23.30	15.16	11.80	17.68			11.98	11.29	14.80	20.00	21.86		11.39	12.60	14.30	11.22	30.05	11.22	Unipak		
2	20-24 gallon trash bags	30"W X 37" H, 8 microns	500 per case	Elkay Plastics/HDN 3037HD	\$ 38.48	cs	1,300.00		34.90	12.23	11.30	18.47			12.48	10.11	12.40	16.75	22.85		10.45	11.40	12.32	9.95	37.57	9.95	Unipak		
3	32-33 gallon trash bags	33"W X 40" ; 12 microns	500 per case	Elkay PlasticsHDN3 340HD	\$ 48.45	cs	1,200.00		36.50	21.81	17.95	26.28			17.82	18.05	22.10	27.30	32.50		18.88	20.60	11.13	15.25	45.93	11.13	SupplyWorks		
4	40-45 gallon trash bags	40"W X48" H; 13 microns	250 per case	Elkay Plastics/HDN 4048HD	\$ 46.46	cs	6,230.00		31.33	18.41	14.30	20.65			15.48	14.33	18.40	23.60	25.53		14.92	15.50	16.30	13.50	35.90	13.5	Unipak		
5	50-56 gallon trash bags	43" W X 47" H ; 1.2 mil	100 per case	Berry plastics 434730C	\$ 23.49	cs	1,830.00			21.22	14.90	22.10			12.32	14.18	14.70	19.85	28.71; 14.36 per case		14.77	16.10	15.72	14.35	43.42	12.32	Interboro		
6	60 gallon trash bags	38" W X 58" H, 17 microns	200 per case	Elkay Plastics/HDN 3858HD	\$ 37.35	cs	300.00		39.75	20.81	17.40				19.18	17.28	22.10	27.30	28.71		17.73	20.15	20.22	16.50	52.24	16.5	Unipak		
7	Alcohol, isopropyl 70%	16 oz ea	ea	Medline/MII MDS098003Z	\$ 2.89	ea	150.00																						
									3.81																	23.88 cs, \$1.99 ea	3.25	23.88	Pollock
8	Arm and Hammer Fridge and freezer odor absorber Baking soda	16 oz unscented	12/carton	Arm & Hammer/CDC 3320084011C	\$ 25.43	cn	300		11.54	16.01		17.04																	
9	Bags, paper	5-1/8" x 3-1/8" x 10-5/8"	50 count paper lunch bags	AJM LB24LAJ	\$ 1.39	pk	3,500.00		1.03	1.40									9.04		1.98	1.25					9.04	Pollock	
10	Battery Alkaline	9v, Duracell Procell	12/box	Duracell//5LE24	\$ 13.55	bx	150.00	13.19	90.85	13.55		13.90							17.14		9.36		15.00			9.36	Quality MRO		
11	Battery Alkaline	AA	24/box	Duracell//5LE23	\$ 14.80	bx	150.00	17.53	41.24	7.77		7.17							1.23		4.08		8.64			4.08	Quality MRO		
12	Battery Alkaline	AAA	24/box	Duracell//5LE25	\$ 14.79	bx	150.00	19.20	41.24	6.94		7.17							1.13		4.08		8.64			4.08	Quality MRO		
13	Battery Alkaline	C	12/box	Duracell//5LE22	\$ 13.68	bx	150.00	22.14	48.70	7.33		7.17							2.47		6.24		9.84			6.24	Quality MRO		
14	Battery Alkaline	D	12/box	Duracell//LE21	\$ 15.00	bx	150.00	24.10	63.70	9.98		11.57							4.84		9.17		11.64			9.17	Quality MRO		
15	Battery, lantern 6V alkaline	Coppertop Springtop		Duracell DURMN908	\$ 11.99	ea	100	8.29	31.70	17.15		12.87									7.61		5.50			5.5	SupplyWorks		
16	Blades, utility knife		15/pk	X-Acto 492	\$ 8.89	pk	20.00	3.27		3.46											8.75					3.27	Advantage Supply		
17	Bleach, Chlorine-Free	Free and Clear, 0% dyes and fragrances		Seventh Generation 64 fl oz	\$ 4.29	ea	700.00			35.00		2.55				3.00	3.00	25.70								2.55	Empire		
18	Blood borne pathogen cleanup kit			Renown 5128 or equivalent	\$ 18.74	kt	150.00		5.80	22.98		20.95									15.64		11.35			11.35	SupplyWorks		
19	Body fluid cleanup kit			North 552001 or equivalent	\$ 14.82	kt	150.00		11.70			19.02														19.02	Empire		

Evaluation of Vendor Responses on RFP 17-093

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20	Box cutters	2-7/16" blade retractable utility knife, 6" overall length, Aluminum handle	3 blades	Stanley 10-099	\$ 7.32	ea	300.00			6.43		38.19						0.49							0.49	Pollock
21	Broom handle, threaded (For Rubbermaid RCP9B11GRAC F)	60" L X 1-5/8" D; commercial lacquered wood threaded tip	12 per cs	Rubbermaid RCP6364	\$ 7.95	cs	20.00	198.87	25.85	55.44		3.37				21.80	29.40	26.64		2.48 ea, \$29.76 cs		25.80			21.8	Pasco Disc
22	Broom, Corn	natural corn fibers, heavy duty laquered pine handles, stained red	1 ea	Rubbermaid/FG638100RE D	\$ 19.44	ea	150.00	12.52	41.24	12.00		5.17				2.90	4.00	3.54	4.08	8.88		3.25			2.9	Pasco Disc
23	Broom, push handle sweep, block	24" X 3"	12 per carton	Rubbermaid/RCP9B11GRAC T	\$ 261.75	cs	20.00	198.87	97.90	206.67						89.60	105.70	109.44		117.88		8.36 ea, 100.32cs			89.6	Pasco Disc
24	Broom, Straw handle	46" handle black/yellow	6 per cs	Rubbermaid/FG638906BLA	\$ 73.19	ea	150.00	84.8, 14.13 ea	22.60	70.75		12.77				3.15	4.25	3.87	5.17	20.72		3.55			3.15	Pasco Disc
25	Brush, point 3-1/2" Nylon-polyester	3" Wall-Polyester/Nylon-Point Brush, Firm, for-All-Paint-&-Coatings	ea	Wooster-4473	\$ 22.44	ea	100.00																		#N/A!	#N/A
26	Brush, bowl and caddy	5-3/4" L X 5-3/4" W X 16-1/2" H	1 ea	Rubbermaid/FG689900	\$ 6.00	ea	150.00			2.72						0.80	2.00	0.99		4.33					0.8	Pasco Disc
27	Brush, Grout	6 brushes/case	1 case	Libman/LIB-0001R	\$ 18.69	cs	45.00			11.88cs, 1.96ea		1.61ea, 9.66cs				7cs, 1.16ea	14cs, 2.33ea			2.97					2.33	Pasco Disc
28	Brush, hand scrub	6" Iron handle polypropylene	Dozen	Rubbermaid/FG648200CO BLT	\$ 35.15	cs	20.00		10.40	34.20		2.37ea, 28.14cs				8.80	12.00	10.77		10.91		10.50			8.8	Pasco Disc
29	Brute containers	10 gallon	each	Rubbermaid/FG261000GR AY	\$ 13.11	ea	140.00	11.95	30.10	18.33		10.87				14.60	20.00	5.15	6.10	10.05		4.72			4.72	SupplyWorks
30	Brute containers	20 gallon	each	Rubbermaid/FG262000GR AY	\$ 20.37	ea	140.00	22.40	73.99cs, 12.33 ea	28.48		18.22				10.40	14.05	12.69	13.10	14.73		11.00			10.4	Pasco Disc
31	Brute containers	32 gallon	each	Rubbermaid/FG263200GR AY	\$ 31.46	ea	140.00	34.71	59.89cs, 9.98 ea	31.95		21.69				8.40	12.60	10.27	16.12	20.58		9.42			8.4	Pasco Disc
32	Brute containers	44 gallon	each	Rubbermaid/FG264300GR AY	\$ 46.76	ea	300.00	51.02	92.75cs, 23.18ea	56.49		34.74				19.55	26.40	23.85	24.08	29.13		20.66			19.55	Pasco Disc
33	Brute containers	55 gallon	each	Rubbermaid/FG265500GR AY	\$ 66.98	ea	300.00	92.67	71cs, 23.66ea	84.75		51.68				19.55	26.95	24.33	26.08	52.22		21.00			19.55	Pasco Disc
34	Bucket round	3 qt	1 ea	San Jamar/KP97R B	\$ 2.79	ea	300.00	38.97		48.29cs, 4.02ea						3.70	3.70								3.7	Pasco Disc
35	Bucket round	10 qt	1 ea	Rubbermaid/2963RED	\$ 12.25	ea	300.00	10.04	27.30 cs, 2.28ea	10.65		5.26				8.55	11.50	2.26		4.64		2.08			2.08	SupplyWorks

Evaluation of Vendor Responses on RFP 17-093

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36	Bucket, mop/wringer combo	35 qt with side press, Wavebreak	1 ea	Rubbermaid/75R088YL	\$ 89.60	ea	150.00	86.96	40.00	92.16		52.60				33.70	39.75	41.14	43.75			35.65			33.7	Pasco Disc
37	Cap, bouffant	24", white, non-woven	100/box; 10 boxes/case	Impact/7387 W24	\$ 68.44	cs	300.00		23.77	5.07 bx, 50.07cs		24.65			21.69	28.90	28.90	24.26		36.15	22.30				21.69	Last Group
38	Caulking guns	1/10 gal, ratchet rod cradle	ea	Newborn model 77	\$ 3.95	ea	150.00															3.47			3.47	SupplyWorks
39	Cleaner, glass	32 oz trigger spray bottle, blue, contains Ammonia-D, no phosphates	12 per pk	Windex 90135	\$ 105.60	pk	40.00			45.76		19.81cs, 1.65ea						18.49cs, 1.54ea		49.75					18.49	Pollock
40	Cleaner, toilet	32 oz	12 per pack	Lysol 74278	\$ 35.40	ea	300.00	32.97cs, 2.74ea	30.2cs, 2.51ea	37.88cs, 3.15ea		2.39ea, 28.68cs				4ea, 48cs	4ea, 48cs	38.03		30.23		3.40ea, 40.80cs			28.68	Empire
41	Cleanser, Powder	No bleach, dyes, natural cleanser	set of 24; 21 oz	BonAmi 04434	\$ 38.95	ea	50.00		19.45	25.31		21.69								22.04					21.69	Empire
42	Cloth, Microfiber	16" X16" 100 launderings with bleach blue	24/pk	Rubbermaid/RCP1820583	\$ 39.89	pk	280.00	26.90	6.50	29.34		11.11				12.35	16.65	15.08				13.20			12.35	Pasco Disc
43	Cooler	1 gallon, Red victory jug 8.41"X18.31"XW10.98"H	ea	Rubbermaid FG156006M0DRD	\$ 10.69	ea	100.00									16.15	16.15								16.15	Pasco Disc
44	Card, wash# 10	5/16", 100%, cotton, non-packaging		<del>Fiber 660-90402000396</del>	<del>\$ 26.00</del>	ea	<del>300.00</del>																		#NUM!	#N/A
45	Cut resistant gloves, Large	ANSI Level 4		G60 Kimberly Clark Jackson Safety™	\$ 7.58	ea	400.00	155.89		13.85						6.25	6.25	6.24							6.24	Pollock
46	Cut resistant gloves, Medium	ANSI level 2		G60 Kimberly Clark Jackson Safety™	\$ 7.58	ea	400.00			13.85						6.25	6.25	6.24							6.24	Pollock
47	Cut resistant gloves, X-Large	ANSI Level 3		G60 Kimberly Clark Jackson Safety™	\$ 7.58	ea	400.00			13.85						6.25	6.25	6.24							6.24	Pollock
48	Deskside Recycling containers	28-1/8 qt (7 gallon)	each	Rubbermaid/RCP295673BL	\$ 11.44	ea	150.00	7.35	44.7cs, 3.75ea	6.95		4.13			3.15	4.30	3.83					3.50			3.15	Pasco Disc
49	Deskside waste baskets	28-1/8 qt (7 gallon)	each	Rubbermaid/RCP295600GY	\$ 9.17	ea	420.00	6.27	39.50cs, 3.29ea	6.77					2.75	3.90	3.38		4.85			3.50			2.75	Pasco Disc
50	Disinfectant spray	Lysol 19 oz can	12 per case	Reckitt Benckiser 04675	\$ 105.40	cs	30.00	75.33	71.00	87.33		66.91			41.95	41.95	87.59		70.97			94.80			41.95	Pasco Disc
51	Disinfectant wipes	Lysol wipes, Lemon and lime blossom	3 canisters of 80 wipes; 240 wipes total	Reckitt Benckiser 84251	\$ 20.27	pk	6,130.00	15.98	21.20	27.15		25.79			43.65	54.50	17.40		10.84pk, 3.61ea			5.35ea, 16.05pk			10.84	Quality MRO
52	Dolly, quiet	20-55 gallon	1 ea	Rubbermaid/FG264043BLA	\$ 57.79	ea	150.00	72.45	26.70	76.25		48.24			11.25	14.00	13.77					12.20			11.25	Pasco Disc

Evaluation of Vendor Responses on RFP 17-093

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53	Dust mop kit	Red/green launderable mop with handle		Tough Guy LT2B8	\$ 61.69	ea	300.00			17.98								30.65		7.80					7.8	Quality MRO	
54	Dust mop liquid treatment		4- 1 gal pack per case	Betco DM120	\$ 105.10	cs	100.00			48.65		56.04			36.44	49.55	61.95	38.29		41.51						36.44	Last Group
55	Duster, Microfiber (luffy- handle)	Handle for the duster (REN03659-IB)	1 ea	Renown/REN 03658-IB	\$ 3.64	ea	300.00			6.89		24.67								7.69		3.88				3.88	SupplyWorks
56	Duster, Microfiber (luffy- head)	Duster, white	1 ea	Renown/REN 03659-IB	\$ 7.16	ea	300.00			5.89		7.86								4.11		2.59				2.59	SupplyWorks
57	Dustpan, Commercial Lobby Pro Upright w/Wheels	12 1/2", Polypropylene w/Vinyl Coat, Black	1 ea	Rubbermaid/RCP253100BK	\$ 23.45	ea	300.00		20.88	34.70		21.75		17.89		4.85	6.55	5.95	6.25	6.70		5.45			4.85	Pasco Disc	
58	Ear plug, foam			3M E-A-R Taperfit uncorded, 200 pairs	\$ 34.38	bx	75.00		25.74			29.35		11.69				24.69								11.69	Empire
59	Elastic wrap- Self adherent coban	4"X5 yd		3M 1584	\$ 6.03	ea	420.00																				
60	Emergency blanket, wall mountable - 70" X 82"			Lab Safety Supply 9KYDS or equivalent	\$ 104.25	ea	150.00																				
61	First aid - adhesive knuckle bandages	Meeting OSHA or ANSI standards		Afasco 0.464 or equivalent	\$ 8.62	ea	420.00			28.79																28.79	Complete Supply
62	First aid - burn ointment packets	Meeting OSHA or ANSI standards; single-use packets		Physicians Care no. 51014 or equivalent	\$ 4.02	ea	420.00					3.60														3.6	Empire
63	First aid - cold pack	Meeting OSHA or ANSI standards		Afasco 0.91 or equivalent	\$ 2.91	ea	420.00			7.99																7.99	Complete Supply
64	First aid - elastic large patch bandage refill= 2" X 3"	Meeting OSHA or ANSI standards		Afasco 468 or equivalent	\$ 11.64	ea	420.00											4.06								4.06	Pollock
65	First aid - elastic strip bandage refill= 1" X 3"	Meeting OSHA or ANSI standards		Afasco 466 or equivalent	\$ 9.08	ea	420.00																				
66	First aid - eye cups, disposable	Meeting OSHA or ANSI standards	case price	Afasco or equivalent	\$ 61.08	ea	140.00																			#NUM!	#N/A
68	First aid - Pain killer (Ibuprofen)		2pk, 50/box	Advil UPC# 305730154895	\$ 17.60	ea	150.00			10.49		12.41														10.49	Complete Supply
69	First aid - Pain killer (Tylenol)		2 pk, 50/box	Tylenol	\$ 18.00	ea	150.00			19.99		13.37														13.37	Empire

Evaluation of Vendor Responses on RFP 17-093

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67	First aid - Hydrogen peroxide 2oz bottle for cleaning wounds, minor cuts and scrapes; 3% solution	Meeting OSHA or ANSI standards		Water jel HP2-24 or equivalent	\$ 6.89	ea	280.00											2.14							2.14	Pollock	
70	First aid - sting relief pads	Meeting OSHA or ANSI standards		Afasco 0.315 or equivalent	\$ 3.95	ea	150.00					4.76													4.76	Empire	
71	First aid -1% Hydrocortisone cream for inflammation due to insect bites, poison ivy, rashes, 0.9 unit dose	Meeting OSHA or ANSI standards		Water jel WJHY 1800 or equivalent	\$ 5.89	ea	150.00																		#NUM!	#N/A	
72	First aid- 4 oz eyewash	Meeting OSHA or ANSI standards		Afasco 0.711 or equivalent	\$ 5.64	ea	150.00					4.11													4.11	Empire	
73	First aid- 5 oz antiseptic spray	Meeting OSHA or ANSI standards		Afasco 0.614 or equivalent	\$ 6.38	ea	150.00																		#NUM!	#N/A	
74	First aid- 5 oz burn septic spray	Meeting OSHA or ANSI standards		Afasco 0.611 or equivalent	\$ 8.76	ea	150.00																		#NUM!	#N/A	
75	First Aid Alcohol Pad Refills	Meeting OSHA or ANSI standards		Afasco 0.616 or equivalent	\$ 9.77	ea	150.00					3.67													3.67	Empire	
76	First aid- antibiotic packets, smart tab EZ refill	Meeting OSHA or ANSI standards		Afasco 605 or equivalent	\$ 7.53	ea	150.00					8.72													8.72	Empire	
77	First aid kit	25 person first aid kit, teal		North by Honeywell FAK25STL-CLSA	\$ 70.65	ea	150.00		25.65			32.45													14.17	Quality MRO	
78	First aid -refills gauze pads	Meeting OSHA or ANSI standards		Afasco 0.414 or equivalent	\$ 3.05	ea	150 ea																		#NUM!	#N/A	
79	First aid -small fingertip bandages	Meeting OSHA or ANSI standards		Afasco 0.462 or equivalent	\$ 8.70	ea	150.00																		#NUM!	#N/A	
80	Flash light	Industrial Economy LED flashlight, Required D alkaline batteries	1 ea	Energizer/125 1L	\$ 8.25	ea	300.00		4.76	8.15		13.35													4.76	Advantage Supply	
81	Floor sign "Wet Floor Caution"	25" yellow double sided multi-lingual	1 ea	Rubbermaid/FG611200YEL	\$ 10.99	ea	500.00		15.72	26.5cs, 4.41ea	18.13	8.67				3.75	5.05	6.41		5.29					4.40	3.75	Passco Disc

Evaluation of Vendor Responses on RFP 17-093

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82	Funnel, plastic- 24-oz, 6" L X 3/4" spout outside diameter			Utility 1EKFS	\$ 1.92	ea	200.00																		#NUM!	#N/A
83	Funnel, plastic- 6-oz, 4 1/4" L X 3/8" spout outside diameter			Utility 1EKFS	\$ 0.70	ea	200.00																		#NUM!	#N/A
84	Funnel, plastic- 64-oz, 6" L X 1/8" spout outside diameter			Utility 1EKFS	\$ 1.94	ea	200.00																		#NUM!	#N/A
85	Glasses, Safety	Lightweight polycarbonate frame, 99% UV protection, meets ANSI Z87.1 requirements	ea	ERB 15308	\$ 5.00	ea	200.00		23.50	13.69															13.69	Complete Supply
86	Gloves for dishwashing, Large	Flock lined nitrile, 15 mil	1 pair	Impact/8217L	\$ 2.56	pr	400.00		14.50	14.89		12.11				1.35	1.35	10.38							10.38	Pollock
87	Gloves for dishwashing, Medium	Flock lined nitrile, 15 mil	1 pair	Impact/8217M	\$ 2.56	pr	400.00		14.50	14.49		12.11				1.35	1.35	10.38							10.38	Pollock
88	Gloves for dishwashing, Small	Flock lined nitrile, 15 mil	1 pair	Impact/8217S	\$ 2.56	pr	100.00		14.50	13.94		12.11				1.35	1.35	10.38							10.38	Pollock
89	Gloves for dishwashing, XL	Flock lined nitrile, 15 mil	1 pair	Impact/8217XL	\$ 2.56	pr	100.00		14.50	15.67		12.11				1.35	1.35	10.38							10.38	Pollock
90	Gloves, disposable - Large	Nitrile, powder-free	1 box of 100	Renown 05236	\$ 9.96	ea	1,300.00		37.70	4.00	0.00	7.03		2.45		4.35	5.85	4.40		31.16	4.10	4.56			2.45	Interboro
91	Gloves, disposable - Medium	Nitrile, powder-free	1 box of 100	Renown 05235	\$ 9.96	ea	1,300.00		37.70	4.00		7.03		2.45		4.35	5.85	4.40		31.16	4.10	4.56			2.45	Interboro
92	Gloves, disposable - Small	Nitrile, powder-free,	1 box of 100	Renown 05234	\$ 9.96	ea	1,300.00		37.70	4.00		7.03		2.45		4.35	5.85	4.40		31.16	4.10	4.56			2.45	Interboro
93	Gloves, disposable - Xlarge	Nitrile, powder-free	1 box of 100	Renown 05237	\$ 9.96	ea	1,300.00		37.70	4.00		7.03		2.45		4.35	5.85	4.40		31.16	4.10	4.56			2.45	Interboro
94	Gloves, Jersey work	Jersey work gloves chore, raime/cotton blend, clute cut knit wrist, Brown	12/pack	Cordova 1400 RC	\$ 4.59	pk	100.00		5.75			6.31													5.36	Pollock
95	Graffiti remover Aerosol can	8 oz, unscented	ea	Goof off FG672	\$ 12.20	ea	200.00					3.55						42.46cs, 3.54ea		3.55					3.54	Pollock

Evaluation of Vendor Responses on RFP 17-093

ITEM #	Product	Specifications	Packaging	Brand or Equivalent	Price	Unit	Volume per Year	Advantage Supply	Byrne Bros	Complete Supply	Central Poly	Empire	Groupo	Interboro	Last Group	Pasco Disc	Pasco No disc	Pollock	Priority Resources	Quality MRO	Safeway	SupplyWorks	Unipak	Waste	Lowest Price	Vendor	
96	Kevlar sleeve with thumb slot 18"			Memphis 9378T	\$ 4.20	ea	500.00			3.45		2.88				6.15	8.30								2.88	Empire	
97	Lamp, M175/U Clear Mogul base 12/cs	175w, BT28 metal halide, unprotected arc tube, 4200K, M175/U, ANSI 57/E Mogul base	6 per case	Sylvania 64471	\$ 15.19	ea	100.00													14.19		12.65			12.65	SupplyWorks	
98	Lamp, T-8 4' Phillips 32 Watt PF32T8T1741A	32W T8 48 inch 4100K 90 CRI Fluorescent, V41(which replaced F032/741/FCO)	30 pk/cs	Sylvania 22438	\$ 59.70	cs	75.00													20.62		54.00			20.62	Quality MRO	
99	Mask Dust	N95 Particulate respirators	1 box of 20	3M/B210	\$ 24.00	bx	50.00	14.73	8.80	12.75		11.49				121.80	121.80	12.14							121.80	Pasco Disc	
100	Masking tape,	1" X60yd	36 per cs	3M/T935200	\$ 114.99	cs	10.00	11.45		62.65								65.54							62.65	Advantage Supply	
101	Mop handle	60" yellow head Aluminum, clamps 1" headband mops firmly in place	each	Rubbermaid FGH126000000	\$ 38.55	ea	300.00		19.86	79.00	17.62					5.55	6.55	6.79	6.93						5.55	Pasco Disc	
102	Mop heads,	with 1" headband	each	Rubbermaid FGD21306BL00	\$ 7.69	ea	300.00	53.52	23.85	56.99						3.35	4.20	4.09	4.45			3.75			3.35	Pasco Disc	
103	Multi-lube can	16 oz can	ea	WD-40 10016	\$ 9.23	ea	200.00	7.47		7.57		5.09						8.22				5.00			5	SupplyWorks	
104	Napkin dispenser, replacement key (For Bobrick B-263)		ea	Bobrick-263-39	\$ 1.99	ea	250.00									1.00	1.00	4.81							1	Pasco Disc	
105	Napkin dispensers, single fold	12.125"W x 6.125"D x 7.25"H	ea	Bobrick B-263	\$ 82.80	ea	250.00			48.57						29.35	35.00	83.41							29.35	Pasco Disc	
106	Packaging tape	Scotch 3350, 2.83"X 54.6 yard, Clear	6 per pack	3M/MMM33 50XW6	\$ 22.99	pk	50.00	21.55		16.42															16.42	Complete Supply	
107	Painters tool #1	6-in-1-painter's tool, high-carbon steel-nylon	ea	Red-Devil-4251	<del>\$ 6.57</del>	ea	<del>50.00</del>																				
108	plastic, clear, disposable 9" x 40"	Painters-Plastic-Poly-Sheeting-35 Mm 9"X40"-HD-polysheeting-lightweight-super-tape-adhesion	ea	Husky-03509H	<del>\$ 18.68</del>	ea	<del>200.00</del>																				



Evaluation of Vendor Responses on RFP 17-093

ITEM #	Product	Specifications	Packaging	Brand or Equivalent	Price	Unit	Volume per Year	Advantage Supply	Byrne Bros	Complete Supply	Central Poly	Empire	Groupo	Interboro	Last Group	Pasco Disc	Pasco No disc	Pollock	Priority Resources	Quality MRO	Safeway	SupplyWorks	Unipak	Waste	Lowest Price	Vendor		
109	Plunger, black rubber	solid wood handle, handle length 18", diameter of the head 5-1/2"	each	ProPlus	\$ 2.24	ea	150.00		4.50			3.13					4.00	4.00	8.65		3.32					3.13	Empire	
110	Putty knife	1-1/4" carbon steel blade, black	ea	Westward 13A662	\$ 3.13	ea	150.00			1.78		1.80							2.12		3.86					1.78	Complete Supply	
111	Radiator brush	Single spiral/single stem, horsehair, brush length 7", brush diameter 2", handle length 4-1/2", handle diam 1"	each	Tough Guy/2FCD6	\$ 11.73	ea	140.00										5.05	6.35								5.05	Pasco Disc	
112	Rags, Terry towel	Bar towels, hemmed, 100% cotton terry material 12 per pack	12 per pack	Hospitality Specialty Co./536-5DZPB	\$ 8.78	ea	150.00		23.90			4.41			3.27											3.27	Last Group	
113	Rags, tool box rags	10"X12", blue, center pull-in box	200 per pk, 6 pk/case	Sellars	\$ 76.93	ea	100.00		9.75						44.91											44.91	Last Group	
114	Reflective safety vest, Orange OSHA			S18R	\$ 6.33	ea	500.00		6.40			3.26				15.75	21.25	5.56								3.26	Empire	
115	Sanitizer, hand gel	4 oz waterless	24/cs	Purell 9631-24	\$ 41.26	cs	20.00	43.26	47.00			37.79				43.95	43.95	45.54			41.75		48.00			37.79	Empire	
116	Scouring pad, extra heavy duty for pots and pans	Scotch brite 6-1/8" X 3-5/8" light duty scrub sponge	20 per pack	3M/63	\$ 35.73	pk	420.00		17.80	12.90		5.96				4.20	5.45	36.78								5.96	Empire	
117	Scraper blades	Replacement blades for 4" scrapper RENQ3880-1B	10 blades per pack	Renown/REN 03882-1B	\$ 8.88	ea	100.00		6.93			5.82				4.35					13.18					4.35	Pasco Disc	
118	Scraper, glass	flexible with 1-1/2" carbon steel blade	ea	Hyde 13050	\$ 3.20	ea	50.00											7.65								7.65	Pasco No disc	
119	Scrapers	Short handled hand held 4" scrapper	1 ea	Renown/REN 03880-1B	\$ 10.73	ea	100.00		2.19			11.09				6.10			13.42				5.80			6.1	Pasco Disc	
120	Scrubbing sponge Scotch brite	3.5" X 5" soft-scour scrub sponge; blue	10 per bag	3M 9489	\$ 14.99	pk	240.00		60.81	57.50		33.60							61.90							57.5	Byrne Bros	
121	Sharps Containers, 2 gallon	Meeting OSHA, CDC standards		Impact 7352 or equivalent	\$ 15.07	ea	150.00					8.15								11.06							8.15	Empire
122	Sprayer, plastic 3 gal	Flomaster economy funnel top tank sprayer, pressured tank sprayer	ea	Root-Lowell 1973	\$ 28.12	ea	175.00																				26.56	Pollock
123	Sprayer, replacement bottles 32 oz	32 oz bottles	12 per case; price is per bottle	5-7273	\$ 1.75	pk	500.00					0.40				5.15	7.15	0.54			0.40					0.4	Empire	

Evaluation of Vendor Responses on RFP 17-093

ITEM #	Product	Specifications	Packaging	Brand or Equivalent	Price	Unit	Volume per Year	Advantage Supply	Byrne Bros	Complete Supply	Central Poly	Empire	Groupo	Interboro	Last Group	Pasco Disc	Pasco No disc	Pollock	Priority Resources	Quality MRO	Safeway	SupplyWorks	Unipak	Waste	Lowest Price	Vendor
124	Sprayer, replacement nozzle	32 oz deluxe replacement, blue	6 per pack; price per nozzle	S-17987	\$ 2.75	pk	500.00					0.27					3.30	3.30	0.54	0.44					0.27	Empire
125	Squeegee, hand held	hand held squeegee 12"	1 ea	Carlisle 4102700	\$ 11.10	ea	400.00					12.82					4.55	5.70	16.05	11.44					4.55	Pasco Disc
126	Squeegees, heavy duty floor	Curved 24"	1 ea	Renown/REN 03892	\$ 29.39	ea	300.00	30.84				24.65					13.70	16.15	23.78	24.09		19.00			13.70	Pasco Disc
127	Squeegees, heavy duty floor-handle	Threaded handle/taper 61" for REN03890	1 ea	Renown/REN 03893	\$ 13.87	ea	300.00	18.55				16.96					13.70	16.15	3.41	13.83		7.93			13.70	Pasco Disc
128	Step stool folding	19.5" L x 20.6" W x 22.7" H	each	FG420903CYLND	\$ 29.99	ea	280.00	116.87																	116.87	Advantage Supply
129	Step-on container, Slim Jim	8 gallon, 16.73"LX10.66"W X21.11"H Beige	each	Rubbermaid/FG614300BELLG or1883456	\$ 153.02	ea	300.00	109.11	79.60			33.66					77.95	85.75	98.09						33.66	Empire
130	Sweeping compound	50 lb, oil based formula		Zep HDSweep50	\$ 21.98	ea	200.00	11.64				13.40					12.20	25.00	16.15						11.64	Advantage Supply
131	Toilet tissue, Envision Embossed	4" X 4", 2-ply, 80 rolls/case	cs	GP 198/81-01	\$ 64.88	cs	275.00		35.07	33.99	28.92								35.96		34.70	37.17			28.92	Empire
132	Towels, Single-fold	10.25"L X 9.25"W	16 pks/cs; 250 per pk	Georgia Pacific Envision 23504	\$ 25.49	cs	1,400.00	29.21		18.31	17.66	15.10							18.78		14.80	17.34			14.80	Safeway
133	Vinegar, distilled white	1 gallon containers - for cleaning purpose	4 per case	Rosa Marca brand/RMB7 174299414	\$ 11.77	cs	250.00	10.03							23.16			10.91							10.03	Advantage Supply
134	Wipes, Stainless steel	30 count per can, 7" X 8"	ea	Weiman	\$ 5.21	ea	500.00					7.60					8.20	11.10	63.58	8.16					8.16	Quality MRO
135	Wypall X80 wipers	hydroknit; 12.5"W X 16.8" L	80 sheets/box, 5 boxes/carton	Kimberly-Clark/KCC41041	\$ 52.72	cn	500.00	21.79	17.00			18.68	17.50		46.62				22.04	22.68		19.75			17	Byrne Bros
136	Brute containers, lid for 55 gallon container	27-1/4"W X 27-1/4"D X 14-1/2"H, Gray	ea	Rubbermaid/FG265788G RAY	\$ 180.78	ea	300.00	123.93	95.00			92.46					92.05	98.50	115.88						92.05	Pasco Disc
137	Brute containers, lid for 44 gallon container	24-13/16"W X 24-13/16"D X 12-5/8"H	ea	Rubbermaid/FG264788G RAY	\$ 141.78	ea	300.00	85.10	24.80			55.32					20.85	24.50	25.45			23.35			20.85	Pasco Disc
138	Brute containers, lid for 32 gallon container	22-11/16"W X 22-11/16"D X 12-1/4"H	ea	Rubbermaid/FG263788G RAY	\$ 136.22	ea	140.00	96.24	23.80			52.13					20.00	140.00	24.45	26.45		23.00			20	Pasco Disc

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE THE PROCUREMENT OF THE CHILD NUTRITION SERVICES CAFETERIA EMPLOYEE UNIFORMS FOR THE 2017-2018 SCHOOL YEAR**

**BACKGROUND:**

Providing uniforms for the food service employees will help promote a pride within the employees and help create a professional environment, as well as provide a professional appearance for the District. FWISD accepted competitive sealed proposals through RFP 17-099. The approval of the RFP 17-099 will allow the District to procure uniforms. The vendors selected through RFP 17-099 for vendors: Express Press, Promotional Designs Inc., and PuckettPro Inc. The purchase is not to exceed \$60,000. Period of performance is from July 2017 through June 30, 2018 with the option to extend for three additional years in one-year increments

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Procurement Of The Child Nutrition Services Cafeteria Employee Uniforms For The 2017-2018 School Year
2. Decline to Approve The Procurement Of The Child Nutrition Services Cafeteria Employee Uniforms For The 2017-2018 School Year
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve The Procurement Of The Child Nutrition Services Cafeteria Employee Uniforms For The 2017-2018 School Year

**FUNDING SOURCE**

*Additional Details*

Food Service Fund

701-35-6399-001-999-99-540-000000

**COST:**

\$60,000.00

**VENDOR:**

PuckettPro, Inc. - Items awarded = 1 Item

Promotional Designs – Items awarded = 4 Items

Express Press – Items awarded = 5 Items

**PURCHASING MECHANISM**

17-099 CNS Cafeteria Apparel

Bid/Proposal Statistics

Bid Number: 17-099

Number of Bids/Proposals received: 14

HUB Firms: 6

Compliant proposals: 14

We evaluated 10 line items; the three vendors listed above represent the best values to the District.

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**

Child Nutrition Services department - All sites

**RATIONALE:**

Providing uniforms for the food service employees will help promote a pride within the employees and help create a professional environment, as well as provide a professional appearance for the District.

**INFORMATION SOURCE:**

Art Cavazos  
Glenn Headlee

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE PHASE IV; REPLENISHMENT OF CLASSROOM AND AUDITORIUM PIANOS**

**BACKGROUND:**

In April 2013, Fort Worth Independent School District completed an inventory analysis of the district's pianos at each campus. Our current inventory at our elementary campuses comprises of pianos that can no longer perform with quality sound, proper tuning/voicing, responsive key actions, etc., which places our music teachers and students at a disadvantage with an improper, and in some cases an unusable instrument. RFP #15-089 was completed as part of the 5-year replacement plan. The cost may vary per year based on the number of piano models, etc. to be purchased but will not exceed \$485,239 for this year. The period of performance for this RFP was from January 2017 through January 2018 with the option to extend for up to four years in one-year increments. The Board previously approved contract extension on June 23, 2015. We are exercising year four.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Phase IV; Replenishment of Classroom and Auditorium Pianos
2. Decline to Approve Phase IV; Replenishment of Classroom and Auditorium Pianos
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Phase IV; Replenishment of Classroom and Auditorium Pianos

**FUNDING SOURCE**

*Additional Details*

General Fund

199-11-6639-061-XXX-11-150-000000

**COST:**

Not to exceed \$485,239 (Phase IV)

**VENDOR:**

Clavier Group, Inc.

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-089

Number of Bid/Proposal Received: 1

HUB Firms: 0

Compliant Bids: 1

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**

Various Elementary Schools

**RATIONALE:**

Replacement of pianos that have exceeded their life span; cost more to repair than to replace; are of lesser quality. Purchase of new pianos through the bid process ensures that school system will receive goods and services which meet our needs at the best value to the district.

**INFORMATION SOURCE:**

Charles Carroll  
Christina Walk

Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan

June 26, 2017

Year 5 Year 4 Year 3 Year 2 Year 1 Completed

V4

\*Piano are in Ebony Polish finish. Full upright covers are Jansen quilt cover. Grand covers are full canvas covers unless otherwise noted. Per Don Devous, no 1/2 covers to be used/purchased. Prices subject to change at any time. \*Delivery charges are full price first piano, discounted each additional piano per school. Auditorium upright pianos will have full padded cover & Topper. Accessory & cover prices increased as of 1/1/2017.

\*\*Net cost includes delivery, first tuning on delivery by Steinway Hall Ft Worth. Discount applies only to multiple piano deliveries/orders. (\$250 Upright delivery, \$350 Grand delivery, 2 additional tunings at \$125 each to be completed by 3rd party contractor selected by FWISD admin)

District Unit	School	Brand	Model	Room	Serial #	Year	Age	Cond	Notes	Replacement	2017 Price	Trade	Delivery	2 Tunings	Dolly	Pads/Covers	Moves/Transfers	Net Cost	
1	1	Diamond Hill ES	Baldwin	Hamilton	Cafeterium	155318	1953	64	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$510	\$850	\$250	\$8,342
1	2	Diamond Hill ES	Yamaha	P22	Music Room	273129	2001	16	Fair	Trade	Boston UP118s w/ Topper	\$6,232	(\$800)	\$125	\$250	\$0	\$320	\$0	\$6,127
1	3	Dolores Huerta ES	Yamaha	P22	Gym	294138	2003	14	Fair	Trade	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	(\$800)	\$250	\$250	\$510	\$850	\$0	\$7,292
1	4	Dolores Huerta ES	Yamaha	P22	Music Room	294761	2003	14	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$125	\$250	\$0	\$320	\$0	\$6,127
1	5	Ellis Primary	Yamaha	P22	Music Room	251606	1991	26	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$250	\$250	\$0	\$320	\$250	\$6,502
1	6	Ellis Primary	Yamaha	P22	Auditorium	273661	1991	26	Fair	Trade	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	(\$800)	\$125	\$250	\$510	\$850	\$250	\$7,417
1	7	Helbing ES	N/A	N/A	Cafeterium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$510	\$850	\$0	\$8,092
1	8	Helbing ES	Yamaha	P22	Music Room	147985	1994	23	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$125	\$250	\$0	\$320	\$0	\$6,127
1	9	Manuel Jara ES	Grand	Grand	Portable Bldg 8	43725	1925	92	Poor	FWISD Warehouse	Boston UP118s w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
1	10	Manuel Jara ES	Yamaha	WX-1	Cafeterium	4492461	1988	29	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
1	11	Mendoza ES	No Piano	N/A	ClassRoom	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
1	12	Mendoza ES	No Piano	N/A	Cafeterium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$0	\$7,967

Phase IV (2017 Pricing)

Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan

June 26, 2017

Year 5 Year 4 Completed

V4

\*Piano are in Ebony Polish finish. Full upright covers are Jansen quilt cover. Grand covers are full canvas covers unless otherwise noted. Per Don Devous, no 1/2 covers to be used/purchased. Prices subject to change at any time. \*Delivery charges are full price first piano, discounted each additional piano per school. Auditorium upright pianos will have full padded cover & Topper. Accessory & cover prices increased as of 1/1/2017.

\*\*Net cost includes delivery, first tuning on delivery by Steinway Hall Ft Worth. Discount applies only to multiple piano deliveries/orders. (\$250 Upright delivery, \$350 Grand delivery, 2 additional tunings at \$125 each to be completed by 3rd party contractor selected by FWISD admin)

District Unit	School	Brand	Model	Room	Serial #	Year	Age	Cond	Notes	Replacement	2017 Price	Trade	Delivery	2 Tunings	Dolly	Pads/Covers	Moves/Transfers	Net Cost
1	13	ML Kirkpatrick ES	Studio	Portable building 7	N/A	1966	51	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
1	14	ML Kirkpatrick ES	N/A	Cafetorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$0	\$7,967
1	15	Nash ES	N/A	ClassRoom	N/A	N/A	N/A	N/A	N/A	Replace with UP118S	\$0	\$0	\$250	\$250	\$0	\$0	\$0	\$500
1	16	Nash ES	N/A	Cafetorium	N/A	N/A	N/A	N/A	N/A	No Replacement (not enough room)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	17	Oaklawn ES	Studio	Music Room	453369	1950	67	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
1	18	Oaklawn ES	Hamilton	Auditorium	164793	1961	56	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
1	19	West Park ES	Console	ClassRoom	T118696	1985	32	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
2	20	Eastern Hills ES	Studio	Music Room	116923	1958	59	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
2	21	Eastern Hills ES	Studio	Auditorium	550214	1953	64	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
2	22	Glen Park ES	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
2	23	Glen Park ES	P22	Cafetorium	T176861	1995	22	Fair	Trade	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	(\$800)	\$125	\$250	\$510	\$850	\$0	\$7,167
2	24	McRae ES	N/A	Cafetorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$510	\$850	\$0	\$8,092



Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan

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Year 5 Year 4 Completed

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\*\*Net cost includes delivery, first tuning on delivery by Steinway Hall Ft Worth. Discount applies only to multiple piano deliveries/orders. (\$250 Upright delivery, \$350 Grand delivery, 2 additional tunings at \$125 each to be completed by 3rd party contractor selected by FWISD admin)

District Unit	School	Brand	Model	Room	Serial #	Year	Age	Cond	Notes	Replacement	2017 Price	Trade	Delivery	2 Tunings	Dolly	Pads/ Covers	Moves/ Transfers	Net Cost
2	25	McRae ES	P22	Music Room	147903	1991	26	Fair	Trade	Boston UP118s w/ Topper	\$6,232	(\$800)	\$125	\$250	\$0	\$320	\$0	\$6,127
2	26	Meadowbrook ES	Unknown	Portable Bldg #3	K38W522	1960	57	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
2	27	Meadowbrook ES	Hamilton	Auditorium	190714	1960	57	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
2	28	Mitchell Blvd ES	N/A	Music Room	Unknown	1950	67	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
2	29	Mitchell Blvd ES	Studio	Auditorium	550209	1950	67	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
3	30	East Handley ES	Studio	Auditorium	399572	1950	67	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$510	\$850	\$250	\$8,342
3	31	East Handley ES	Studio	Music Room	119480	1959	58	Poor	FWISD Warehouse	Boston UP118s w/ Topper	\$6,232	\$0	\$125	\$250	\$0	\$320	\$250	\$7,177
3	32	Lowery Rd ES	P22	ClassRoom	225265	2003	14	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$250	\$250	\$0	\$320	\$0	\$6,252
3	33	Lowery Rd ES	P22	Gymnasium	225240	2003	14	Fair	Trade	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	(\$800)	\$125	\$250	\$510	\$850	\$0	\$7,167
3	34	Maudie Logan ES	P22	Music Room	203440	1991	26	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$250	\$250	\$0	\$320	\$250	\$6,502
3	35	Maudie Logan ES	Studio	Cafeteria	388544	1930	87	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
3	36	Maudie Logan ES	Studio	Portable Bldg 20	550228	1953	64	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302

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Year 5 Year 4 Completed

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District Unit	School	Brand	Model	Room	Serial #	Year	Age	Cond	Notes	Replacement	2017 Price	Trade	Delivery	2 Tunings	Dolly	Pads/ Covers	Moves/ Transfers	Net Cost
3	37	Maudrie Walton ES	Everett	Auditorium	115048	1960	57	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
4	38	Edward Brisco ES	Gulbransen	Music Room	388543	1948	69	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
4	39	Edward Brisco ES	No Piano	Cafetorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$0	\$7,967
4	40	Harlean Beal ES	Baldwin	Auditorium	Unknown	1953	64	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$510	\$850	\$250	\$8,342
4	41	Harlean Beal ES	Yamaha	Music Room	T149824	1991	26	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$125	\$250	\$0	\$320	\$0	\$6,127
4	42	Morningside ES	Baldwin	Music	170166	1963	54	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
4	43	Morningside ES	George Steck	Auditorium	179998	1966	51	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
4	44	Van Zandt Gunn ES	Kimball	ClassRoom	B45632	1979	38	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
5	45	Lily Clayton ES	Gulbransen	ClassRoom	278751	1930	87	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$510	\$530	\$250	\$8,022
5	46	Lily Clayton ES	Chickering	Auditorium	Unknown	1950	67	Poor	Keep, donated to school	Keep, No Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	47	Mary Louise Phillips ES	Gulbransen	Music Room	388539	1950	67	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
5	48	Mary Louise Phillips ES	Baldwin	Cafetorium	155286	1953	64	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217

Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan

June 26, 2017

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Year 5 Year 4 Completed

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District Unit	School	Brand	Model	Room	Serial #	Year	Age	Cond	Notes	Replacement	2017 Price	Trade	Delivery	2 Tunings	Dolly	Pads/ Covers	Moves/ Transfers	Net Cost	
5	49	North Hi Mount ES	Baldwin	503	Auditorium	1321905	1984	33	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$510	\$850	\$250	\$8,342
5	50	North Hi Mount ES	Yamaha	P22	Outside Music Pre-Fab Bldg	T181397	1995	22	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$125	\$250	\$0	\$320	\$0	\$6,127
7	51	Tanglewood ES	N/A	N/A	2nd Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
6	52	J.T. Stevens ES	George Steck	Studio	Music Room	186374	1966	51	Poor	FWISD Warehouse	No Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$250
6	53	J.T. Stevens ES	George Steck	Studio	Music Room	186365	1966	51	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
6	54	J.T. Stevens ES	Yamaha	P22	Cafetorium	254153	1991	26	Fair	Trade	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	(\$800)	\$125	\$250	\$510	\$850	\$0	\$7,167
7	55	Luella Merrett ES	Wurlitzer	Spinet	Music Room	227189	1960	57	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
7	56	Luella Merrett ES	Culbransen	Studio	Auditorium	399347	1930	87	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
7	57	Washington Heights ES	N/A	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
8	58	Greenbriar ES	Baldwin	Hamilton	Music Room	163865	1961	56	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
8	59	Greenbriar ES	Everett	Studio	Auditorium	115042	1960	57	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
8	60	Hubbard Heights ES	N/A	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052

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Year 5 Year 4 Completed

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District Unit	School	Brand	Model	Room	Serial #	Year	Age	Condit	Notes	Replacement	2017 Price	Trade	Delivery	2 Tunings	Dolly	Pads/Covers	Moves/Transfers	Net Cost
8	Hubbard Heights ES	Kimball	Console	Auditorium	448035	1942	75	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
8	Richard Wilson ES	N/A	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
8	Richard Wilson ES	N/A	N/A	Auditorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$0	\$7,967
9	De Zavala ES	N/A	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
9	De Zavala ES	Dietmann	Studio	Cafetorium	Unknown	1950	67	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
9	Howell ES	Culbrausen	Studio	Auditorium	388541	1930	87	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$510	\$850	\$250	\$8,342
9	Howell ES	N/A	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$125	\$250	\$0	\$320	\$0	\$6,927
9	MH Moore ES	No Piano	N/A	Cafetorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$510	\$850	\$0	\$8,092
9	MH Moore ES	Yamaha	P22	Music Room	T202810	1995	22	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$125	\$250	\$0	\$320	\$0	\$6,127
9	Oakhurst ES	N/A	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
9	Oakhurst ES	Kimball	Grand	Auditorium	Unknown	1954	63	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
72	Alice Contreras	Yamaha	P22	Cafetorium	T255284	1992	25	Fair	Trade	No Replacement	\$0	(\$800)	\$0	\$0	\$0	\$0	\$0	(\$800)

**Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan**

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V4

Year 5   
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District Unit	School	Brand	Model	Room	Serial #	Year	Age	Cond	Notes	Replacement	2017 Price	Trade	Delivery	2 Tunings	Dolly	Pads/ Covers	Moves/ Transfers	Net Cost
73	Warehouse (LM, Terrell ES)	Yamaha	P22	ClassRoom	223265	1997	20	Fair	Trade	Merging with Van Zandt ES	\$0	(\$800)	\$0	\$0	\$0	\$0	\$0	(\$800)
74	Wedgwood MS	Yamaha	P22	Cafetorium	U153970	1992	25	Fair	Trade	No Replacement	\$0	(\$800)	\$0	\$0	\$0	\$0	\$0	(\$800)
75	Bonnie Brae	Yamaha	P22	Cafetorium	T282246	1992	25	Fair	Trade	No Replacement	\$0	(\$800)	\$0	\$0	\$0	\$0	\$0	(\$800)
76	Burton Hill	Yamaha	P22	Cafetorium	257866	1992	25	Fair	Trade	No Replacement	\$0	(\$800)	\$0	\$0	\$0	\$0	\$0	(\$800)
77	Alice Contreras	Yamaha	P22	Cafetorium	T252785	1992	25	Fair	Trade	No Replacement	\$0	(\$800)	\$0	\$0	\$0	\$0	\$0	(\$800)
Warehouse moves and additional transfers complimentary by Danny Saliba - Steinway Hall Dallas											\$0	\$0	\$0	\$0	\$0	\$0	(\$9,750)	(\$9,750)
<b>TOTAL FOR PHASE 4 - 2017</b>											<b>\$417,544</b>	<b>(\$16,800)</b>	<b>\$13,125</b>	<b>\$17,000</b>	<b>\$16,320</b>	<b>\$38,080</b>	<b>\$0</b>	<b>\$485,269</b>

Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan

June 26, 2017

Year 5 Year 4 Year 3 Year 2 Year 1 Completed

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District Unit	School	Brand	Model	Room	Serial #	Year	Age	Cond	Notes	Replacement	2017 Price	Trade	Delivery	2 Tunings	Dolly	Pads/Covers	Moves/Transfers	Net Cost
1	Sam Rosen ES	N/A	N/A	Auditorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$510	\$850	\$0	\$8,092
1	Sam Rosen ES	Yamaha	P22	Music Room	174670	1993	24	Fair	Trade	Boston UP118s w/ Topper	\$6,232	(\$800)	\$125	\$250	\$510	\$320	\$0	\$6,637
1	Turner ES	N/A	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
1	Turner ES	Baldwin	243	Auditorium	139978	1948	69	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
2	S.S. Dillow ES	Kimball	Studio	Music Room	550219	1953	64	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
2	S.S. Dillow ES	N/A	N/A	Auditorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$0	\$7,967
2	Sagamore Hill ES	N/A	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
2	Sagamore Hill ES	Baldwin	Hamilton	Auditorium	223823	1965	52	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
2	T.A. Sims ES	Yamaha	P22	Music Room	T114454	1988	29	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$250	\$250	\$0	\$320	\$0	\$6,252
2	T.A. Sims ES	Yamaha	P22	Cafetorium	T123025	1988	29	Fair	Trade	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	(\$800)	\$125	\$250	\$510	\$850	\$0	\$7,167
3	Sunrise McMillan ES	No Piano	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
3	Sunrise McMillan ES	No Piano	N/A	Cafetorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$0	\$7,967

Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan

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District Unit	School	Brand	Model	Room	Serial #	Year	Age	Cond	Notes	Replacement	2017 Price	Trade	Delivery	2 Tunings	Dolly	Pads/Covers	Moves/Transfers	Net Cost
3	13	West Handley ES	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
3	14	West Handley ES	Yamaha	Auditorium	184013	1995	22	Fair	Trade	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	(\$800)	\$125	\$250	\$510	\$850	\$0	\$7,167
4	15	Versia Williams ES	Kimball	ClassRoom	556210	1953	64	Fair	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
4	16	Versia Williams ES	No Piano	Auditorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$0	\$7,967
4	17	W. M. Green ES	Wurlitzer	ClassRoom	682459	1962	55	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
4	18	W. M. Green ES	Wurlitzer	Auditorium	382488	1962	55	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
5	19	South Hi Mount ES	Yamaha	Auditorium	T162423	1992	25	Fair	Trade	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	(\$800)	\$250	\$250	\$510	\$850	\$0	\$7,292
5	20	South Hi Mount ES	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$125	\$250	\$0	\$320	\$0	\$6,927
5	21	Tanglewood ES	Wurlitzer	Music Room	711869	1962	55	Poor	FWISD Warehouse	Boston UP118S w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
5	22	Tanglewood ES	Yamaha	Auditorium	1994629	1996	21	Fair	Trade	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	(\$500)	\$125	\$250	\$510	\$850	\$0	\$7,467
5	23	Western Hills ES	Everett	Music Room	183387	1960	57	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
5	24	Western Hills ES	No Piano	Auditorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$0	\$7,967

**Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan**

June 26, 2017

V4

Year 5   
 Year 4   
 Completed

*\*Piano are in Ebony Polish finish. Full upright covers are Jansen quilt cover. Grand covers are full canvas covers unless otherwise noted. Per Don Devous, no 1/2 covers to be used/purchased. Prices subject to change at any time. \*Delivery charges are full price first piano, discounted each additional piano per school. Auditorium upright pianos will have full padded cover & Topper. Accessory & cover prices increased as of 1/1/2017.*

*\*\*Net cost includes delivery, first tuning on delivery by Steinway Hall Ft Worth. Discount applies only to multiple piano deliveries/orders. (\$250 Upright delivery, \$350 Grand delivery, 2 additional tunings at \$125 each to be completed by 3rd party contractor selected by FWISD admin)*

District	Unit	School	Brand	Model	Room	Serial #	Year	Age	Cond	Notes	Replacement	2017 Price	Trade	Delivery	2 Tunings	Dolly	Pads/ Covers	Moves/ Transfers	Net Cost
5	25	Western Hills Primary	Yamaha	P22	Music Room	255811	1999	18	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$250	\$250	\$0	\$320	\$0	\$6,252
5	26	Western Hills Primary	Yamaha	P22	Cafetorium	254182	1999	18	Fair	Trade	Boston UP118S w/ Full Cover, Topper, Dolly	\$6,232	(\$800)	\$125	\$250	\$510	\$850	\$0	\$7,167
6	24	Southwest HS (Kawai KG2C #651460 Trade picked in Phase 2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Boston GP215 w/ Quilt-Breakaway cover, dolly (Temp. Deliver to Choir)	\$42,148	\$0	\$350	\$250	\$750	\$1,350	\$0	\$44,848
6	25	Westcliff ES	Baldwin	Hamilton	Auditorium	170240	1956	61	Poor	FWISD Warehouse	Boston UP118S w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$250	\$250	\$510	\$850	\$250	\$8,342
6	26	Westcliff ES	Yamaha	P22	ClassRoom	T137650	1991	26	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$125	\$250	\$0	\$320	\$0	\$6,127
6	27	Westcreek ES	No Piano	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052
6	28	Westcreek ES	No Piano	N/A	Auditorium	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$0	\$7,967
6	29	Woodway ES	Everett	Studio	ClassRoom	352119	1960	57	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
6	30	Woodway ES	Everett	Studio	Auditorium	352110	1960	57	Poor	FWISD Warehouse	Boston UP118S w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
7	31	Ridgelea ES	Baldwin	Hamilton	Auditorium	156007	1954	63	Poor	FWISD Warehouse	Boston UP118S w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217
7	32	Waverly ES	Wurlitzer	Studio	Music Room	676812	1962	55	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302
7	33	Waverly ES	Wurlitzer	Studio	Cafetorium	676710	1962	55	Poor	FWISD Warehouse	Boston UP118S w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217



**Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan**

June 26, 2017

Year 5      Year 4      Completed

V4

*\*Piano are in Ebony Polish finish. Full upright covers are Jansen quilt cover. Grand covers are full canvas covers unless otherwise noted. Per Don Devous, no 1/2 covers to be used/purchased. Prices subject to change at any time. \*Delivery charges are full price first piano, discounted each additional piano per school. Auditorium upright pianos will have full padded cover & Topper. Accessory & cover prices increased as of 1/1/2017.*

*\*\*Net cost includes delivery, first tuning on delivery by Steinway Hall Ft Worth. Discount applies only to multiple piano deliveries/orders. (\$250 Upright delivery, \$350 Grand delivery, 2 additional tunings at \$125 each to be completed by 3rd party contractor selected by FWISD admin)*

District	Unit	School	Brand	Model	Room	Serial #	Year	Age	Cond	Notes	Replacement	2017 Price	Trade	Delivery	2 Tunings	Dolly	Pads/ Covers	Moves/ Transfers	Net Cost		
8	34	Seminary Hills Park-ES	Yamaha	P22	Auditorium	295403	2003	14	Fair	Trade	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	(\$800)	\$250	\$250	\$510	\$850	\$0	\$7,292		
8	35	Seminary Hills Park ES	Yamaha	P22	Music Room	295406	2003	14	Fair	Trade	Boston UP118S w/ Topper	\$6,232	(\$800)	\$125	\$250	\$0	\$320	\$0	\$6,127		
8	36	South Hills ES	N/A	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052		
8	37	South Hills ES	Kimball	Studio	Auditorium	550210	1953	64	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217		
9	38	Riverside Applied Learning Center	N/A	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052		
9	39	Riverside Applied Learning Center	Kimball	45	Auditorium	550223	1953	64	Poor	FWISD Warehouse	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$250	\$8,217		
9	40	Springdale ES	Gulbransen	Studio	Music Room	388610	1938	79	Poor	FWISD Warehouse	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$250	\$7,302		
9	41	Springdale ES	N/A	N/A	Auditorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$0	\$7,967		
9	42	Worth Heights ES	N/A	N/A	Music Room	N/A	N/A	N/A	N/A	N/A	Boston UP118S w/ Topper	\$6,232	\$0	\$250	\$250	\$0	\$320	\$0	\$7,052		
9	43	Worth Heights ES	N/A	N/A	Auditorium	N/A	N/A	N/A	N/A	N/A	Boston UP118s w/ Full Cover, Topper, Dolly	\$6,232	\$0	\$125	\$250	\$510	\$850	\$0	\$7,967		
Warehouse and additional transfers complimentary of Danny Saliba - Steinway Hall Dallas												\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$4,250)	(\$4,250)
<b>TOTAL FOR PHASE 5 - 2018</b>												<b>\$322,588</b>	<b>(\$8,500)</b>	<b>\$8,725</b>	<b>\$11,500</b>	<b>\$12,990</b>	<b>\$27,940</b>	<b>\$0</b>	<b>\$375,243</b>		

(2017 Pricing: Anticipate 3-5% Increase)

## Comparison of Piano Inventory Condition

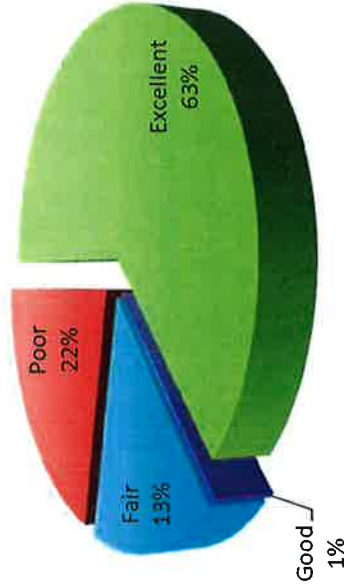
Original Condition of Inventory

Condition	Count	Percent
Excellent	11	5%
Good	3	2%
Fair	68	33%
Poor	118	60%
Verified Inventory	200	
Not Applicable	106	
Total Inventory	306	



Condition of Current Inventory

Condition	Count	Percent
Excellent	150	63%
Good	1	1%
Fair	38	13%
Poor	54	22%
Verified Inventory	243	
Not Applicable	42	
Total Inventory	278	



## Comparison of Piano Inventory Age

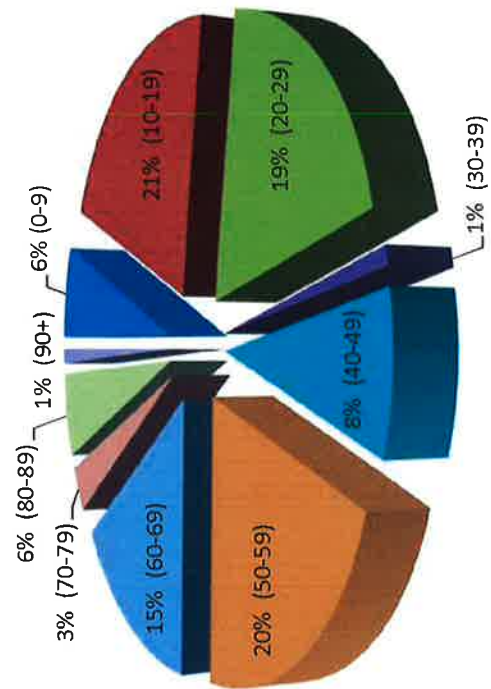
Original Age of Inventory

Age Range	Count	Percent
0-9	12	6%
10-19	42	21%
20-29	37	19%
30-39	2	1%
40-49	16	8%
50-59	40	20%
60-69	30	15%
70-79	6	3%
80-89	11	6%
90+	2	1%

Verified Inventory 198

Not Applicable 108

Total Inventory 306



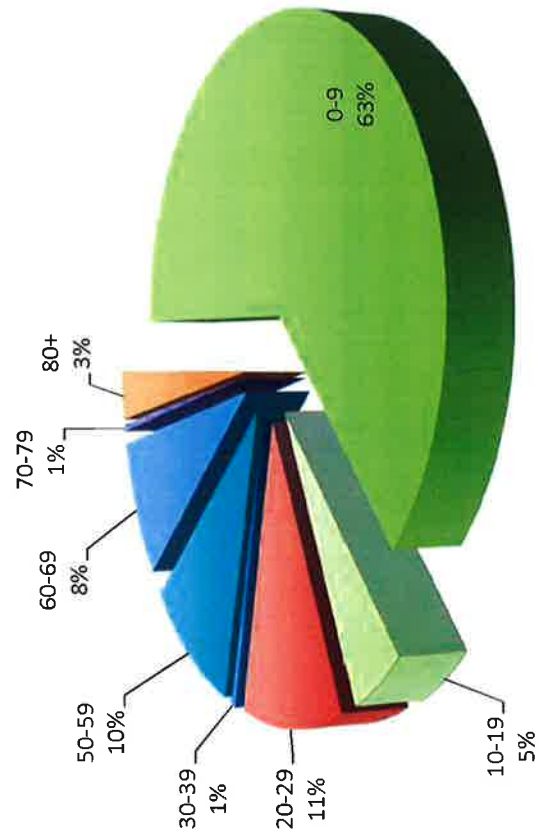
Age of Current Inventory

Age Range	Count	Percent
0-9	155	63%
10-19	11	5%
20-29	27	11%
30-39	0	0%
40-49	0	0%
50-59	23	10%
60-69	20	8%
70-79	2	1%
80+	6	3%

Verified Inventory 244

Not Applicable 34

Total Inventory 278



**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE THE PURCHASE OF DUAL CREDIT TEXTBOOKS FOR THE 2017-18 SCHOOL YEAR**

**BACKGROUND:**

Fort Worth Independent School District provides all Dual Credit textbooks for students participating in the approved Dual Credit courses offered through Tarrant County College District and their high school during the school day. Textbooks are based on each Dual Credit student enrolled in at most 3 courses per semester. College approved textbooks purchased by the ISD may be utilized for a time period of three years beginning with the Fall 2017 semester.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Purchase of Dual Credit Textbooks for the 2017-18 School Year.
2. Decline to Approve the Purchase of Dual Credit Textbooks for the 2017-18 School Year.
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Purchase of Dual Credit Textbooks for the 2017-18 School Year.

**FUNDING SOURCE**

*Additional Details*

General Fund

199-11-6321-001-XXX-31-697-000000

**COST:**

Not to exceed 1,200,000.00

**VENDOR:**

Tarrant County College

## **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**

Carter Riverside High School  
Arlington Heights High School  
Benbrook Middle/High School  
Diamond Hill-Jarvis High School  
Dunbar High School  
Eastern Hills High School  
Marine Creek Collegiate High School  
North Side High School  
Paschal High School  
Polytechnic High School  
South Hills High School  
Southwest High School  
Tarrant County College South/Fort Worth ISD Collegiate High School  
Texas Academy of Biomedical Sciences  
Trimble Tech High School  
Western Hills High School  
OD Wyatt High School  
Young Men's Leadership Academy

## **RATIONALE:**

The approval of the Dual Credit textbooks will allow Fort Worth ISD students to continue enrollment in college courses which allow high school and college credit simultaneously.

## **INFORMATION SOURCE:**

Charles Carroll  
Carrie Grant

# MEMORANDUM

Carrie Grant, Career & College Readiness Coordinator  
Advanced, Accelerated & Innovative Learning  
100 N. University Dr., Ste. NE 226, Fort Worth, Texas 76107  
OFFICE 817.814.2580 FAX 817.814.585



Date: June 21, 2017  
To: Jonathan Bey  
Subject: PURCHASE ORDERS OVER \$50,000

## IDENTIFYING INFORMATION

Vendor: Tarrant County College  
Funding: General  
Category: Textbooks  
Cost: Not to exceed \$1,200,000.00

## NEED:

To pay for Fort Worth ISD dual credit college textbooks.

## TARGET GROUP:

FWISD pays for college textbooks for all high school students who enroll in college courses.

## RESEARCH BASE FOR CONSIDERATION:

## EVIDENCE OF SUCCESS:

The success of the program is based on students successfully completing college courses.

## IMPLEMENTATION:

To continue the Dual Credit in FWISD.

## COST:

Not to exceed \$1,200,000.00

## MONITORING:

Students are monitored through semester grades.

## EVALUATION:

Evaluation of Dual Credit coursework is based upon the success of the program which is determined by the number of students successfully completing college courses.

Approved: \_\_\_\_\_

Charles Carroll  
Chief Academic Officer

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE THE PURCHASE OF DYSLEXIA INTERVENTION TRAINING FROM NEUHAUS EDUCATION CENTER**

**BACKGROUND:**

*The Texas Dyslexia Handbook, revised 2014*, requires every identified dyslexic student to receive instruction from a certified teacher who has been highly trained in dyslexia. Neuhaus has provided teachers and therapists evidence-based tools needed for effective literacy instruction of individuals with dyslexia and related disorders. Educators can acquire the knowledge and skills necessary to implement specialized dyslexia intervention through Neuhaus comprehensive coursework or through participation in a series of Neuhaus topical classes designed to address the evidence-based component of dyslexia intervention. The comprehensive coursework meets all the descriptors outlined *The Texas Dyslexia Handbook, Revised July 2014 (chapter III, p. 26-27)* and topical classes address particular descriptors.

Neuhaus professional development classes adhere to The Knowledge and Practice Standards for Teachers of Reading set forth by the International Dyslexia Association.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Purchase of Dyslexia Intervention Training from Neuhaus Education Center
2. Decline to Approve the Purchase of Dyslexia Intervention Training from Neuhaus Education Center
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Purchase of Dyslexia Intervention Training from Neuhaus Education Center

**FUNDING SOURCE**

*Additional Details*

General Fund

199-31-6299-0D8-999-26-209

**COST:**

\$531,284.00

**VENDOR:**

Neuhaus Education Center

**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**

Dyslexia teachers and dyslexia assessors for elementary and secondary schools to ensure all eligible students are served.

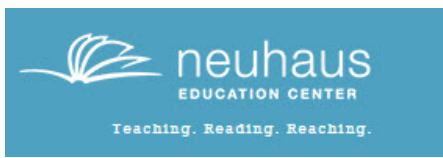
**RATIONALE:**

In order to assure that the unique needs of students identified with dyslexia are met, the teachers who instruct these students must have a thorough knowledge of this language learning difference and the capacity to deliver specialized literacy remediation. Neuhaus will provide the extensive professional development necessary to qualify individual dyslexia teachers as International Dyslexia Association (IDA) Certified Dyslexia Practitioners. Training for the Dyslexia Assessors assures alignment with national best practices as well as with the instructional program.

**INFORMATION SOURCE:**

Charles Carroll  
Sara Arispe





Company Address 4433 Bissonnet  
 Bellaire, TX 77401-3233  
 US

Phone (713) 664-7676

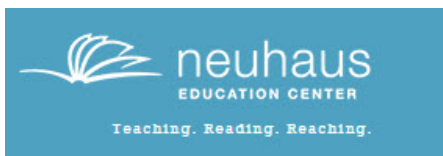
Contact Name Sara Arispe  
 Phone (817) 814-1600  
 Email sara.arispe@fwisd.org

Created Date 6/30/2017  
 Expiration Date 7/27/2017  
 Quote Number QUO-0000342

Prepared By Cathie Fisher  
 Phone (713) 664-7676  
 Extension 208  
 Email cfisher@neuhaus.org

Account Name Fort Worth ISD  
 Quote Name Cohort 2 Elementary & Middle School Dyslexia Teachers  
 Quote To 100 N. University  
 Fort Worth, TX 76107

Product	Quantity	Sales Price	Total Price
Additional Participant(s)	330.00	\$150.00	\$49,500.00
CERI Exam	75.00	\$150.00	\$11,250.00
Close Reading of Increasingly Complex Text: What to Read and How to Read (1Day, 21-40 Participants)	1.00	\$5,900.00	\$5,900.00
Developing Metacognitive Strategies (2 Days; Up to 40 Participants)	2.00	\$11,800.00	\$23,600.00
Developing Vocabulary for Reading Success (Online)	75.00	\$75.00	\$5,625.00
Ethical Standards Module Online	75.00	\$45.00	\$3,375.00
Guide for Classes	59.00	\$975.00	\$57,525.00
Language Enrichment (5 Days; Up to 40 Participants)	2.00	\$29,500.00	\$59,000.00
Materials: Close Reading of Increasingly Complex Text Class	75.00	\$0.00	\$0.00
Materials: Developing Metacognitive Skills Class	75.00	\$125.00	\$9,375.00
Materials: Developing Vocabulary for Reading Success Class	75.00	\$25.00	\$1,875.00
Materials: Family Information Resources	75.00	\$150.00	\$11,250.00
Materials: Language Enrichment Class	75.00	\$280.00	\$21,000.00
Materials: Multisensory Grammar Class	75.00	\$25.00	\$1,875.00
Materials: Planning Evidence-Based Lessons Class	75.00	\$20.00	\$1,500.00
Materials: Reading Readiness Class	75.00	\$100.00	\$7,500.00
Materials: Scientific Spelling Advanced Class	75.00	\$0.00	\$0.00
Materials: Test & Assessments, 504 & IDEA Class	75.00	\$30.00	\$2,250.00
Materials: Unexpected Underachievement Class	75.00	\$30.00	\$2,250.00
Materials: Written Composition Fundamentals Class	75.00	\$0.00	\$0.00
Mentoring for Certification Programs	75.00	\$1,750.00	\$131,250.00
Multisensory Grammar (1Day; 21-40 Participants)	1.00	\$5,900.00	\$5,900.00
Planning Evidence-Based Lessons (1 Day, 21-40 Participants)	1.00	\$5,900.00	\$5,900.00
Reading Readiness (1 Day 21-40 Participants)	2.00	\$5,900.00	\$11,800.00
Scientific Spelling Part 2 Online (1/2 Day)	75.00	\$75.00	\$5,625.00



Test & Assessments, 504 & IDEA	1.00	\$5,900.00	\$5,900.00
Unexpected Underachievement (1Day; 21-40 Participants)	1.00	\$5,900.00	\$5,900.00
Written Composition Fundamentals (1Day; 21-40 Participants)	1.00	\$5,900.00	\$5,900.00

Shipping and Handling	\$3,334.00
<b>Grand Total</b>	<b>\$456,159.00</b>

### Professional Learning Descriptions

Products are for a cohort of the same 55 Elementary School Dyslexia Teachers and 20 Middle School Dyslexia Teachers to complete classes together.

Additional Participant(s) – A daily rate is charged for each additional participant above the maximum per class. This increase above maximum within in this quote is pre-approved. If facilities will not accommodate the total participants in one space, additional classes may be required at additional costs.

CEERI Exam Fee – Spring/Summer 2018 – 75 Participants – cohort will sit for the Center for Effective Reading Exam. Successful completion qualifies participant for certification.

Close Reading of Increasingly Complex Text – May 17, 2018 – 75 Participants will learn 1) how to evaluate the quantitative and qualitative complexity of a text with consideration of the reader and the text, 2) how to encourage close reading of a text, and 3) how to select the most appropriate text to increasingly demand more from the reader.

Developing Metacognitive Strategies – August 16-17, 2017 for 20 Middle School Teachers and February 1-2, 2018 for 55 Elementary Teachers - Participants will learn activities that increase oral language, strategies for increasing vocabulary and background knowledge, summarization activities, questioning techniques, and progress monitoring for fluency, vocabulary, and comprehension.

Developing Vocabulary for Reading Success Online – January 19-June 29, 2018 – 75 Participants learn strategies for learning specific vocabulary such as word webs and word-learning strategies, using contextual clues. Digit masters with eight model lessons with activities that support vocabulary development are included.

Ethical Standards Online – 75 Participants - As a component of the Neuhaus Literacy Interventionist Program, participants learn standards of ethical conduct for providing dyslexia remediation.

Family Information Resources – 75 Participants - Resources are supplied to sites via the participants to provide families with information on dyslexia.

Guides for Classes - Neuhaus staff providing practicum support to achieve fidelity of implementation.

Language Enrichment – August 17, 24, 25, 29, and 30, 2017 for 55 Elementary Teachers and August 31, September 7, 14, 21, and 28, 2017 for 20 Middle School Teachers - Participants learn how to use formal and informal data to adjust instruction to meet student needs. Instruction for students may include; reliable reading and spelling patterns, development of oral language and world knowledge, metacognitive strategies for comprehension, and/or opportunities for practice.

Mentoring for Certification Programs – 2017-2018 School Year - 75 Participants - includes Book Reviews, New Student and Class Reports, Progress Reports and 5 Demonstration Lessons. Assignments to be completed during designated timeframes indicated on cohort syllabus. Includes textbook associated with assignments.

Multisensory Grammar – November 30, 2017 – 75 Participants learn; activities that make the abstract concept of grammar concrete, strategies for increasing students' sentence complexity when writing, and use of parts of speech in the construction and revision of written paragraphs.

Planning Research Based Lessons – October 9, 2017 – 75 Participants

comprehensive lesson using information learned to this point. Using resources provided within classes teachers will leave with initial lesson plans for implementation.

Reading Readiness – August 16, 2017 for 55 Elementary Teachers and February 2, 2018 for 20 Middle School Teachers - Participants learn activities that will help children develop the critical skills necessary to become fluent readers. All activities are multisensory and can be used with the entire class, small groups, or individual students. Also included are multisensory letter introduction, instant word recognition, and the important component of handwriting.

In Scientific Spelling Part 2 (Advanced) – Online - January 19-June 29, 2018 – 75 Participants 1) learn the history of English orthography, 2) advance their knowledge of analyzing spelling errors, and 3) learn how to measure spelling progress through accuracy rather than achievement.

Test and Assessment; 504 and IDEA – March 22, 2018 – 75 Participants - This one-day class within the Literacy Interventionist Program addresses parameters of testing, and assessment, and regulatory guidelines for 504 and IDEA.

Unexpected Underachievement – August 15, 2017 – 75 Participants learn; models of literacy acquisition, domains of language and how they impact literacy and learning, characteristics of dyslexia, effective activities and strategies for learning to read and spell well, and appropriate accommodations.

Written Composition Fundamentals – January 18, 2018 – 75 Participants learn; how to teach the structures of descriptive, narrative, process, compare, persuasive, and argumentative paragraphs, how to help students enhance the quality of their paragraphs, and how to teach students to edit and revise paragraphs.



**neuhaus**  
EDUCATION CENTER

Teaching. Reading. Reaching.

**NEUHAUS EDUCATION CENTER**

4433 Bissonnet

Bellaire, TX 77401-3233

(713) 664-7676 Tax ID # 74-2128239

www.neuhaus.org

**Quote**

Quote Date 6/30/2017

Expiration Date 7/27/2017

**CUSTOMER**

Fort Worth ISD  
100 N. University  
Fort Worth, TX 76107

**Attn: Sara Arispe**

Phone: (817) 814-1600

Email: [sara.arispe@fwisd.org](mailto:sara.arispe@fwisd.org)

**To secure professional learning, please return Quote with an executed Professional Services Contract or Neuhaus prepared Memorandum of Understanding (MOU) and if necessary to guarantee payment, an executed Purchase Order.**

Product	Quantity	Sales Price	Total Price
<b>Structured Literacy: Implementation Meeting Students' Needs</b> (Up to 40 Participants)	5	\$5,900.00	\$29,500.00
<b>Additional Participant(s)</b>	75	\$150.00	\$11,250.00
<b>Guide for Classes</b>	5	\$975.00	\$4,875.00
<b>Total</b>			<b>\$45,625.00</b>

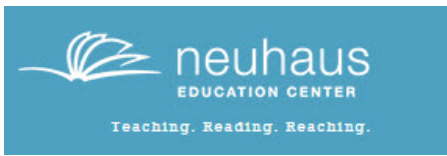
Audience: Cohort 1 of 55 Elementary School Dyslexia Teachers completing coursework during the 2016-2017 school year.

Structured Literacy: Implementation Meeting Students' Needs (Up to 40 Participants) – The ultimate goal of Structured Literacy instruction is the development of deep levels of comprehension and expression and lifelong reading and writing habits. This instruction enhances reading and academic achievement of all students and is essential for students with dyslexia or related difficulties.

Additional Participant(s) – A daily rate is charged for each additional participant above the maximum per class. This increase above maximum within this quote is pre-approved. If facilities will not accommodate the total participants in one space, additional classes may be required at additional costs.

Guides for Classes - Neuhaus staff providing practicum support to achieve fidelity of implementation.

**Comments:** Please contact Cathie Fisher at [cfisher@neuhaus.org](mailto:cfisher@neuhaus.org), at 713-664-7676 if you have questions.



Company Address 4433 Bissonnet  
 Bellaire, TX 77401-3233  
 US  
 Phone (713) 664-7676

Created Date 6/26/2017  
 Expiration Date 7/26/2017  
 Quote Number QUO-0000100

Contact Name Sara Arispe  
 Phone (817) 814-1600  
 Email sara.arispe@fwisd.org

Prepared By Cathie Fisher  
 Phone (713) 664-7676  
 Extension 208  
 Email cfisher@neuhaus.org

Account Name Fort Worth ISD  
 Quote Name Fort Worth ISD Dyslexia Assessors  
 Quote To 100 N. University  
 Fort Worth, TX 76107

Product	Quantity	Sales Price	Total Price
Assessors Professional Learning	1.00	\$29,500.00	\$29,500.00
Grand Total			\$29,500.00

**Professional Learning Descriptions**

Assessors Professional Learning will provide 5 days of instruction at the district for 12 district personnel responsible for providing dyslexia screening and assessment. Instruction will be targeted to protocols used and provided by the district.

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE DATAMAX OF TEXAS PRINTING/COPIER SERVICES FOR 2017-2018**

**BACKGROUND:**

The Accountability and Data Quality Department requires printing/copier services for producing required materials for local testing, and documentation and training required by state testing programs. These services are required to support district and campus staff including campus testing coordinators, data analysts, and campus administrators.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Datamax Of Texas Services Printing/Copier Services for 2017-2018
2. Decline to Approve Datamax Of Texas Services Printing/Copier Services for 2017-2018
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Datamax Of Texas Services Printing/Copier Services for 2017-2018

**FUNDING SOURCE**

*Additional Details*

General Fund

199-31-6264-001-999-11-114-0000

**COST:**

\$90,000.00

**VENDOR:**

Datamax of Texas

**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**

All elementary school, middle school, high school, and specialty campuses

**RATIONALE:**

Printing/copier services support assessment practices and data reporting

**INFORMATION SOURCE:**

Charles Carroll  
Sara Arispe  
Chad Davis



# Digital Copier Equipment Proposal

*Submitted To:*

**Fort Worth ISD**

ADQ

*Submitted On:*

**June 13, 2016**

*Submitted By:*

**Lisa Baird**

Senior Business Process Consultant / Major Accounts

817.581.2800, Extension 5447







## Pricing

Datamax Canon Recommended Equipment Solution:

### Canon C5240a – {1 New} Copy/Print/Scan/Fax – Replacing all B&W Canon 4235's (N9760, N9810 & N9809)

- Color and B&W Multi-Function Copy/Print/Scan
- 40 Page Per Minute Print/Copy Speed
- Up to 75 Page Per Minute Scan Speed (B&W/Color)
- Scan to desktop, userbox, share folder or FTP site
- {4} 550-Sheet Paper Trays, 150-Sheet Bypass
- Staple finisher-corner and double staple up to 50 sheets
- 100-Sheet Reversing Automatic Document Feeder
- Scan directly into: Word, Excel and PowerPoint
- 3G Fax
- Color restriction available (would need to use access codes)
- Includes delivery/install/setup/network and user training

### Canon C5255– {1 New} Copy/Print/Scan/Fax- Replacing Color C5255 (N9811) located @ 100 N University

- Color and B&W Multi-Function Copy/Print/Scan
- 55 Page Per Minute Print/Copy Speed
- Up to 120 Page Per Minute Scan Speed (B&W/Color)
- Scan to email, desktop, share folder, user box or FTP site
- Scan directly to Microsoft Word, PowerPoint and Searchable PDF formats
- {4} 550-Sheet Paper Trays, 150-Sheet Bypass
- Side paper deck
- Staple Finisher- corner and double stapling
- 100-Sheet Reversing Automatic Document Feeder
- 3G Fax
- Color restriction available (would need to use access codes) or can default to B&W
- Includes delivery/install/setup/network and user training





### Canon New 8585i – {1 New} Copy/Print/Scan – Replacing B&W Canon 6275 (N9812)

- B&W Multi-Function Copy/Print/Scan
- 85 Page Per Minute Print/Copy Speed
- Up to 120 Page Per Minute Scan Speed (B&W/Color)
- {2} 1,500-Sheet Paper Trays {2} 550- Sheet Paper Trays and {1} 150-Sheet Bypass. **Soft close drawers**
- Side paper deck
- **Motion Sensor when machine is in sleep mode**
- **Noise reduced**
- Scan to email, desktop, user box and shared folder. **Blank page removal**
- **Larger control panel with flick/pinch action and expanded main menu**
- Staple finisher-corner and double staple up to 50 sheets
- 100-Sheet Reversing Automatic Document Feeder
- Includes delivery/install/setup/network and user training

### Canon New 8505i – {2 New} Copy/Print/Scan – Replacing B&W Canon 8105's (N9816 & N9817)

- B&W Multi-Function Copy/Print/Scan
- 105 Page Per Minute Print/Copy Speed
- **Up to 240 Page Per Minute Scan Speed (B&W/Color). Current is up to 120 ppm**
- {2} 1,500-Sheet Paper Trays {2} 550- Sheet Paper Trays and {1} 150-Sheet Bypass. **Soft close drawers**
- Side paper deck
- **Motion Sensor when machine is in sleep mode**
- **Noise reduced**
- Scan to email, desktop, user box and shared folder. **Blank page removal**
- **Larger control panel with flick/pinch action and expanded main menu**
- Staple finisher-corner and double staple up to 50 sheets
- 100-Sheet Reversing Automatic Document Feeder
- Includes delivery/install/setup/network and user training

**Staples are included in the contract**

**Keeping Current Canon 4235 N9759 located @ 2901 Shotts St Suite C**





**Datamax Leasing Option for Canon Equipment:**

36 Month Term..... \$6,891.27 a month (equipment and service)

- No further obligation to current lease and service agreement for lease # Q-05959
- **Monthly savings of -\$758.21 10% (-\$9,098.52 for the year)**

**Management Service Agreement**

**Canon C5240a (1), C5255a (1), 8585 (1) ,8505 (2) & current 4235 (1)**

- Includes all service calls, preventive maintenance calls, electrical and mechanical parts, fuser oil, drums, staples ,all color and B&W toner at no additional charge.
- Excludes supplies such as paper and transparencies.
- Shared Black Impressions Per Month..... 140,000 a month (420,000 a quarter)
- Additional Black Impressions to be invoiced at..... \$0.0061
- Shared Color Impressions Per Month..... 17,000 a month (51,000 a quarter)
- Additional Color Impressions to be invoiced at..... \$0.0432

*PROPRIETARY NOTES. All the prices and conditions in this proposal are valid for thirty (30) days from the date of proposal unless extended in writing or upon acceptance by FW ISD. All information in this proposal is to be considered to be proprietary and property of Datamax. All documentation and proposal information will be returned to Datamax at its request. Only those identified parties within FW ISD that are part of the decision making committee will have access to this proposal. Nothing in this proposal shall be copied, distributed or used by FW ISD without written authorization of Datamax of Texas.*



# MEMO

**Chad Davis**  
**Director, Data Analysis and Reporting – Accountability and Data Quality**  
OFFICE 817-814-1623  
chad.davis1@fwisd.org



Date: July 12, 2017  
To: Jonathan Bey  
Subject: PURCHASE ORDERS OVER \$50,000

## IDENTIFYING INFORMATION

Vendor: Datamax of Texas  
Funding: General  
Category: Bid/RFP/RFQ

**NEED:** The continued use of printer/copier services to support state, federal, and local assessments.

**TARGET GROUP:** All students, teachers, campus administrators, and central administrators.

**RESEARCH BASE FOR CONSIDERATION:** Quality professional learning for state and federal test administration increases efficiency at campuses and centrally.

**EVIDENCE OF SUCCESS:** The ability to provide student precoded answer documents and test materials significantly lessens administrative time of teachers and support staff at the campus when administering local assessments. The development of quality professional learning materials for test administration is essential to increasing the efficiency of state and local testing as well as meeting mandated training requirements. The development of quality professional learning materials for the effective use of all student data is essential to understanding student learning.

**IMPLEMENTATION:** This proposal for the 2015-2016 school year through the 2017-2018 school year reduced costs by 10%.

**COST:** \$90,000

**MONITORING:** Monitored by ADQ.

Approved: \_\_\_\_\_

Charles Carroll  
Chief Academic Officer

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE PURCHASE OF NATIONAL NORM REFERENCED TESTS:  
IOWA ASSESSMENT/LOGRAMOS 3/COGNITIVE ABILITIES TEST  
(COGAT)**

**BACKGROUND:**

The district uses nationally norm-referenced tests to monitor student progress and achievement in comparison to a national norm group. For primary grades, where there are no state tests, these provide a valid and reliable measure for instructional planning. CogAT is administered in grade 1 in the fall and contains a non-verbal component which serves as a good identification of gifted & talented students regardless of student's language.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Purchase of National Norm Referenced Tests: Iowa Assessment/Logramos 3/Cogmotive Abilities Test (COGAT)
2. Decline to Approve Purchase of National Norm Referenced Tests: Iowa Assessment/Logramos 3/Cogmotive Abilities Test (COGAT)
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of National Norm Referenced Tests: Iowa Assessment/Logramos 3/Cogmotive Abilities Test (COGAT)

**FUNDING SOURCE**

*Additional Details*

General Fund

199-31-6339-001-999-11-114-000000-

**COST:**

\$725,141.89

**VENDOR:**

Houghton Mifflin Harcourt

**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**

All elementary school campuses

**RATIONALE:**

The District uses the data from these norm-referenced assessments for instructional planning, gifted & talented identification, and to determine appropriate educational interventions for students. Results are also used to make relative comparisons of student performance by content area for groups and for individual students, and to monitor trends in performance over time. Results are accessible in Eduphoria AWARE so teachers, campus administrators, and central administrators can access the data. Testing for the Iowa Assessment and Logramos will take place in grades K – 2 will take place in April. CogAT will be administered to 1st grade students in September.

**INFORMATION SOURCE:**

Charles Carroll  
Sara Arispe  
Kenneth Torres

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVAL TO PAY FOR THE 2017-18 SCHOOL YEAR DUAL CREDIT TUITION**

**BACKGROUND:**

Fort Worth ISD pays Dual Credit tuition in the approved Dual Credit courses offered through Tarrant County College District and their high school during the school day for all students who qualify to participate in the Free or Reduced Lunch Program. Tuition is based on \$59.00 per credit hour with each student enrolling in at most 3 courses per semester.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve to pay for the 2017-18 school year Dual Credit tuition
2. Decline to Approve to pay for the 2017-18 school year Dual Credit tuition
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve to pay for the 2017-18 school year Dual Credit tuition

**FUNDING SOURCE**

*Additional Details*

General Fund

199-11-6223-001-XXX-31-697-000000

**COST:**

Not to exceed \$410,990.00

**VENDOR:**

Tarrant County College

**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**

Carter Riverside High School  
Arlington Heights High School  
Benbrook Middle/High School  
Diamond Hill-Jarvis High School  
Dunbar High School  
Eastern Hills High School  
North Side High School  
Paschal High School  
Polytechnic High School  
South Hills High School  
Southwest High School  
Trimble Tech High School  
Western Hills High School  
OD Wyatt High School  
Young Men's Leadership Academy

**RATIONALE:**

The approval to pay the Dual Credit tuition for students qualified to participated in the Free or Reduced Lunch Program will allow continued enrollment in college coursese which allow hghh school and college credit simultaneously.



**INFORMATION SOURCE:**

Charles Carroll  
Carrie Grant

# MEMORANDUM

Carrie Grant, Career & College Readiness Coordinator  
Advanced, Accelerated & Innovative Learning  
100 N. University Dr., Ste. NE 226, Fort Worth, Texas 76107  
OFFICE 817.814.2580 FAX 817.814.2585



Date: June 21, 2017  
To: Jonathan Bey  
Subject: PURCHASE ORDERS OVER \$50,000

## IDENTIFYING INFORMATION

Vendor: Tarrant County College  
Funding: General  
Category: Tuition  
Cost: Not to exceed \$410,990.00

### NEED:

To pay the Dual Credit tuition for students who qualify to participate in the Free or Reduced Lunch Program.

### TARGET GROUP:

High school students who qualify to participate in the Free or Reduced Lunch Program.

### RESEARCH BASE FOR CONSIDERATION:

### EVIDENCE OF SUCCESS:

The success of the program is based on students successfully completing dual credit courses.

### IMPLEMENTATION:

The Dual Credit program has been ongoing since 2007.

### COST:

Not to exceed \$410,990.00


### MONITORING:

Students are monitored through semester grades.

### EVALUATION:

Evaluation of Dual Credit is based upon the success of the program which is determined by the number of students successfully completing dual credit courses.

Approved: \_\_\_\_\_

  
Charles Carroll  
Chief Academic Officer

**CONSENT AGENDA ITEM  
BOARD MEETING  
JULY 18, 2017**

**TOPIC:        **APPROVE AUTHORIZATION TO INITIATE AND AWARD  
CONTRACTS FOR A STRUCTURED PRIMARY LITERACY  
PROGRAM****

**BACKGROUND:**

As part of our District focus on early literacy and through an audit of current literacy resources and practices, we recognize a need for intensive literacy support in structured literacy instruction. Teachers and principals have asked the District for a phonics system that provides the instructional components and training needed to support high levels of literacy.

FWISD has adopted a comprehensive approach to building awareness and capacity for literacy instruction for early childhood through grade 2 to ensure 100% of students are reading on or above grade level by 3<sup>rd</sup> grade.

**The Necessities of Critical Reading – Structured Literacy Instruction**

*Critical reading is the ultimate goal of content instruction. The Simple View of Reading (Gough & Tunmer, 1986; Hoover & Gough, 1990) suggests reading comprehension is dependent on adequate decoding and language comprehension. Poor reading comprehension may be caused by inadequate decoding, inadequate language comprehension, or inadequate decoding and language comprehension (Gough & Tunmer, 1986; Hoover & Gough, 1990). Therefore, students' decoding and language comprehension skills should be assessed, and appropriate decoding and/or language comprehension instruction should be provided as needed to ensure the development of critical reading comprehension.*

**Structured Early Literacy Program**

FWISD is interested in implementing a Structured Primary Literacy Program for grade K-2. Structured Literacy incorporates the evidenced-based elements needed for automatic word reading: decoding and language comprehension. Structured Literacy teaching is systematic, explicit, and diagnostic. Structured Literacy instruction requires deep content knowledge and specific teaching expertise.

**Structured Literacy Instructional Elements:  
Principles of Instruction**

- Phonology
- Sound-Symbol Association
- Syllable Instruction
- Morphology
- Syntax
- Semantics

**Structured Literacy Guiding**

- Systematic and Cumulative
- Explicit
- Diagnostic

Seven (7) days of professional learning focused on Structured Literacy for campus based leaders (principals and assistant principals). Knowledge of the elements and principles of instruction will build leaders’ capacity to support teachers and promote effective reading instruction for all students.

Each day of instruction will include interactive presentations, practice activities with content, checks for understanding, collaborative leadership discussions, and time for reflection.

**Suggested Outline:**

- Day 1 – Foundation Concepts & Domains of Language
- Day 2 – Establishing the Alphabetic Principle & Teaching the Structure of English
- Day 3 – Syllables, Morphology & Vocabulary Development
- Day 4 – Strategies for Developing Fluency & Text Comprehension
- Day 5 – Grammar & Fundamental Written Composition
- Day 6 – Spelling Instruction
- Day 7 – Assessment to Guide Instruction & Dyslexia and Related Disorders

Accordingly, we published Request for Proposal (RFP) 17-080, entitled “Consultant Services for a Structured Primary Literacy Program”. The two vendors that responded to our solicitation both have done work for FWISD in the past. They are Estrellita and Neuhaus. Based on the evaluation results we are recommending that we negotiate contracts with both vendors in order to secure our success in this area.

The evaluation team and the results are provided below.

	Estrellita	Neuhaus
Evaluator 1	58	90
Evaluator 2	100	100
Evaluator 3	78	90
Evaluator 4	60	65
Avg. Total	74	86

The evaluation committee consisted of the following:

- Lana Marbut-Evans, Literacy Content Specialist
- Cassandra Morris-Surles, Director, Early Childhood
- Berty Magana, Director, Teacher Learning
- Khechara Bradford, Assistant Superintendent for Curriculum & Instruction

**ALTERNATIVES:**

1. Approve the authorization to initiate and award contracts for a structured primary literacy program

2. Decline to approve the authorization to initiate and award contracts for a structured primary literacy program
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the authorization to initiate and award contracts for a structured primary literacy program.

**FUNDING SOURCE:**

Special Revenue	255-13-6299-015-999-24-528-000000-18F28
	211-13-6299-015-999-24-510-000000-18F10

**COST:**

\$100,000 Estrellita  
 \$350,000 Neuhaus

**VENDOR**

Estrellita  
 Neuhaus

**PURCHASING MECHANISM**

**Bid/Proposal**

Bid Number: 17-080  
 Number of Bids/Proposals received 2  
 HUB Firms: 0  
 Compliant Bids: 2

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 vendors listed above have been selected to support this purchase.

**PARTICIPATING SCHOOLS/DEPARTMENTS**

A.M. Pate	Van Zandt-Guinn
Bill J. Elliott	John T. White
Christene C. Moss	Maude I. Logan
Clifford Davis	Maudrie M. Walton
Como	Mitchell Boulevard
De Zavala	S.S. Dillow
E.M. Daggett	Sunrise-McMillan
Eastern Hills	T.A. Sims
Harlean Beal	West Handley

**RATIONALE:**

Both vendors offer the resources, professional learning, and coaching needed. One vendor supports English literacy instruction and the other vendor offers their products, professional learning and coaching in Spanish.

Fort Worth ISD is requesting a multisensory approach to teaching reading based on the Orton-Gillingham approach which teaches the structure of language and combines all learning senses—auditory (hearing and speaking), visual (seeing and perceiving), and kinesthetic (touch and movement) in teaching students. Learners move systematically from simple to more complex material in a sequential, logical manner that enables students to master important literacy skills.

**The content of a multisensory structured language education approach presents the components of literacy consisting of the following:**

- Phonology and phonological awareness: The study of sounds and how they work within their environment
- Sound-symbol association: Understanding the relationship between sounds and symbols in reading comprehension
- Syllable instruction: Understanding the units of oral and or written language
- Morphology: The study of how morphemes are combined to form words
- Syntax: The principles that dictate the sequence and function of words
- Semantics: The aspect of language concerned with meaning

A multisensory language education approach is taught in an explicit, systematic and sequential manner, to activate and engage the learning to emphasize discovery and understanding. Teacher modeling is used as well as prompts, questioning, and individualization.

**INFORMATION SOURCES:**

Charles Carroll  
Khechara Bradford

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE THE RENEWAL OF THE INTERLOCAL EARLY COLLEGE HIGH SCHOOL AGREEMENT WITH THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER, UNIVERSITY OF NORTH TEXAS, TARRANT COUNTY COLLEGE DISTRICT, TARRANT COUNTY COLLEGE TRINITY RIVER CAMPUS AND FORT WORTH ISD**

**BACKGROUND:**

To approve the renewal of the continued collaboration between the Parties related to the establishment and operation of an Early College High School known and the Texas Academy of Biomedical Sciences. The agreement requires renewal to continue operating as a designated Early College High School per TEA requirements. The agreement also allows the partnership between all 4 entities to continue.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Renewal of the Interlocal Early College High School Agreement with the University of North Texas Health Science Center, University of North Texas, Tarrant County College District, Tarrant County College Trinity River Campus and Fort Worth ISD.
2. Decline to Approve the Renewal of the Interlocal Early College High School Agreement with the University of North Texas Health Science Center, University of North Texas, Tarrant County College District, Tarrant County College Trinity River Campus and Fort Worth ISD.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Renewal of the Interlocal Early College High School Agreement with the University of North Texas Health Science Center, University of North Texas, Tarrant County College District, Tarrant County College Trinity River Campus and Fort Worth ISD.

**FUNDING SOURCE**

***Additional Details***

No Cost

"Not Applicable"

**COST:**

No Cost

**VENDOR:**

"Not Applicable"

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Texas Academy of Biomedical Sciences

**RATIONALE:**

The renewal of the interlocal agreement will allow continued collaboration for success in the operation of the Early College High School know as the Texas Academy of Biomedical Sciences.



**INFORMATION SOURCE:**

Cherie Washington

Charles Carroll

Sherry Breed

TJ Jarchow

Troy Langston

Texas Academy of Biomedical Sciences  
3813 Valentine Street, Fort Worth, Texas 76107  
(817)815-2300  
[www.fwisd.org](http://www.fwisd.org)



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

Troy Langston-Principal

June 20, 2017

To whom it may concern,

The attached renewal letter for interlocal agreement among FWISD, TCCD, and our UNT/UNTHSC partners allows our students to continue receiving the educational benefits of our partnership. Specifically UNTHSC hosts part of our 9<sup>th</sup> grade summer bridge each year, giving our students a picture of what is to come in their futures as biomedical professionals. This experience enriches our students' understanding of the applications related to their TABS learning experiences. Students also spend time at TCC working with the library media department working on research skills, and they receive college preparedness activities from UNT personnel. The summer bridge is part of the Texas Early College High School blueprint and our TABS summer bridge is specific to our campus goals and learning outcomes. This interlocal agreement allows us to continue to offer this unique educational experience for our students. It also allows our students to continue in the preceptorship experiences at UNTHSC as upperclassmen. This agreement establishes that each partner will pay for its own part in this relationship without having to pay for the staffing or other costs of the other parties in this relationship. It was written with this in mind. FWISD will pay for its staff and transportation through normal budgeting process, and the other partners will pay for their responsibilities through their own channels. It does not establish any new costs to our district or school beyond that which has already been established in our yearly budgeting and activity planning processes.

This agreement is separate from the MOU with Tarrant County College which specifies all the required items needed to continue operating with them as an early college high school.

Sincerely,

Troy Langston  
Principal, Texas Academy of Biomedical Sciences  
[troy.langston@fwisd.org](mailto:troy.langston@fwisd.org)  
817 815-2300

**Renewal and Extension  
of**

**INTERLOCAL EARLY COLLEGE HIGH SCHOOL AGREEMENT  
by and between**

**University of North Texas Health Science Center, University of North Texas, Tarrant County  
College District, Tarrant County College Trinity River Campus and Fort Worth ISD Collaboration**

This Renewal and Extension to the Interlocal Early College High School Agreement (“Renewal and Extension”) is made and entered into by University of North Texas Health Science Center (“UNTHSC”), Fort Worth Independent School District (“FWISD”), Tarrant County College District (TCC), Tarrant County College Trinity River Campus (“TCC Trinity River”) and the University of North Texas (“UNT”). UNTHSC, FWISD, TCC, TCC Trinity River and UNT shall collectively be referred to herein as “Parties” and individually as “Party.”

**RECITALS**

WHEREAS, the Parties entered into that certain Interlocal Early College High School Agreement (“Agreement”) effective upon last signature on September 19, 2016, for an initial term of one year; and

WHEREAS, the Parties wish to further extend the term of the Interlocal Early College High School Agreement for an additional one year period.

THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. **Extension of Term.** The term of the AGREEMENT is hereby extended for an additional one year period following signing of this Renewal and Extension and is renewable on an annual basis for additional one (1) year term based on the written consent of the Parties.
  
2. **Entire Agreement.** This Renewal and Extension and the AGREEMENT as renewed and extended herein, constitute the entire agreement between the parties. No oral statements or prior written statement not specifically incorporated herein shall be of any force and effect. The parties expressly acknowledge that, in entering into and executing this Renewal and Extension, the parties rely solely upon the representations and agreements contained in this Renewal and Extension and no others.

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have executed this Renewal and Extension to the AGREEMENT to be effective upon signature.

**UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH**

By: \_\_\_\_\_  
President

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

**UNIVERSITY OF NORTH TEXAS**

By: \_\_\_\_\_  
President

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

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent

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

By: \_\_\_\_\_  
President of School Board

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

**TARRANT COUNTY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Chancellor

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

HSC Contract # 2016-0894

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: WORKFORCE SOLUTION OF TARRANT COUNTY CONRTACT WITH  
FWISD OFFICE OF ADULT EDUCATION FOR THE 2017-2018 ADULT  
EDUCATION PROGRAM**

**BACKGROUND:**

In 2014, the Fort Worth ISD Office of Adult Education (FWISD OAE), in conjunction with the Tarrant County Adult Education and Literacy Consortium (TCAELC), was awarded a grant from the Texas Workforce Commission (TWC) in response to TWC RFP 320-14-10 to execute Adult Education and Literacy programs as prescribed by the Adult Education and Family Literacy Act (AEFLA) and the Workforce Investment and Opportunity Act (WIOA). This grant was awarded with the understanding that member of the Consortium would serve as sub-recipients to provide the agreed upon services.

In the Spring of 2017, the members of the consortium approved an amendment to the consortium partnership agreement that designates the Tarrant County Workforce Development as the Grant Recipient and Fiscal Agent for TWC funding awards.

Effective July 1, 2017, the Workforce Board became the fiscal agent and FWISD became a sub-contractor in the grant. The contract for approval is between Workforce Solutions of Tarrant County (WSTC), as the fiduciary agent, and FWISD as a subcontractor, to fund the District's Office of Adult Education.

The FWISD Office of Adult Education has solidified the necessary program changes that will be needed to operate within the funding provided and the needed changes will be implemented during the 2017-2018 year to ensure the students targets are met.

Estimated Cost of the FWISD Adult Education program for 2017-2018 is \$2,386,019, which will be reimbursed as a subcontractor through this agreement.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Workforce Solution of Tarrant County Contract With FWISD Office of Adult Education for The 2017-2018 Adult Education Program
2. Decline to Approve Workforce Solution of Tarrant County Contract With FWISD Office of Adult Education for The 2017-2018 Adult Education Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Workforce Solution of Tarrant County Contract With FWISD Office of Adult Education for The 2017-2018 Adult Education Program

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

**VENDOR:**

**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**

Adult Education Location Throughout Tarrant County

**RATIONALE:**

The attached contracts are for specific services outlined in the grant response and are necessary for the successful execution of the TWC grant we have accepted.

**INFORMATION SOURCE:**

Sherry Breed  
Edward Spears

## TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

**CONTRACT NUMBER:** 17-SPC-AEL-004      **CONTRACT TYPE:** Cost Reimbursement

**FUNDING SOURCE:**                      Adult Education and Literacy

**CONTRACT PERIOD:**                  From July 1, 2017 To June 30, 2018

**FUNDED PROJECT/PROGRAM:** Adult Education and Literacy Services

**TOTAL FUNDING OBLIGATION NOT TO EXCEED:** \$2,386,019.00.

Adult Education and Literacy Funds Awarded	2,386,019.00
<b>Total Contract Amount</b>	<b>\$2,386,019.00.</b>

This contract is entered into by and among the TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD (TCWDB or the Board) and the FORT WORTH INDEPENDENT SCHOOL DISTRICT (herein referred to as the Contractor):

<p><b>Workforce Solutions for Tarrant County</b></p> <p><b>Address:</b> <u>1320 S. University Drive, Suite 600</u></p> <p><b>City:</b> <u>Fort Worth, Texas 76107</u></p> <p><b>Contact:</b> <u>Ms. Jauneen Maldonado</u></p> <p><b>Phone:</b> <u>817-804-4225</u></p> <p><b>Fax:</b> <u>817-222-6323</u></p> <p><b>E-Mail:</b> <u>jauneen.maldonado@workforcesolutions.net</u></p>	<p><b>Contractor:</b> <u>Fort Worth Independent School District</u></p> <p><b>Business Address:</b> <u>5701 Meadowbrook Drive Fort Worth, TX 76112</u></p> <p><b>Mailing Address:</b> <u>5701 Meadowbrook Drive Fort Worth, TX 76112</u></p> <p><b>Contact:</b> <u>Mr. Edward Spears</u></p> <p><b>Phone:</b> <u>817-492-7960</u></p> <p><b>Fax:</b> <u>817-492-7977</u></p> <p><b>E-Mail:</b> <u>edward.spears@fwisd.org</u></p>
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The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

- Table of Contents
- Part A - General Contract Terms
- Part B - Contract Budget and Budget Back-Up
- Part C - Statement of Work
- Part D - Contract Attachments



The parties agree that the programs provided under the herein above listed parts of this contract shall be administered pursuant to the Texas Workforce Commission's Financial Manual for Grants and Contracts.

The Contractor hereby acknowledges that it has read and understands this entire contract. All oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

The Contractor agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Board is true and correct in all respects to the best of its knowledge and belief. The obligations of the Board under this contract are expressly contingent upon the availability of funds for such purpose, under the applicable federal, state and/or other sources. This contract shall not be binding until expressly approved by the Executive Director of the Board, or the Executive Director's designee.

**APPROVED:**

**TARRANT COUNTY LOCAL  
WORKFORCE DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**

\_\_\_\_\_  
Judy McDonald  
Executive Director

\_\_\_\_\_  
Kent Scribner  
Superintendent Fort Worth ISD

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

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

**PART A**  
**GENERAL CONTRACT TERMS**

**TARRANT COUNTY LOCAL WORKFORCE  
DEVELOPMENT BOARD**

**GENERAL TERMS FOR CONTRACT WITH  
TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD**

Contract No. 17-SPC-AEL-004

**SECTION 1 - PARTIES TO CONTRACT**

The Tarrant County Local Workforce Development Board, herein referred to as "the Board" and the Fort Worth Independent School District, herein referred to as "the Contractor", have made and entered into this contract which, together with the documents attached and/or incorporated by specific reference, constitutes the entire agreement between the parties, and is herein referred to as "the Contract".

**SECTION 2 - CONTRACT PERIOD**

The period for performance of this Contract shall commence July 1, 2017 and shall terminate June 30, 2018 unless otherwise provided for in the Statement of Work.

**SECTION 3 - CONTRACT FUNDING**

The total amount of funding awarded under this contract shall not exceed \$2,386,019.00 This funding is comprised of the following categories:

AEFLA Federal:	\$1,658,917.41
AEFLA State:	\$ 243,921.36
EL / Civics:	\$ 255,423.24
TANF:	\$ 190,737.99
Professional Development:	<u>\$ 37,019.00</u>
Total:	<u>\$2,386,019.00</u>

Five percent (5%) of awarded funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 5%) in total grant funds.

**SECTION 4 - LEGAL AUTHORITY**

- 4.1 The Board is the designated agency of the Tarrant County Workforce Development Area to implement:
- The Workforce Innovation and Opportunity Act of 2014 [WIOA] (29 U.S.C. 3101, *et seq.*)
  - The Workforce Investment Act of 1998 [WIA] (29 USC §2801 *et seq.*),
  - The Wagner-Peyser Act (29 U.S.C. §49 *et seq.*),
  - Portions of the public assistance programs under the Social Security Act (42 U.S.C. §301 *et seq.*), and
  - The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 [PRWORA] (7 U.S.C §201.1, *et seq.*), and
  - Other employment, training, and education related programs as directed by the Texas Workforce

Commission (TWC) or as initiated by the Board.

- 4.2 The Board is responsible, under these legal authorities, for administering an integrated workforce development system, including job training, employment, and employment-related educational programs.
- 4.3 Each person signing this Contract on behalf of the Board and the Contractor hereby warrants that he/she has been fully authorized by the Board and the Contractor to execute this Contract on behalf of the Board and the Contractor and to validly and legally bind the Board and the Contractor to all the terms, performances and provisions herein set forth.
- 4.4 If Contractor is a Texas Corporation, either for profit or non-profit, Contractor shall provide (1) a Certificate of Existence from the Secretary of State; and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a foreign corporation qualified to do business within the State of Texas, Contractor shall provide (1) a Certificate of Authority from the Secretary of State authorizing it to do business within the State of Texas and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a non-profit corporation having exempt status from federal income taxation, it must provide the appropriate Internal Revenue Service notice of exemption as well as an exemption letter from the Comptroller of the State of Texas granting exemption from State franchise taxes.

## **SECTION 5 - ADULT EDUCATION PROGRAMS AND TARRANT COUNTY LITERACY CONSORTIUM OVERVIEW**

- 5.1 On May 18, 2013, Governor Rick Perry signed into law Texas Senate Bill (SB) 307, 83<sup>rd</sup> Legislature, Regular Session (2013), which transferred responsibility for Adult Education and Literacy (AEL) programs from TEA to the Texas Workforce Commission. The Texas Legislature, through its review of the AEL program and accompanying legislative actions, signaled the need for deliberate and transformative change in the management, mission, and delivery systems of the AEL program to better meet the needs of adult learners.

The Tarrant County Literacy Consortium was created in 2014 to guide the local transformation of Adult Education and Literacy programs in Tarrant County, under the leadership of the Tarrant County Workforce Development Board. The consortium was formed under a Partner Agreement which included the Board and the nine AEL-funded service providers in Tarrant County. Among the purposes of the Consortium was the leveraging of resources for use in implementing a comprehensive system to address the literacy needs of Tarrant County residents, with funds awarded to the Consortium being directed by the Consortium and administered by the appropriate partner.

## **SECTION 6 - BOARD PERFORMANCE**

- 6.1 The Board will serve as Grant Recipient and will oversee the delivery of AEL services and will be responsible for ensuring compliance with all TWC, AEL, EL Civics requirements, including reporting, professional development, service provider technical assistance, and any other duties required by TWC. Specific tasks will include:
  - 6.1.1 Relaying all updates and messages from TWC to service providers.
  - 6.1.2 Expressing questions, suggestions and ideas from Consortium members to TWC.
  - 6.1.3 Submitting all required grant reports following set due dates.
- 6.2 The Board will serve as Lead Organization of the Consortium with responsibility for planning and leadership, including leading Consortium meetings, technical assistance, data review, service provider

monitoring, and other Consortium needs. The Board will collaborate with Consortium members to carry out deliverables and timelines as required for this grant. Specific tasks will include:

- 6.2.1 Schedule, plan, and host regular Consortium meetings.
  - 6.2.2 Periodically visit sites across the Consortium service area.
  - 6.2.3 Provide feedback on those site visits to service provider.
  - 6.2.4 Schedule regular technical assistance visits/communication with each service provider.
  - 6.2.5 Respond to service provider needs, questions, and other inquiries as they arise.
  - 6.2.6 Conduct data reviews as outlined in grant application.
  - 6.2.7 Provide Consortium updates on progress and student successes.
  - 6.2.8 Lead initiatives to standardize various program components across Consortium.
  - 6.2.9 Make recommendations to Consortium members on areas of improvement. Provide opportunities for Consortium members to contribute.
  - 6.2.10 Develop and implement professional development plan for Consortium. This may include coordinating, leading, requesting, and providing professional development for Consortium.
- 6.3 Serve as Fiscal Agent for AEL grant funds with responsibility for financial management duties of the Consortium. Specific tasks will include:
- 6.3.1 Issue contracts for services.
  - 6.3.2 Submit expenditure reports and cash draw from TWC according to TWC CDER System due dates.
  - 6.3.3 Monitor funding and expenditure amounts of service providers throughout contract period.

## SECTION 7 - CONTRACTOR PERFORMANCE

- 7.1 Contractor shall serve as an AEL Service Provider, providing AEL services as specified in 20 U.S.C. § 9202 and Texas Labor Code § 315.003, in designated areas of Tarrant County. This also includes providing local service provider professional development, as needed using available professional development funds. Specific tasks will include:
- 7.1.1 Establish a centralized data entry and monitoring system to ensure data integrity.
  - 7.1.2 Complete all data in a timely manner to allow adequate time for the Board to submit TWC data reports.
  - 7.1.3 Provide services the number of students specified in Contract Part C - Statement of Work, at a minimum, during the contract period.
  - 7.1.4 Provide services at sites listed in section 4.6 of grant application.
  - 7.1.5 Meet or exceed Adult Education and Literacy Grantee Performance Measures as provided by TWC.
  - 7.1.6 Submit monthly expenditure reports to the Board.
  - 7.1.7 Establish partnerships with local organizations to provide AEL services including ABE/ASE, GED, ESL, EL Civics, Career Pathways, and Transitions classes.
  - 7.1.8 Maintain a Memorandum of Understanding on file for each partnership.
  - 7.1.9 Schedule services to meet the needs of adult learners and to meet the State Assessment and Goal Setting/ Attainment Policy and other TWC guidelines.
  - 7.1.10 Maintain student files in accordance with Texas Adult Education and Literacy Program Request for Proposal 320-14-10.
  - 7.1.11 Ensure all AEL staff meets the qualifications, including professional development requirements, according to Texas Adult Education and Literacy Program Request for Proposal 320-14-10. Maintain these qualification and professional development records for each staff member. This includes volunteers.
  - 7.1.12 Conduct student assessment and placement.
  - 7.1.13 Maintain waiting lists of students unable to begin classes at the time of inquiry.
  - 7.1.14 Provide updated site lists as requested by TWC and/or the Board.

- 7.2 Contractor shall serve as an active participant in the Consortium: participate in and contribute to Consortium meetings. Contractor will collaborate with the Board to fulfill the required data review, service provider monitoring, and other Consortium needs. Contractor will also collaborate with the Board and other Consortium members to carry out deliverables and timelines as submitted in this grant proposal. Specific tasks will include:
- 7.2.1 Follow established Consortium agreement and contribute to updating the agreement annually, or as needed.
  - 7.2.2 Participate in quarterly Consortium meetings.
  - 7.2.3 Meet with the Board and TCAEL Consortium contractors once per month.
  - 7.2.4 Participate in planning and design of standardized program components.
  - 7.2.5 Establish a procedure so students are referred to the service provider that is the best match for each student, depending on goals, needs, and availability.
  - 7.2.6 Contribute to the design and implementation of a Consortium professional development plan.
  - 7.2.7 Provide instructional curriculum, materials, and technology that prepare students for a successful future in their community, career, and college.
  - 7.2.8 Attend additional meetings or trainings that are critical to the success of the Consortium, especially regarding TEAMS data, performance measures, and funding.
  - 7.2.9 Provide and partner with local organizations to provide recruitment and marketing efforts for Consortium-wide services.
  - 7.2.10 Seek new partnerships to provide additional student support services.
  - 7.2.11 Complete quarterly surveys rating technical support and Consortium leadership.
- 7.3 The Contractor represents and guarantees that it possesses the legal authority to enter into this Contract and in consideration of the commitments set forth in Section 6 above, agrees to:
- 7.3.1 Provide services in accordance with the program specific provisions set forth in any statement of work attached hereto as Part C and made a part here of.
  - 7.3.2 State that the program or project is financed in whole or in part by federal and state funds when issuing requests for proposals and bid solicitations for projects or programs funded in whole or in part with funds provided under the terms of this Contract.
  - 7.3.3 Whenever applicable, comply with appropriate federal and state licensing or certification requirements.
- 7.4 The Contractor shall assist, cooperate, and coordinate with the TWC and the Board with the testing of the TWC Emergency Management and Business Recovery/Continuity of Operations Plan (the Local Emergency Management Plan) as needed and necessary.
- 7.5 The Contractor shall provide such services in compliance with all applicable federal and state laws, regulations, and rules. Further, the Contractor shall comply with the approved local workforce training and service plan and subsequent amendments, and with all Texas Workforce Commission, herein referred to as "TWC", and Board policies and procedures, which are made a part hereof by reference. In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.

## SECTION 8 - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed by both parties that the Board is contracting with the Contractor as an independent contractor, and that the Contractor agrees to indemnify the Board against all disallowed cost or other claims which may be asserted by any third party occurring in connection with the services to be performed or administered by the Contractor under this Contract.

- 8.2 The Board may undertake or award other contracts for additional or related work. The Contractor and any other additional contractor shall fully cooperate and accommodate each other's work and activities related to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance or work by any other contractor or by the Board or its agents.
- 8.3 The Contractor shall notify the Board within ten (10) working days of the occurrence of any change in the Contractor's name, governing structure or organization, taxpayer identification number, and of any voluntary or involuntary actions in bankruptcy.

## SECTION 9 - CONTRACT LIABILITIES

- 9.1 In consideration of the Contractor's full and satisfactory performance of the services specified in the attached Statement of Work, the Board will pay the Contractor in an amount equal to the actual costs for specific programs incurred by the Contractor in rendering such performance, contingent upon the availability of funds for such purposes, as more fully described in Section 10 (Fiscal Administration) herein, and subject to the following limitations:
- 9.1.1 The Board shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Contract, or any other law or regulation applicable to a specific program or service performed under this Contract.
- 9.1.2 Except as may be otherwise approved by the Board, the Board shall not be liable to the Contractor for costs incurred or performances rendered by the Contractor before commencement of this Contract or after termination of this Contract, except for the costs of close-outs and audit reports required pursuant to this Contract. Proposed closeout and audit costs shall be submitted to the Board for prior written approval.
- 9.1.3 After close-out of the contract, the Board shall not be liable for any costs incurred by the Contractor in the performance of this Contract, pursuant to 40 TAC §805.229 (The Close-out Process).
- 9.1.4 The Board shall not be obligated to pay for expenditures that exceed the approved budget, or any portion thereof, as incorporated into this Contract and attached hereto as Part B.
- 9.2 Method of Payment and Expenditure Reports
- 9.2.1 The Board agrees to make payment in accordance with the Line-Item Budget, attached here to as Part B, upon receipt of a proper and verified statement of current and/or projected costs for services rendered under this contract, after deducting therefrom any advance payment or previous overpayment made by the Board, and conditioned upon the Contractor having submitted a completed Line-Item Budget and Budget Back-Up, attached here to as Part B.
- 9.2.2 The Contractor shall submit to the Board, no later than fifteen (15) days following the end of each month during the period of performance of this Contract, a report detailing allowable expenditures incurred during the previous month, prepared on an accrual basis in the format prescribed by the Board.
- 9.2.4 The Contractor may request an advance based upon estimated allowable costs to be incurred by the Contractor during the period for which such advance is sought and which, if approved by the Board, shall be paid to the Contractor subject to Section 26 (Sanctions and Penalties) of this Contract.

## SECTION 10 - FISCAL ADMINISTRATION

### 10.1 Availability of Funds

Notwithstanding any other provisions of this Contract, it is understood and agreed by the parties hereto that the Board's obligations under this Contract are contingent upon actual receipt of adequate funds from federal and state sources to meet the Board's liabilities hereunder.

### 10.2 Financial Management Requirements

10.2.1 The Contractor shall establish and maintain accounting and financial management systems as described in Chapter 5 of the TWC Financial Manual for Grants and Contracts to account for all funds received under this contract.

10.2.2 The Contractor shall comply with the cost principles and administrative requirements set forth in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) and/or, the TWC Financial Manual for Grants and Contracts (FMGC), and directives specified by TWC and Board issuances.

10.2.3 The Contractor shall maintain fiscal controls and fund accountability in accordance with applicable federal and state legislation, federal regulations, state rules, and the reporting and records keeping requirements of the TWC FMGC and policies of the Board.

10.2.4 Income generated as a result of Workforce programs performed under this contract, including interest income, shall be utilized or disposed of and reported in accordance with the provisions of the TWC Financial Manual for Grants and Contracts.

10.2.5 The Contractor is responsible for the accurate, current, separate and complete disclosure of the status of the funds it has received or will receive under this or previous Contracts pursuant to applicable legislation, federal, state, and local regulations and policies of the Board, as applicable.

10.2.6 Five percent (5%) of awarded AEFLA funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 5%) in total grant funds.

10.2.7 Contractor shall seek and obtain the Board's prior written approval before implementing any change in a cost category. An amendment is required if cost category will be reduced by 20% or more.

### 10.3 Limitation on Liability

10.3.1 The Contractor understands and agrees that it shall be liable to repay to the Board any funds not expended in accordance with this Contract or determined to be expended in violation of the terms of this Contract, and pursuant to the corrective action process detailed in Chapter 17 of the TWC Financial Manual for Grants and Contracts. The Contractor shall be liable for such



funds and shall repay such funds even if the improper expenditure, if any, was made by a sub-contractor.

- 10.3.2 Pursuant to legislation, a member or former member of the Board may not be held personally liable for a claim, damage, loss, or repayment obligation of federal or state funds that arises from this Contract unless the act or omission that causes the claim, damage, loss, or repayment obligation constitutes official misconduct on the part of the Board Member, willful disregard of the requirements of this Contract on the part of the board member, or gross negligence on the part of the board member.
- 10.3.3 The Board may provide written notification to the Contractor in the form of either a unilateral letter of notification, with at least ten (10) working days notice, or a bilaterally executed contract modification of intent to either obligate additional funds or to de-obligate funds previously obligated under this Contract. The Board shall not be liable to the Contractor for, and retains the right to unilaterally de-obligate any excess or erroneous funding obligations inadvertently indicated in any Statement of Work or Line-Item Budget, attached hereto and made a part hereof. De-obligation or re-obligation of funds shall be pursuant to Sections 2.02 and 12.04 of the TWC Financial Manual for Grants and Contracts.

## SECTION 11 - ADMINISTRATIVE REQUIREMENTS

- 11.1 All business relationships between the Board and the Contractor shall conform to the administrative requirements found in:
  - 11.1.1 Any specific term or condition within this Contract,
  - 11.1.2 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as supplemented by the Rules promulgated by the Office of the Governor under the Uniform Grant Management Standards (UGMS),
  - 11.1.3 The TWC Financial Manual for Grants and Contracts, and
  - 11.1.4 Any directives specified by TWC issuances, except as otherwise specifically authorized by TWC in writing.
- 11.2 In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.
- 11.3 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104 PRWORA.
- 11.4 Responsibility for disallowed costs and other liabilities under any specific program grant or contract between the Board and the Contractor will be as follows:
  - 11.4.1 First Priority: The Contractor shall use available stand-in costs to resolve the disallowed costs or other liability to Board.
  - 11.4.2 Second Priority: The Board shall recover funds from the Contractor and utilize such funds to retire the liability to TWC.
  - 11.4.3 Third Priority: The Contractor shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to Board.

## SECTION 12 - REPORTING REQUIREMENTS

- 12.1 In addition to the financial reporting requirements set forth in Section 7 (Contractor Performance) of this

Contract, and upon the written request of the Board, the Contractor shall submit to the Board such additional periodic, contract close-out or ad-hoc reports on the operation and performance of this contract as may be required by the Board. The Board's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested.

- 12.2 The Contractor shall provide to the Board reports on its monitoring activities required under Section 16 (Monitoring, Audits, and Evaluations) of this Contract. Such reports shall be submitted on a periodic basis to be specified by the Board.

### SECTION 13 - RETENTION AND ACCESSIBILITY OF RECORDS

- 13.1 The Contractor shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, documents, automated data systems and other records pertaining to any grant award or program contract awarded under this Agreement from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding state or federal holidays.
- 13.2 Such rights to access shall continue as long as the Contractor retains the records.
- 13.3 Such rights of access and examination are granted to, as applicable,:
- 13.3.1 The United States Department of Labor,
  - 13.3.2 The United States Department of Health and Human Services,
  - 13.3.3 The United States Department of Education,
  - 13.3.4 The United States Department of Agriculture,
  - 13.3.5 The Comptroller General of the United States,
  - 13.3.6 The General Accounting Office,
  - 13.3.7 The Auditor of the State of Texas,
  - 13.3.8 TWC,
  - 13.3.9 Other state and federal auditing agencies, or
  - 13.3.10 Any duly authorized representative of the above named agencies as deemed appropriate by the Board or TWC.
- 13.4 The Contractor shall maintain program records and financial management records, which support and document all expenditures of funds made under this Contract. The Contractor shall, for all of its activities under this Contract, maintain a recordkeeping system for all of its activities based on the retention and custodial requirements for records in the TWC Financial Manual for Grants and Contracts, and 40 TAC §805.212, as amended. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 13.5 The Contractor shall retain all fiscal records and supporting documents for a minimum of three (3) years after final contract closeout, or for any greater period specified in the Statement of Work, attached here to as Part C. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved.
- 13.6 The Board, and other oversight entities, as detailed in Section 13.3 above, in coordination with the Board, shall have the right to timely and reasonable access to the Contractor and its Subcontractors, existing for the purposes of accomplishing the goals of this contract, premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview and discussion, related to all records required to be retained under this Section.
- 13.7 The Contractor shall implement and maintain an information security system for all records and supporting documentation, with particular attention to the reasonable safeguard of confidential client data, in accordance with the TWC Information System Security Policy.

## SECTION 14 - CHANGES AND AMENDMENTS

- 14.1 Except as specifically provided by this Contract, alterations, additions, or deletions to the terms of this Contract shall be modified in writing and executed by both parties.
- 14.2 Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or by regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 14.3 To ensure the legal and effective performance of this Contract, both parties agree the Board may amend performance under this Contract, during the contract period, by issuing policy directives to establish, interpret, or clarify performance requirements under this Contract. After a period of no less than 30 days subsequent to written notice unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Contract and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Contract so as to relieve the Board of any obligation specified in this Contract to reimburse the Contractor for costs properly incurred prior to the effective date of such policy directives.

## SECTION 15 - SUBCONTRACTS

- 15.1 Contractor subcontracts must require all subcontractors to comply with all requirements, as covered in this Contract:
  - 15.1.1 for retention and accessibility of records;
  - 15.1.2 for non-discrimination and equal opportunity;
  - 15.1.3 for prevention of fraud and abuse;
  - 15.1.4 for prevention of conflicting interests;
  - 15.1.5 for fiscal administration; and
  - 15.1.6 for audits or evaluations.
- 15.2 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 15.3 The Contractor agrees to submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 15.4 The Contractor shall assure that all workforce center subcontractors carry insurance required by this contract, or the equivalent, as well as other forms of insurance required by State or Federal law or regulation, pursuant to Section 38 (Bonding and Insurance).
- 15.5 The Contractor may enter into contracts, defined herein as written legal agreements with a sub-contractor that specify the terms and conditions for the provision of goods or services to be used by the Contractor or by participants in the Contractor's programs and which will be paid for with funds from this Contract. The term sub-contractor shall be defined as any organization, entity or individual that is awarded a contract under the Board's procurement standards and procedures, and may include a subrecipient or a vendor. The Board reserves the right to review and approve any and all sub-contracts prior to the Contractor formally agreeing to any level of service by a sub-contractor that may or will be paid for by funds provided to the Contractor under the terms of this Contract.
- 15.6 Except as specifically authorized by the Board in writing, in selecting Sub-contractors hereunder, the

Contractor shall establish and adhere to a procurement system consistent with federal, state and local laws, and any applicable TWC rules or issuances, for the award and management of contracts. The Contractor in subcontracting any of the performances hereunder is not acting as an agent of the Board.

- 15.7 The Contractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by the Contractor. All subcontracts shall be subject to all applicable federal and state laws and TWC issuances.
- 15.8 The Contractor shall not subcontract with any corporation that is unable to certify that either it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that is a non-profit corporation. Further, prior to entering into a subcontract, the Contractor shall obtain the assurance of any subcontractor that such subcontractor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, Proprietary School fees and assessments, and has no outstanding Unemployment Insurance overpayment balance. In addition, the Contractor must obtain such certifications and assurance pursuant to Section 28 (Political Activity and Lobbying) of this Contract.
- 15.9 When issuing requests for proposals, bid solicitations, press releases, statements, and other documents describing projects or programs funded in whole or in part with federal funds, all subcontractors shall state the projected dollar amount and projected percentage of the total costs of the program or project which will be financed with those federal funds, and the dollar amount and percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 15.10 If any subcontract is subject to the requirements of Texas Family Code §231.006, the Contractor shall comply with the provisions of that statute.
- 15.11 The Contractor shall provide and maintain a program and fiscal monitoring system as defined in the TWC Financial Manual for Grants and Contracts, and other Board directives as issued, covering the services to be rendered under any sub-contract. Complete records of all monitoring performed by the Contractor shall be maintained and made available to the Board during Contract performance and for as long thereafter as the TWC Financial Manual for Grants and Contracts may require, but for no less than three (3) years.

## SECTION 16 – MONITORING, AUDITS, AND EVALUATIONS

- 16.1 The Contractor shall supply to the Board an audit that is in compliance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, no later than the end of nine months following the end of the Contractor's Fiscal Year.

Non-federal entities that expend less than \$750,000 per year in Federal awards are exempt from Federal audit requirements for that year. However, financial records must be made available for review or audit by representatives of the appropriate Federal agency and/or pass-through entities, such as the Board. Limited scope audits or monitoring visits may be scheduled at the Board's discretion to review sub-recipients who are exempt from Federal audit requirements.

- 16.2 The Board reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Contractor under this Contract. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Board and must be conducted in accordance with applicable federal rules and regulations, grant award or program contract guidelines, and established professional standards and practices.
- 16.3 The Board or its designee reserves the right to conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered under this Contract. The Board will notify the

Contractor in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Section 26 (Sanctions and Penalties) of this Contract. The Board may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the Board will notify the Contractor in writing of its decision to either terminate this Contract effective immediately and/or apply sanctions pursuant to Section 26 of this Contract.

The Board retains the right to perform such evaluation studies that it determines necessary and will report preliminary results to the Contractor and any subcontractor before the evaluation is concluded and the final results are made a matter of record.

- 16.4 The Contractor and any Sub-contractor shall cooperate in conducting any audit or examination conducted pursuant to this Section.
- 16.5 The Contractor may arrange for a single, organization-wide audit of its programs that will include a financial and compliance audit of state or federally funded programs under this Contract, provided it is consistent with the audit criteria specified in the TWC Financial Manual for Grants and Contracts. The Contractor shall coordinate such arrangements with the Board.

#### SECTION 17 - PROPERTY

- 17.1 The Contractor shall acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or with the UGMS and/or the TWC Financial Manual for Grants and Contracts and directives specified by Board and TWC issuances.
- 17.2 The Contractor shall take all reasonable precautions to ensure all property acquired with funds provided under this Contract is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.
- 17.3 Contractors and Sub-contractors having property acquired under any grant award or program contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost or stolen property, for as long as the property is kept, pursuant to Section 38 (Bonding and Insurance) herein.
- 17.4 The Contractor shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this Contract and in the custody of the Contractor or its service providers.

The Property Control Officer, in accordance with TWC's Financial Manual for Grants and Contracts, shall prepare an annual physical inventory of such Contractor property, and shall reconcile the results with the inventories developed pursuant to this Section 17.

- 17.5 Contractor shall implement procedures for managing equipment, whether acquired in whole or in part with grant funds, until disposition takes place and that as a minimum meet management requirements stated in Chapter 13 (Equipment) of the TWC Financial Manual for Grants and Contracts.

While many technology items (including, but not limited to desktop computers, tablet computers, netbooks, and laptops) may not meet the capitalization level established by the contractor or the TWC, these items must be inventoried, tracked, and monitored as they are highly mobile and susceptible to loss.

At the end of each grant period, the contractor shall provide a listing of all equipment acquired with grant funds (including technology equipment discussed above) that includes the following information:

- Location of property
- Asset/Tag No.
- Description
- Serial number
- Cost
- Purchase Date
- Property Category (Nonexpendable, Residual or Scrap)

In addition, contractor shall certify that all non-expendable personal property with a unit acquisition cost of \$5,000 or more purchased with contract funds is being used and will continue to be used in the program or project for which it was acquired. If any of the non-expendable personal property as described above is to be used for other program purposes, that equipment use shall meet the requirements of Section 13.5 (Acquisition and Use of Equipment) of the TWC financial Manual for Grants and Contracts and shall be so documented.

- 17.5 The Property Control Officer and a representative of the Board shall identify and prepare an annual property inventory of any real property or non-expendable personal property on loan from the Board to the Contractor. A TWC F-68 form shall be signed by an authorized agent of the Contractor acknowledging all real or non-expendable personal property on loan from the Board to the Contractor.
- 17.6 The Contractor shall obtain prior written approval from the Board in order to purchase nonexpendable personal property, including lease/purchase equipment, having a unit acquisition cost of \$1,000 or more, or as set forth in the then current UGMS, including data processing hardware and software, and/or equipment with a unit acquisition cost of \$1,000 or more, and the Contractor shall provide the Board with a purchase notification and description of the property within 30 days following acquisition of such property.

#### **SECTION 18 - PATENT INDEMNITY**

The Contractor shall indemnify the Board and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. § 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract, or out of the use or disposal by or for the account of the Board or such supplies or construction work.

#### **SECTION 19 - RIGHTS IN DATA**

- 19.1 The Board retains the non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, or reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Board any data, product or invention developed as result of this Contract or purchased or developed with funds from any Contract awarded by the Board to the Contractor.
- 19.2 Excluding copyrighted, licensed and public domain software purchased by Contractor, the Contractor grants to the Board and its designated representatives, unlimited rights to any data, databases or data processing program, regardless of form or media, first produced, developed, or delivered under the terms and conditions of this Contract. Such data includes recorded information regardless of form or media.

- 19.3 Upon termination of this Contract, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. purchased or developed with funds awarded by the Board to the Contractor shall, at the option of the Board, become the property of the Board.

In the event of such termination the Contractor may be requested to transfer title and deliver to the Board any property or products the Contractor has acquired or produced in performance of the Contract.

- 19.4 All data and rights necessary to fulfill the Contractor's obligations to the Board under this Contract must be secured and obtained from Contractor subcontractors for any data or rights purchased or developed with funds awarded under the terms and conditions of this Contract.

If a subcontractor refuses to accept terms affording the Board such rights, the Contractor shall promptly bring such refusal to the attention of the Board.

## SECTION 20 - PREVENTION OF FRAUD AND ABUSE

- 20.1 The Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC or Board rules, policies, and procedures occurring under any funds awarded by the Board to the Contractor.

- 20.2 The Contractor shall require any member of the Contractor, Contractor staff, or Contractor subcontractor staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Board or TWC rules, policies and procedures occurring under any funds awarded by the Board to the Contractor to report such information to the Board Staff Member designated in Section 20.3 below no later than five (5) working days from the date of discovery of such act.

- 20.3 An Incident Report regarding such an act must be submitted to:

Tarrant County Workforce Development Board  
Attn: Jack Cummings  
1320 S. University Drive, Suite 600  
Fort Worth, Texas 76107-5780

- 20.4 The Contractor shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of the TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.

- 20.5 Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all reports of violations, as listed above. Neither the Contractor nor the Board shall retaliate against any person filing a report.

- 20.6 Upon review of submitted reports, the designated Board Staff Member may elevate the report to the appropriate State or Federal authority, accept the case for investigation and/or action at the local level, or return the case to the Contractor, or Contractor subcontractor, for action including, but not limited to, the following:

- 20.6.1 Further investigation;

- 20.6.2 Referral for prosecution under the Texas Penal Code, or other State or Federal laws; and/or
- 20.6.3 Other corrective action, as may be appropriate.

20.7 In such referral cases, the Contractor shall ensure that a final investigation closing report is submitted to the designated Board Staff Member after all feasible avenues of investigation and legal and/or corrective action have been taken.

## **SECTION 21 - PREVENTION OF CONFLICTING INTERESTS**

- 21.1 In order to maintain the integrity of expenditure of public funds arising from grants or program services contracts subject to this Contract, conflicts of interest shall be avoided by both parties for all issues related to this Contract or any grant awarded by the Board to the Contractor.
- 21.2 No officer or employee of the Contractor may cast a vote on, or participate in any decision related to, the provision of services by such member, or any organization which that member directly represents, or on any matter which would provide direct financial benefit to that member, or any organization which that member directly represents.
- 21.3 No person shall participate in any decision relating to any subcontract which affects his/her personal pecuniary interest including, but not limited to:
- members of the Contractor,
  - employees or subcontractors of the Contractor, or
  - persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this Contract.
- 21.4 The Contractor shall maintain on file, and make available for inspection by the Board, a statement submitted by each Contractor employee, subcontractor, or governing body member disclosing any interest, fact or circumstance which does or may present a potential conflict of interest. Such conflict of interest disclosure statements shall be updated, as circumstances require, but at least annually.

The above paragraph shall serve as a minimum standard and shall not be construed as to limit the Contractor's authority for more restrictive governance to prevent real and/or apparent conflicts of interest.

## **SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION**

In conducting its activities and meetings under this Contract, the Contractor shall comply with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551, and the Texas Public Information Act, Texas Government Code, Chapter 552.

## **SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY**

- 23.1 Grant or Program Contract awards under this Contract must comply with the provisions of the following laws:
- 23.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - 23.1.2 Section 504 of the Rehabilitation Act of 1973, as amended;
  - 23.1.3 Title IX of the Education Amendments of 1972, as amended;
  - 23.1.4 The Age Discrimination Act of 1975, as amended;
  - 23.1.5 The Americans with Disabilities Act, as amended;
  - 23.1.6 The Non-traditional Employment for Women Act of 1991, as amended; and



- 23.1.7 Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).
- 23.2 The Board, the Contractor and its subcontractors shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of this Contract.
- 23.3 The Board, the Contractor and its subcontractors may not deny services under any grant or program contract to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any Workforce Investment Act (WIA) Title I-financially assisted program and/or activity.
- 23.4 The Board, the Contractor and any subcontractor, shall take appropriate steps to ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 23.5 The Contractor shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code §2161.001, including any certified women or minority owned businesses or enterprises.
- 23.6 The Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor governing the Board's compliance with legal requirements concerning nondiscrimination and equal opportunity. The Contractor is responsible for adhering to the provisions of those Methods of Administration, as provided to each Contractor by the Board.

#### SECTION 24 - NON-ASSIGNMENT

As provided in 20 CFR §627.420(h)(4)(ix), this Contract may not be assigned. Notwithstanding any attempt to assign the Contract, the Contractor shall remain fully liable on this Contract and shall not be released from performing any of the terms, covenants, and conditions of this Contract. The Contractor shall be held responsible for all funds received under this Contract.

#### SECTION 25 - TERMINATION OF CONTRACT

- 25.1 This Contract may be terminated in whole or in part, by the Board whenever it determines that such termination is in its best interests or the interests of the local workforce development area.
- 25.2 Either party may terminate this Agreement for cause, pending completion of any reports or audits required by TWC or this Contract. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.
- 25.3 If the Contractor fails to provide services in accordance with the provisions of this Contract, the Board may issue written notice of default to the Contractor immediately terminating the whole or any part of this Contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.
- 25.4 Subject to Section 9 (Contract Liabilities) of this Contract, the Contractor shall cease to incur costs under this Contract upon termination or receipt of written notice to terminate, whichever occurs first.

- 25.5 If the Contract is terminated as provided herein, in addition to any other provisions, the Contractor shall transfer title and deliver to the Board any property, products, or transferable licenses the Contractor has acquired or produced in performance of this Contract, including contract or program records.
- 25.6 If federal or state laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Contract by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this Contract, then the parties shall be discharged from any further obligations under this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of contract close-out.
- 25.7 Notwithstanding the Board's exercise of its right of early termination, the Contractor shall not be relieved of any liability for damages due to the Board. The Board may withhold payment to the Contractor on this Contract until such time as the exact amount of damages due to the Board from the Contractor is agreed upon or is otherwise determined by the Board and is paid by the Contractor.
- 25.8 Any notice required by either party under this Section 25 shall be by certified mail, addressed to the signatories of this Contract, or other designee so designated in writing at the address noted in Section 39.8 of this Contract.
- 25.9 In the event of contract termination, the Contractor shall cooperate with the Board and/or the Texas Workforce Commission to assist in the orderly transition of the services, functions, and operations provided by the Contractor to another service provider designated by the Board or the Commission.

#### SECTION 26 - SANCTIONS AND PENALTIES

- 26.1 The Contractor acknowledges that failure of the Contractor to comply with any provision of this Contract, whether stated in this Contract or in any Federal or State statute or regulation, State Methods of Administration, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in the Contract may subject the Contractor to sanctions and enforcement or remedial measures appropriate to the circumstances to include:
- temporary withholding of payments,
  - disallowance of costs,
  - whole or partial suspension,
  - withholding of further awards or
  - other remedies that may be legally available.
- 26.2 Any sanctions or penalties imposed shall conform to rules set forth at TAC Title 40, Part 20, Chapter 800, Subchapter E or other remedies allowed by state and federal laws and TWC rules
- 26.3 Performance Sanctions
- 26.3.1 The Contractor's failure to comply with any provision of this Contract and the attached Statement of Work, with any applicable federal or state laws and regulations, or Board or TWC rules, issuance, guidance letters, policies or procedures may subject the Contractor to sanctions and/or remedies imposed by the Board and/or the TWC and/or the Governor of the State of Texas, pursuant to the TWC Sanctions Rules at 40 TAC Chapter 800, Subchapter E.
- 26.3.2 Such sanctions and remedial measures include, but are not limited to, those specified in the Board's and/or TWC's policy on sanctions. This policy allows the Board and/or the TWC to take progressive measures, such as reallocation of funds and other appropriate action, if the Contractor fails to meet performance standards required in the Contract. The Board and/or the

TWC may accelerate these sanctions in the event of significant failure by the Contractor.

**26.4 Financial Related**

- 26.4.1 The Board retains the right to deduct the amount of any advance payment or previous overpayment made by the Board, from any subsequent payment made by the Board.
- 26.4.2 The Contractor shall submit requests for an advance to coincide with immediate cash needs and shall assure that no excess cash is on deposit in the Contractor's accounts or the accounts of any subcontractor. Excess cash is defined in the TWC Financial Manual for Grants and Contracts. The Board may unilaterally change the method of payment from advance to reimbursement if the Board determines that the Contractor has maintained excess cash or if the Board identifies a material deficiency, as defined in the TWC Financial Manual for Grants and Contracts, in the cash controls or financial management system maintained by the Contractor. Failure to adhere to these provisions may result in funds being provided through a reimbursement process and/or the imposition of the sanctions set forth in this Section 26.
- 26.4.3 The Contractor shall be liable for and shall repay to the Board, on demand, any amounts that are not expended in compliance with Contract provisions, or disallowed as a result of a resolution agreement. The Contractor shall further be responsible for any audit exception or other payment deficiency in the program covered by the Contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized or required by the Board. The Contractor shall be liable for such funds and shall repay such funds, pursuant to the corrective action process in Chapter 17 of the TWC Financial Manual for Grants and Contracts, even if the improper expenditure, if any, was made by a subcontractor.
- 26.4.4 All repayment made by the Contractor shall be from non-federal funds. The Contractor's failure to pay within thirty (30) days after demand may result in legal actions to recover such funds, sanctions as set forth in this Section 26, termination as set forth in Section 25 (Termination of Contract), and/or additional costs, including allowable interest.
- 26.4.5 If the Contractor proposes to use stand-in costs as a substitute for otherwise unallowable costs, such proposal, as required by 40 TAC §805.230(b), must be included in the information provided to the Board during the informal resolution period, and shall be subject to final review and approval by the appropriate federal agency. The proposed stand-in costs shall be included in the subject audit resolution report, and shall have been reported as uncharged program costs, included within the scope of the audit, and accounted for in the Contractor's financial management system.
- 26.4.6 If the Contractor fails to submit to the Board in a timely and satisfactory manner any report required by this Contract, or otherwise fails to satisfactorily render performances hereunder, the Board may withhold payments otherwise due and owing the Contractor. If the Board withholds such payments, it shall notify the Contractor in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by the Board until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.
- 26.5 Prior to imposition of sanctions or withholding of funds, the Board will provide the Contractor with notice of such action, pursuant to 40 TAC §§800.181 and 800.182.
- 26.6 Any sanctions or remedial measures imposed under this Contract may be appealed pursuant to the appeals provisions at 40 TAC §800.191.

## SECTION 27 - SERVICES PROVIDED BY CHARITABLE, RELIGIOUS, OR PRIVATE ORGANIZATIONS

- 27.1 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 27.2 The Contractor, or any subcontractor, shall ensure that all funds provided through this Contract are expended for workforce development activities, and that no expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. This provision shall not be interpreted to prohibit the Contractor from contracting for goods or services with any religious institution or entity.
- 27.3 Upon the Contractor or Sub-Contractor, which may be a charitable or faith-based organization, establishing a separate account for the government funds provided through the Contract, then only the services, activities, and financial records directly related to those funds will be subject to audit.
- 27.4 A charitable or faith-based provider of services or activities funded through this Contract shall post and apprise all participants of the following:  
  
"Neither the Contractor's nor Local Workforce Development Board's selection of a charitable or faith-based provider of workforce development services or the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. If you as a participant object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Local Workforce Development Board."
- 27.5 The Contractor will submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 27.6 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104, PRWORA, and to the limitations on expenditures set forth in 20 CFR Sections 667.266 and 667.275 of the Workforce Investment Act, Final Rules.

## SECTION 28 - POLITICAL ACTIVITY AND LOBBYING

- 28.1 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The Contractor will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR §93.
- 28.2 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of the Board or Tarrant County Workforce Governing Board to favor or oppose any policy, action, or contract coming before those Boards for approval.
- 28.3 The Contractor shall require any subcontractor that will receive funds under the Contract to certify compliance with such restrictions or lobbying or political activity by utilizing Attachment D-1 of the Contract.

## **SECTION 29 - DEBARMENT CLAUSE**

- 29.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
- 29.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-2 of the Contract.

## **SECTION 30 - DRUG FREE WORKPLACE**

- 30.1 The Contractor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, Subtitle D).
- 30.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-4 of the Contract.

## **SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES**

All Contractor staff and employees who are required to travel pursuant to this Contract in order to fulfill Contractor business or duties as relating to this Contract shall be reimbursed for necessary and reasonable travel and per diem expenses in accordance with the TWC Financial Manual for Grants and Contracts. Travel costs include expenses for transportation, lodging, subsistence and related items incurred by Contractor staff and employees who are on official business incidental to a contract.

## **SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE**

The Contractor will acknowledge the Board, by including a printed notice that program funding is received from the Board, in all materials related to programs governed by this Contract that are produced for distribution to other entities or the general public.

## **SECTION 33 - DEFINITION OF TERMS**

Terms, acronyms and terminology used in the contract are defined by the Texas Workforce Commission Financial Manual for Grants and Contracts, and other relevant statutes and regulations.

## **SECTION 34 - PROGRAM INCOME**

Income generated under any program shall be used to further program objectives and may be retained by that program.

If program income is generated under this Contract, an agreement providing for the use of such income subsequent to termination of this Contract is required prior to the expenditure of such funds.

## **SECTION 35 - DUPLICATE FUNDING/PELL GRANT REDUCTIONS**

Contractor costs that are already allocated to other sources may not be included in the cost of this contract. The

Contractor must inform the Board if the Contractor applies for or receives funds that affect the cost or performance of work under this contract and how the contractor plans to allocate duplicated funds. The Board reserves the right to renegotiate the contract relative to changed costs.

#### **SECTION 36 - MAINTENANCE OF EFFORT**

Funds under this contract are to be used only for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

#### **SECTION 37 - COMPLAINTS**

In order to address complaints relating to discrimination or a violation of any of the legal authorities cited in Section 4 of this Contract, the Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor establishing complaint processing procedures. The Contractor is responsible for adhering to the complaint processing provisions set forth in those Methods of Administration, as provided to the Contractor by the Board.

#### **SECTION 38 - BONDING AND INSURANCE**

The Contractor shall comply with the following bonding and insurance requirements regarding funding awarded under the terms of this Contract:

##### **38.1 Contractor Bonding Requirements**

Before authorizing the Contractor or any Sub-Contractor to receive funds provided under the terms of this Contract, the Contractor and any of its Sub-Contractors shall provide the Board with a fidelity bond covering every officer, director and employee authorized to represent the Contractor or Sub-Contractor for the purpose of receiving or depositing TWC program funds, or issuing financial documents, checks, or other instruments of payment. The Contractor and any of its Sub-Contractors shall be the insured and the Board shall be the certificate holder. The Contractor shall immediately notify the Board if a bond is canceled or reduced and no further disbursements shall be made to the Contractor until adequate coverage has been obtained. The fidelity bond shall be in an amount sufficient to cover the largest cumulative amount of all cash requests submitted by the Contractor or Sub-Contractor on any given day or cumulative funds on hand at any given point.

A copy of the fidelity bond shall be forwarded to the Board at the address detailed in Section 39.8 (Notification) of this Contract.

##### **38.2 Contractor Insurance Requirements**

###### **38.2.1 General and Professional Liability Insurance**

Contractor shall maintain policies of general and professional liability insurance coverage from an insurer acceptable to the Board in order to insure Contractor and the Board against any and all claims for damages arising in connection with the Contractor's responsibilities or the responsibilities of Contractor's personnel under this agreement. Such insurance shall provide coverage in the amount of \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate, or the amount required by the laws or regulations of the State of Texas, whichever is greater. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellation of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

#### 38.2.2 Fire and Extended Coverage Insurance

In addition, Contractor shall maintain fire and extended coverage insurance on all of its personal property, including removable trade fixtures and improvements, located in any property owned or leased by the Board. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

#### 38.2.3 Public Liability and Property Damage Insurance

Contractor shall also maintain public liability and property damage insurance on all vehicles purchased or leased with funds awarded under the terms of this Contract. Such insurance must provide coverage in the amount of \$100,000 per occurrence, \$300,000 aggregate liability, and \$100,000 property damage per vehicle. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

#### 38.2.4 Workers' Compensation Insurance

The Contractor and any of its Sub-Contractors, shall ensure that program participants who do qualify as "employees" are covered by Workers' Compensation insurance. This policy shall include a Waiver of Subrogation.

The Board shall not be liable to Contractor or to Contractor's agents, servants, employees, contractors, customers or invitees for any injury or damage to person or property caused in whole or in part, by any act, omission or neglect of Contractor, its agents, servants, contractors, employees, or invitees. Contractor agrees to defend, indemnify and hold harmless the Board and the Board's agents, servants, employees, contractors, customers and invitees from and against any and all loss, liability, costs, claims, demands, judgments, attorney's fees or expenses for any such injury or damage.

If Contractor fails to maintain insurance as required above, the Board may, but shall not be obligated, to procure and maintain insurance and charge Contractor for the cost of such insurance.

The Contractor shall insure that all subcontractors will comply with the requirements of this Section 38.

### SECTION 39 - GENERAL PROVISIONS

#### 39.1 Employment Preference

In any program administered by the Contractor that was previously administered by the Board the Contractor shall ensure that preference in employment is given to Board or TWC employees who provided the same services in the local workforce development area.

#### 39.2 Environmental Compliance

To the extent required by law, the Contractor will comply with applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).

### 39.3 Force Majeure

Except with respect to defaults of subcontractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected.

Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

### 39.4 Rights to Appeal

39.4.1 Any sanctions or penalties imposed under any this Contract may be appealed pursuant to the appeals provision at 40 TAC § 800.191.

39.4.2 For any disputes arising under this Contract not resulting in a sanction or penalty, Contractor may submit a Board decision to the Board for reconsideration within 15 days of the Board's initial decision. Contractor's request for reconsideration may include any additional evidence Contractor wishes the Board to consider. The Board will consider the request for reconsideration along with any additional evidence and issue a final decision in writing to Contractor within 30 days of receipt of the request for reconsideration.

39.4.3 If Contractor is not satisfied with the Board's final decision, Contractor may request that the Board enter into non-binding mediation to resolve the dispute in question. If the parties agree to mediate the dispute, the parties shall mutually agree on the selection of an independent mediator.

39.4.4 Contractor agrees that it will follow the procedures set forth in sections 39.4.1, 39.4.2 and 39.4.3 herein prior to pursuing any right or remedy which may be available at law or in equity in any court of competent jurisdiction.

39.4.5 Contractor further agrees that, pending the resolution of any dispute, Contractor shall proceed diligently with the performance of work, including the delivery of items and services in accordance with the Board's direction and the terms of this Contract.

### 39.5 Law of the Contract

This Contract shall be construed, interpreted and applied in accordance with the laws of Texas, excluding its choice of law rules.

### 39.6 Severability

If any of the provisions of this Contract shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and

the rights and obligations of the parties shall be construed and enforced accordingly and the Contractor and the Board shall endeavor to agree on a mutually acceptable alternative provision.



39.7 Order of Precedence

To the extent of any inconsistency between the provisions of clauses in the Contract, the Statement of Work, attachments, and other specifications or provisions that are a part of this Contract, the following order of precedence shall apply:

- First: All applicable Statutes and Regulations shall prevail over the Contract; then
- Second: Part A-General Contract Terms (excluding Statement of Work and any parts, and any other attachments to this contract; then
- Third: Part B - Line-Item Budget and Budget Back-Up; then
- Fourth: Part C - Statement of Work; then
- Fifth: Part D - Any other part attached or incorporated by reference to the Contract in the order so cited in the Table of Contents to the Contract; then finally,
- Finally: Other attachments of the Contract.

39.8 Notification

Any notice required by either party under any section of this Contract shall be by certified mail, addressed to the designated contact signatories, or other designee so designated in writing to the following address:

Board: Tarrant County Local Workforce Development Board  
1320 S. University Drive, Suite 600  
Fort Worth, Texas 76107-5780

Contractor: Fort Worth Independent School District  
5701 Meadowbrook Drive  
Fort Worth, TX 76112

Section 40 - Other Conditions of The Award

The Contractor shall comply with the following provisions, to the extent that they are applicable to this award:

- 40.1 Copeland "Anti-Kickback" Act (18 U.S.C 874 and 40 U.S.C 276c), and as supplemented by Department of Labor regulations found at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This act is applicable to contracts and subgrants in excess of \$2,000 for construction and repair, and provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completions, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.2 Davis-Bacon Act, as amended (40 U.S.C 276a to a-7), and as supplemented by Department of Labor regulations found at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This act is applicable to all construction contracts awarded by the recipients and subrecipients of more than \$2,000, and provides that contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall

be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

- 40.3 Contract Work Hours and Safety Standards Act (40 U.S.C. Sec 327 - 333), and as supplemented by Department of Labor regulations (29 CFR Part 5). Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Act. Under section 102 of the act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of the 40 hour work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 40.4 Rights to Inventions Made under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 40.5 Clean Air Act (42 U. S. C. Sec. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) , as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollutions Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 40.6 Equal Employment Opportunity-- All contractors shall comply with E.O. 11246. "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 40.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.
- 40.8 Debarment and Suspension (E.O.'s 12549 and 12689)--No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 40.9 As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply fully with the nondiscrimination and equal

opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- 40.9.1 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I—financially assisted program or activity;
- 40.9.2 Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- 40.9.3 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 40.9.4 The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 40.9.5 Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**APPROVED:**

**TARRANT COUNTY LOCAL WORKFORCE  
DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**

\_\_\_\_\_  
Judy McDonald  
Executive Director

\_\_\_\_\_  
Kent Scribner  
Superintendent Fort Worth ISD

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

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

**PART B**  
**LINE ITEM BUDGET**

**Workforce Solutions for Tarrant County AEL Grant**

**PY 17 Initial Contract Budget**

**Sub-Contractor Name:** Fort Worth ISD

(A) COST CATEGORY/LINE ITEM	(B) Administrative Costs	(C) Programmatic Costs	(D) (B + C) Total Budget
<b>I. PERSONNEL - 6100</b>			
Salaries	\$ 210,490.30	\$ 1,420,128.52	\$ 1,630,618.82
FICA / Medicaid			-
Workers Compensation			-
Unemployment			-
Health Insurance			-
Life Insurance			-
Retirement			-
Contracted Personnel			-
Other ( Specify) Fringe	\$ 31,573.55	251,356.63	282,930.18
<b>Personnel Subtotal</b>	<b>242,063.85</b>	<b>1,671,485.15</b>	<b>1,913,549.00</b>
<b>II. Professional and Contracted Services - 6200</b>			
Professional Services			-
Partner Services			-
Other Services- Copier lease		5,600.00	5,600.00
PD Services			-
Consultant Fees		5,000.00	5,000.00
Consultant Travel			-
Utilities		700.00	700.00
Rent/Lease		7,000.00	7,000.00
<b>Professional and Contracted Services Subtotal</b>	<b>-</b>	<b>18,300.00</b>	<b>18,300.00</b>
<b>III. Supplies and Materials - 6300</b>			
Office Supplies and Materials		7,320.00	7,320.00
Postage			-
Printing			-
Computer Hardware- (Technology)		1,500.00	1,500.00
Testing Materials		41,450.00	41,450.00
Software Purchases		267,400.00	267,400.00
Software Usage Fees			-
Other - Textbooks		100,000.00	100,000.00
Other - Fuel / Van Maintenance		1,500.00	1,500.00
<b>Operations Subtotal</b>	<b>-</b>	<b>419,170.00</b>	<b>419,170.00</b>
<b>IV. Other Operating Expenses - 6400</b>			
Telephone equipment			-
Mobile Phone/Wireless Services		9,000.00	9,000.00
Staff Mileage Reimbursement			-
Other (Specify)-TRAVEL		26,000.00	26,000.00
<b>Other Operating Expenses Subtotal</b>	<b>-</b>	<b>35,000.00</b>	<b>35,000.00</b>
<b>GRAND TOTAL</b>	<b>242,063.85</b>	<b>2,143,955.15</b>	<b>2,386,019.00</b>

**PART C**  
**STATEMENT OF WORK**

**FWISD Statement of Work**

**A. Program Design/Planning Summary**

**1) Explain the services that you will provide and how the service target numbers your organization is proposing on the student target template will be met. In addition, describe how you will ensure that the numbers are met by the proposed date.**

The Fort Worth ISD Office of Adult Education (FWISD-OAE) proposes to provide the following services during the 2017-2018 year.

**3,495 Traditional ABE/ASE and ESL Students (to also include 150 Career Pathway Students and 100 Transitions Students) and 105 EL Civics/IET Students (Total Students Served: 3,600)**

We will use our current network of locations to continue to provide traditional ABE/ASE and ESL services to students across Tarrant County. Our Workplace Literacy Sites at Wal-Mart Logistics, Trinity Industries, and Klein Tools will continue to serve employees with ESL needs and Klein is slated to add an HSE class to their offerings during the 2017-2018 year. We anticipate adding additional Workplace Literacy sites in 2017-2018. We will also continue to offer Career Pathway training at Goodwill Industries and continue the summer intensive for FWISD food service workers to aid them in learning English toward expanding their opportunities within the school district.

In addition to our current network of locations, we will be launching the Dunbar Community School project, which will be a partnership between the FWISD OAE, the Historic Stop Six Initiative, Dunbar High School, the TCC Opportunity Center, and several local community organizations to provide various adult education classes at night at Dunbar High School and provide a transitions bridge to higher level classes at TCC Opportunity Center.

The Dunbar Community School will provide 3 ESL classes, 1 basic ABE/ASE class, 1 contextualized ASE class, MS Office Classes and a few other career pathway IET's that are still being finalized. In addition, there will be an EL Civics/IET CNA class offered at the location as well. That class will serve at least 20 students in the original pilot.

As students complete their first round of basic ABE/ASE or ESL classes through the Dunbar Community School, they will also be able to sign up at Dunbar to enroll in selected classes at the TCCD Opportunity Center such as CNC Machining, Call Center, and CLA. We would transition those students to our TCCD partner to continue their pathways.

The 105 EL Civics/IET students will be comprised of at least 20 CNA students at the Dunbar School along with another 20 students at a stand-alone CNA class that will be offered at the vendor's location, and an addition ESL supported version of one of the other IET classes at Dunbar based on student interest.

To provide transition services to our students, all intermediate and high ESL and all ASE students will also have a 1 hour per week transitions class that will work with them through modules related to:

- Local Resources (Libraries, Workforce Offices, Local Schools, Aid Organizations)
- How to sign-up and use Work-In Texas
- Career Coach Software
- Career Planning and Goal Setting
- Resume Writing
- Interviewing
- An Introduction to Higher Education and FAFSA

The majority of our locations are on school district properties and operate during the evening hours. This means that the majority of our sites open during the months of August and September. This will include the new Dunbar site. With that model our major enrollments happens at the end of the 1<sup>st</sup> quarter but students do not generally count in TEAMS until the 2<sup>nd</sup> Quarter once they have earned the minimum 12 hours to qualify as a reportable student in TEAMS.

We anticipate using Quarter 1 to focus on major outreach and marketing activities to include communicating with all parents through the FWISD Parent Engagement staff at each campus as well as pushing information through the FWISD webpage, mobile app, and call out system. We will also use that time to reach out to and through local organizations to promote the major enrollment push. With the



current commitment of local community groups, the assistance of the FWISD departments, and the marketing that is being done by the Board office, we anticipate that we will enroll 50% or more of our students by the end of Quarter 1 and they should show as countable students by the end of Quarter 2. The balance of students during the remainder of the year will come through the second major enrollment push that generally happens in January and February as individuals attempt to start a new year with new efforts towards their education. We should be over 80% by the end of the 3<sup>rd</sup> quarter and able to meet the final goals within last quarter registrations at our year-round sites as well as our summer intensives.

Our Work place literacy models will be dependent of the production schedules of the companies as there are specific to the company itself. Those start and end dates will be dependent on employee work scheduled and company production needs. Will be finalized during the summer months.

**2) Describe the overall innovative approach, design and strategies your organization will utilize to effectively deliver services and manage resources. In addition, explain how you will collaborate with the Career Center Core contractor and other Partners to enhance integration of services.**

We will be working with the Workforce Board Office's marketing and referral plan to increase student recruitment based on their joint efforts toward the consortium as a whole, but we will also be doing direct outreach through the FWISD Parent Engagement Department, FWISD Communications Department, and direct marketing through each site to reach students in the immediate area of the sites. The Dunbar Community School will have additional outreach efforts through the other partners working with the project.

With the majority of our sites being in FWISD properties, the school district has made a huge in kind donation to the department by not charging the full facilities cost since the program is an internal part of the district. However, we are still working to make sure our site structure is efficient and economically sound.

Based on the number of students our program is awarded to serve, site openings and staffing will be determined. Sites that serve the largest number of students and have the most cost effective staffing will

be cleared to open first and then additional sites will be added based on the remaining number of students to be served. Sites that were not able to maintain strong student enrollments will either be re-structured or not opened to ensure efficiency of offerings. Students that were previously at sites that will not re-open will be given information related to the closest site to their previous site and our office staff will work with them to help them transition. We will also work with fellow providers to reduce redundancy of services in specific areas.

The new transition program will also aid in helping students move along their desired career pathway by making sure they are registered with their local workforce office and they have a career plan that outlines what other local partners or programs may be their next steps.

**3) How will the services your organization is proposing significantly increase the likelihood of student employability?**

The transition class will help students better develop a realistic plan for their careers while also connecting them to local resources that will help them accomplish their career goals.

**4) How does the services your organization is proposing support the mission and vision of Workforce Solutions of Tarrant County?**

By providing quality educational and planning services in conjunction to working hand in hand with the workforce office and local partners, we believe that this will aid in the Board's mission to ensure the economic vitality of our community by using our programs to aid in developing and expanding a quality workforce.

**B. Program Objectives**

**1) How do you plan to outreach for the services your organization is proposing?**

As mentioned earlier, we will be working with the Workforce Board Office's marketing and referral plan to increase student recruitment based on their joint efforts toward the consortium as a whole, but we will also be doing direct outreach through the FWISD Parent Engagement Department, FWISD Communications Department, and direct marketing through each site to reach students in the immediate

area of the sites. The Dunbar Community School will have additional outreach efforts through the other partners working with the project.

**2) Clearly explain and define how proposed outcomes will meet the Board, program, and state contracted performance objectives.**

Each of the program offerings will meet the assessment guide requirements for adult education classes as outlined by the state assessment guide. All students will receive the required pre- and progress testing through approved instruments and the content shared will be within the allowable state guidelines. The completion of our students served will add to the overall target set for the county as a whole.

**C. Organization Capability/Demonstrated Effectiveness**

**1) How has your organization delivered comparable or related services in the prior three years? Include status of monitoring reports, corrective action plans, and current/past programmatic and fiscal performance.**

During the past three years, our program has shown consistent improvement toward meeting the assigned state targets. During the 2014-2015 year, our program did experience some challenges related to a lack of transition along with leadership and staff issues in the local office. This was compounded by unexpected TEAMS staff changes with minimal or zero prior notice and the discovery of data that the prior team had not processed prior to the closing of the 2014-2015 data. During the first half of that year, we had to hire and train new full-time staff and clean up the previous data issues that had been discovered. This combination caused us to not meet the data processing timeline for the first half of the 2015-2016 year. However, thanks to the hard work of the new team, the second half of the year went much better and our data processing accuracy rate went up from under 60% to over 95%.

In addition, during the 2014-2015 year, our program and the consortium as a whole missed the student targets by a rather large amount. This deficit carried over into the total for the 2015-2016 year and raised the number of students that would need to be served. Despite the hard work of our local program and all the providers, the revised year 2 target was too large for the programs to overtake; however, the redeeming factor is that the consortium was able to serve what would have been the year 2 target had the rollover students not been added. This was a sign that the programs were improving and progress was

being made toward meeting our goals. Unfortunately, the damage had been done and our program was placed on a Technical Assistance Plan related to overall data entry issues during the 2015-2016 year.

With the start of the 2016-2017 year, our consortium and the local programs were able to start with a clean slate and a one-year target that did not reflect the rollover students from 2014-2015. During this year, our program and the consortium as a whole, reached its performance target for the first time in 3 years. This was continued evidence that the changes and the collaboration efforts were working to right the ship and bring the programs into better alignment with the goals. In addition, the TAP monitoring has shown that our program has had and maintained positive data entry and met all the TAP requirements to date.

This year our local program has expanded our work place literacy offerings, revised our instructional delivery model, and improved teacher support. The office has also built in staffing redundancies and back-ups in the TEAMS areas to limit the possibility of our offices being blindsided by sudden staffing changes. We are in the process of finalizing plans for even greater outreach and community centered services (as outline above) to ensure our offerings meet the needs of the communities we serve.

We have made major gains and intend on continuing to do so as we make more improvements to our program.

**2) Describe the relevant experience and qualifications of your personnel as it pertains to the proposed service.**

**Program Director:** Our program director is a seasoned administrator with a track record of program improvement. In addition to holding an MBA, he is a certified project manager (PMP) and has completed his certification in program improvement (CMPI). He is an experienced trainer that has designed, developed, and delivered public, private, and corporate training. He has been with the school district for the past 11 years where he has managed district-wide projects to meet and exceed district expectations.

**Logistics Coordinator and TEAMS staff:** The Logistic Coordinator has been with the local program for almost 2 years but has been with adult education for many years through personal and professional experience. She has used the skills she has gained through her MBA and years of experience to lead the

TEAMS entry staff in developing and implementing revised models to ensure proper and timely data entry. She is joined by two full time TEAMS clerks that took on the task of restoring the data integrity of the FWISD OAE. The coordinator and her team has done the work to build processes in house and relationships with staff and partners in a way that has allow the office to increase its efficiency and accuracy dramatically.

**Lead Teacher and Mentors:** The Lead teacher and Mentor team is a new role that is replacing our PD Coordinator structure to provide better and more distributed services to teachers and students. The current Lead Teacher has been doing this role for the past few months but prior to this role, she was a full-time adult education teacher that has experience in teaching both ABE/ ASE and ESL. She also has K-12 experience as a former certified teacher in the state of Mississippi, where she had found success in the classroom prior to moving to Texas. The Mentor Team includes two retired seasoned educators with doctorates in education and administration. They have both run successful sites in our local programs after having very productive careers in educational leadership in K-12 systems. This team is working to build and train teachers and site staff in techniques and methods that will improve instruction and student success.

**General Teaching Staff:** Our teachers are primarily retired certified teachers or full-time teachers that work after hours to continue using their skills by helping our students learn. Our staff is rounded out by other degreed professionals that have a great aptitude to teach and have demonstrated success in teaching. All staff that is being hire now are not only being screen to make sure that are more than capable to teach, but they are also assigned a mentor and shadowing hours to help make sure all new teachers are ready to move into the new methods we are requiring in instruction.

#### **D. Financial Management/Cost Effectiveness**

All FWISD Grants are administered through the oversight of the Division of Business and Finance and in accordance with the FWISD Grants Manual. The manual complies with all relevant local, state, and federal guidelines. A copy of the manual is available for your review.

- 1) **How do you monitor that costs are reasonable, necessary, and allowable?**

The district shall adhere to the Cost Principles for federal grants, GAAP and any additional grant-specific cost principles. All district costs with federal grant funds, whether direct or indirect, will meet the minimum requirements of allowability as specified in the 2 CFR 200.403. In addition, the costs must meet the general provisions for selected items of cost (2 CFR 200.420).

The general principles state that costs must:

- Be reasonable and necessary:
  - A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
  - Necessary is defined as costs needed to carry out the grant activities, and identified on the plan.
- Be allocable to the award. All services and goods acquired by the grant are aligned and used in the grant.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Are determined in accordance with generally accepted accounting principles (GAAP).
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

**2) What methodology is in place for cost allocation, indirect/overhead costs, and in-kind funds?**

The Grant Manager is responsible for supervising the execution of assigned grant programs and monitoring expenditures for compliance with state and federal guidelines. This responsibility is supported by staff in G&D, Budget, Accounting, as well as by Executive Directors from Curriculum and Instruction, School Leadership, Education Technology, and Student Support Services.

All grant expenditures must be allowable under the Federal Cost Principles (2 CFR 200 – Subpart E), the grant application program assurances, the granting agency's policies, and the district policies and procedures. District costs generally fall under two major categories: 1) compensation/benefits; and 2) non-compensation (contracted services, supplies, services, travel or equipment).

The district's Indirect Cost Rate, or the maximum allowable rate, whichever is less will be used to post Indirect Costs for federal funds to the General Fund. The Accounting Department will prepare a general ledger entry for the indirect costs, and will post the entry to the finance general ledger.

The financial management system (Munis) shall be used to store, maintain, and report all required federal grant information. Consequently, the district shall ensure that access to the data is restricted to authorized individuals in accordance with the district's Data Security and Access policies. In addition, the district shall retain all federal grant records for a period of seven (7) years in accordance with the district's Local Records Retention Plan.

The Grant Manager over each federal grant award shall ensure that requirements for cost sharing and/or matching funds are approved through the grant approval process prior to the submission of the grant. At a minimum, the Superintendent and the Chief Financial Officer must approve the commitment of all cost sharing and matching grant funds.

If cost sharing or matching funds are required as part of a federal grant award, the required direct or in-kind expenditures should be recorded and tracked on the general ledger. If matching grant funds are required in the General Fund (Fund 199), the district will use a sub-object to separately track the expenditures for reporting and compliance purposes.

**3) Clearly describe your fiscal organizational structures, cash management system, and knowledge in accordance with GAAP.**

The FWISD Business and Finance Division will perform multiple roles; however, adequate controls of separation of duties will be maintained at all times. The departments are:

- Accounting
- Accounts Payable
- Budget and Finance
- Compensation and Employees Records
- Grants Development, Management and Monitoring (G&D)
- Fiscal Business Operations, Compliance and Records Management
- Purchasing
- Payroll, Benefits and Risks Management

All Business and Finance Division staff is expected to comply with the: Code of Ethics and Standard Practices for Texas Educators [Board Policy DH (Exhibit), School Board Policy CAA Local regarding fraud, FWISD Code of Conduct (Employee Handbook), Confidentiality Agreement, and FWISD Acceptable Use Guidelines.



**PART E**  
**CONTRACT ATTACHMENTS**

## CERTIFICATIONS

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### Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grant awards, sub-grants, and grant awards under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

### Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

#### **Prohibition Against Employment of Undocumented Workers**

The undersigned certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code 2264.001(4).

- The undersigned certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code 2264-051.
- The undersigned certifies that it will enter into a written Agreement with its subcontractors with or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and of the penalties that the subcontractors will incur if convicted of the unlawful employment of undocumented workers.

#### **Drug-Free Workplace**

This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), and Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that it shall provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Board's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the policy statement;
- (d) Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the Agency within ten days of receipt of a notice of a conviction of an employee; and,

- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

**Certification**

These certifications are a material representation of fact upon which reliance is placed when entering into this transaction. Signature by an authorized representative of the awardee and return of this document to the Agency are prerequisites for finalizing the award.

Where the undersigned awardee is unable to certify to any of the statements above, an explanation shall be attached.

The undersigned certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for grant award cancellation.

The person signing this grant award on behalf of the awardee hereby warrants that he/she has been fully authorized to execute this grant award on behalf of the awardee and to legally bind the awardee to all the terms, performances and provisions herein set forth.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

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

**Assignment of Grant Recipient Status**

**Tarrant County Adult Education and Literacy Consortium**

Since July of 2014, the Fort Worth Independent School District has served as the Grant Recipient and Fiscal Agent, on behalf of the Tarrant County Adult Education and Literacy Consortium, for the Texas Workforce Commission grant of Adult Education and Literacy funding for Tarrant County.

In the Spring of 2017, the members of the consortium approved an amendment to the consortium partnership agreement that designates the Tarrant County Workforce Development as the Grant Recipient and Fiscal Agent for TWC funding awards.

In furtherance of this change to the consortium structure, the Fort Worth Independent School District hereby assigns its status as Grant Recipient and Fiscal Agent for the Tarrant County Adult Education and Literacy Consortium to the Tarrant County Workforce Development Board, effective July 1, 2017.

**Approved:**

**Fort Worth Independent School District**

**Tarrant County Local Workforce  
Development Board**

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

\_\_\_\_\_  
Judy McDonald                                      Date  
Executive Director

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE THE STUDENT FEES AND REPLACEMENT CHARGES FOR THE 2017-2018 SCHOOL YEAR**

**BACKGROUND:**

Board Policy FP (LOCAL), “Student Fees, Fines, and Charges” prohibits the collection of fees from students unless approved by the Board.

Therefore, each year, updated lists of materials and other replacement costs are prepared for Board approval.

Attached are the three reports that reflect these changes. The changes for the 2017-2018 are noted in red.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Student Fees and Replacement Charges for the 2017-2018 School Year.
2. Decline to Approve the Student Fees and Replacement Charges for the 2017-2018 School Year.
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Student Fees and Replacement Charges for the 2017-2018 School Year.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

\$0

**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 elementary, middle, and high schools

**RATIONALE:**

Updated lists of student fees and materials replacement charges will inform school staff, students, and parents of current fees and charges. Upon Board approval, the lists will be posted in the principals' packet for further distribution to department chairs, teachers, and others as appropriate. This information does not reflect the fees assessed for the replacement of state-adopted, state-provided instructional materials.

**INFORMATION SOURCE:**

Charles Carroll  
Sara Arispe  
Maria Phillips

## MIDDLE SCHOOL REPLACEMENT FEES AND FINES

### Instrumental Music

- Instrument Maintenance Fee for District-Owned Instruments - \$40/semester
- Damage or Loss of a District-Owned Instrument – cost not to exceed the cost of repair or replacement
- Uniform Cleaning Fee – cost not to exceed actual cleaning cost
- Damage or Loss of a District-Owned Uniform – cost not to exceed the cost of repair or replacement

### Identification Cards

A fee of up to \$5.00 may be assessed to issue or replace a lost or damaged ID card.

### Locks

- No more than \$1.00/semester
- If two students share a locker, cost would be no more than \$.50/student

### Mathematics

- TI-73 Graphics Calculator \$57.76
- TI-84+ Calculator \$95.22
- TI-84 EZ Spot Calculator \$95.22
- TI-84+ Silver Edition \$113.50
- TI-Nspire Graphing Handheld \$113.51
- TI-Nspire CX Graphing Handheld \$120.23
- CBR Calculator Based Ranger System \$80.92

### Physical Education

- Lock Rental Fee \$3 maximum per semester
- Lock Replacement Fee \$8
- Towel Fee \$5 maximum per semester
- Uniform Rental \$10 per semester
- Uniform Replacement \$20 or cost per district bid, whichever is less
- Uniform Purchase \$10 per shirt maximum  
\$10 per short maximum
- Laundering \$5 maximum per semester for gym suit
- HRM Elastic Strap Purchase \$6
- Pedometer Replacement \$30
- Off-Campus PE Waiver Requests A local student fee of \$100 per semester or \$150 per year for processing off-campus PE waiver requests.



**English Language Arts – INA/ LC**

<p><b><i>Inside From National Geographic School Publishing Hampton-Brown \$52.65 978-07362-79307</i></b></p>	<p><b><i>Inside From National Geographic School Publishing Hampton-Brown \$72.71 978-07362-79420</i></b></p>	<p><b><i>Inside From National Geographic School Publishing Hampton-Brown \$78.75 978-07362-79819</i></b></p>
<p><b><i>Inside From National Geographic School Publishing Hampton-Brown \$34.46 978-07362-79314</i></b></p>	<p><b><i>Inside From National Geographic School Publishing Hampton-Brown \$34.46 978-07362-79437</i></b></p>	<p><b><i>Inside From National Geographic School Publishing Hampton-Brown \$34.46 978-07362-79543</i></b></p>

## **HIGH SCHOOL REPLACEMENT FEES AND FINES**

### **Aviation Program**

- Uniform shirt and collared shirt \$40 - \$80

### **Cosmetology Program**

- Permit \$25
- Cosmetology Kit \$250

### **Culinary Program**

- Chef's Uniform, including shoes \$100

### **Education and Training Program**

- Child Development Associate Value Package with Preschool Competency Standards Book \$95, for students choosing to earn the Child Development Associate (CDA) Credential™

### **Fire Science Program**

- Fire retardant boots \$55
- 3 sets of uniform pants, shirts & athletic attire \$60 - \$120

### **Health Science Program**

- Scrub pants, top, jacket \$65

### **Welding Program**

- Leather work boots \$65

### **Identification Cards**

A fee of up to \$5.00 may be assessed to issue or replace a lost or damaged ID card. (previous fee was \$3.00)

## English Language Arts – INA/LC

**Edge A/B  
From  
National  
Geographic School  
Publishing  
(NGSP)/Hampton-  
Brown  
\$69.97**

**978-07362-34528  
978-07362-34535**

## Instrumental Music

- Instrument Maintenance Fee for District-Owned Instruments - \$40/semester
- Damage or Loss of a District-Owned Instrument – cost not to exceed the cost of repair or replacement
- Uniform Cleaning Fee – cost not to exceed actual cleaning cost
- Damage or Loss of a District-Owned Uniform – cost not to exceed the cost of repair or replacement

## Locks

- No more than \$3.00/year
- If two students share a locker, cost would be no more than \$1.50/student

## Mathematics

- TI-84+ Calculator \$95.22
- TI-84+ EZ Spot Calculator \$95.22
- TI-84+ Silver Edition \$113.50
- TI-Nspire Graphing Handheld \$113.51
- TI-Nspire CX Graphing Handheld \$120.23
- TI Nspire Navigator System \$2,340 (system that connects teacher and student calculators. Calculators sold separately. 32 User Standard)
- CBR Calculator Based Ranger System \$80.92
- CBL 2 Calculators Based Laboratory 2 \$144.50

## Physical Education

- Lock Rental Fee \$3 maximum per semester
- Lock Replacement Fee \$8
- Towel Fee \$5 maximum per semester
- Uniform Rental \$10 per semester
- Uniform Replacement \$20 or cost per district bid, whichever is less
- Uniform Purchase \$10 per shirt maximum  
\$10 per short maximum
- Laundering \$5 maximum per semester for gym suit
- HRM Elastic Strap Purchase \$6
- Pedometer Replacement \$30
- Off-Campus PE Waiver Requests A local student fee of \$100 per semester or \$150 per year for processing off-campus PE waiver requests.

## Student Technology DiG-iN 1:1 Laptop Program

- Technology Use Fee \$15 per semester or \$30 per year
- Laptop Replacement \$616.75
- Laptop Battery Replacement \$89.99
- Laptop AC Adapter Replacement \$44.99
- Laptop Carrying Case Replacement \$15.00
- **Wifi Device \$76.00**
- Malicious or Negligent Damage
  - Minor Repair \$159
  - Major Repair \$269
  - Cracked Screen \$269

## Student Transcripts

- Current Students, through the campus Registrar No Charge, Official & Unofficial
- Former Students, through the Student Records Office \$3.00, Official
- Former Students, through the Student Records Office \$2.00, Unofficial

**Student Parking** \$35.00/maximum per year

## Tuition for High School Courses

High school students who are enrolled full time at a traditional campus and are in need of additional credits can enroll in after-school courses for credit at Success High School. The cost of the course is \$110 for District students and \$220 for out-of-District students.

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE THE PROPOSED HIGH SCHOOL COURSE CHANGES FOR THE 2018 - 2019 SCHOOL YEAR**

**BACKGROUND:**

Each year proposals for course additions and deletions are submitted to the Board of Education for consideration. All course proposals have been prepared in collaboration with schools, directors, and central office staff.

Six new courses are proposed for the 2018-2019 school year. Attached is a summary of those courses with related costs.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Proposed High School course Changes for the 2018 - 2019 School Year.
2. Decline to Approve the Proposed High School course Changes for the 2018 - 2019 School Year.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Proposed High School course Changes for the 2018 - 2019 School Year.

**FUNDING SOURCE**

***Additional Details***

Special Revenue  
General Fund

All new course requests and associated costs are funded through individual program and school budgets.

**COST:**

See attached cost listing

**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**

Some courses are offered district-wide, while others are at specific campuses. Please see the attached listing.

**RATIONALE:**

Adjustments in course offerings are necessary to accommodate changing needs of students and programs.

**INFORMATION SOURCE:**

Charles Carroll  
Sara Arispe  
Maria Phillips

**NEW COURSE REQUESTS FOR THE 2018 – 2019 SCHOOL YEAR**

<b>PROPOSED COURSE</b>	<b>CREDIT</b>	<b>GRADE PLACEMENT</b>	<b>CONTACT PERSON(S)</b>	<b>DISCUSSION</b>	<b>COST/FUNDING SOURCE</b>
Newcomers English Language Development A	1 high school credit – state elective	9	Amanda Bradley and Suann Claunch	Provides instruction to develop foundational English literacy skills for pre-literate newcomer students. The course is for immigrant students who are newly arrived in high school, enrolled at the INA, and are pre-literate in their home language.	<u>Curriculum Writing</u> \$2,000 – estimate All costs will be paid by department budget, Title 3 funds
Newcomers English Language Development B	1 high school credit – state elective	9	Amanda Bradley and Suann Claunch	This course will build on Newcomers English Language Development A to develop foundational English literacy skills for pre-literate newcomer students. The course is for immigrant students who are newly arrived in high school, enrolled at the INA, and are pre-literate in their home language	<u>Curriculum Writing</u> \$2,000 – estimate All costs will be paid by department budget, Title 3 funds
Social Intelligence for ESL Students	0.5 – 1 high school credit – state elective	9	Amanda Bradley and Suann Claunch	This course provides ESL students with the necessary knowledge and skills required for successful adaptation to a new community and educational environment. Students will learn skills to navigate through social situations, such as conflict resolution, communication, decision making, cultural awareness, etc.	<u>Curriculum Writing</u> \$2,000 – estimate <u>Materials</u> Initial year texts - \$1,541.75 Total Costs - \$3,541.75 All costs will be paid by department budget, Title 3 funds

**NEW COURSE REQUESTS FOR THE 2018 – 2019 SCHOOL YEAR**

<b>PROPOSED COURSE</b>	<b>CREDIT</b>	<b>GRADE PLACEMENT</b>	<b>CONTACT PERSON(S)</b>	<b>DISCUSSION</b>	<b>COST/FUNDING SOURCE</b>
Peer Assistance and Leadership I	1 high school credit – state elective	10 – 12	Samantha Keaton, Tamara Albury, Joseph Niedziela	PAL courses serve as a peer-mentoring program in which students are trained as peer facilitators on their campus and at feeder campuses. The courses provide field experience for students who are potentially interested in careers in education and related helping professions. Positive peer influence will be utilized as a central strategy for addressing such issues as at-risk youth, dropout preventions, substance abuse prevention, teen pregnancy, suicide, absenteeism, low achievement, behavior problems, students with special needs, and other areas of concern	<u>Teacher training cost</u> <ul style="list-style-type: none"> <li>• Registration - \$250</li> <li>• Estimated Travel cost - \$750</li> </ul> <u>Material Cost</u> <ul style="list-style-type: none"> <li>• Teacher’s Manual - \$150</li> <li>• Student Handbook - \$10/each</li> </ul> <p>Total Estimated Costs for Year 1 - \$1,450*</p> <p>Total Estimated Cost for each Subsequent Year - \$300*</p> <p>* assuming 30 students in course</p> <p>Campus funds will be used to pay these items</p> <p>No additional personnel costs are necessary.</p>
Peer Assistance and Leadership II	1 high school credit – state elective	11 – 12	Samantha Keaton, Tamara Albury, Joseph Niedziela	<p>This course is an extension of PALS I where students will engage in service learning projects in addition to mentoring students.</p> <p>These two courses were submitted by the Young Women’s Leadership Academy, but would be available to other campuses on a 90-minute block schedule.</p>	<u>Material Costs</u> <ul style="list-style-type: none"> <li>• Student Handbook - \$10/each</li> </ul> <p>Total Estimated Cost - \$300*</p> <p>* assuming 30 students in course</p> <p>Campus funds will be used to pay these items</p> <p>No additional personnel costs are necessary.</p>



**NEW COURSE REQUESTS FOR THE 2018 – 2019 SCHOOL YEAR**

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE
Special Topics in Social Studies: American Indian Studies	0.5 high school credit – social studies elective	11 - 12	Xavier Pantoja, Joseph Niedziela	<p>The District currently offers two ethnic courses; Special Topics in Social Studies: African American Historical Perspectives &amp; Contributions and Special Topics in Social Studies: Latino American Studies.</p> <p>This third course builds on those offerings and provides students an opportunity to explore American Indian culture and history from ancient times to present. During this study, students develop an understanding of the causes, character, and consequences of the American Indian experience as well as the way individual contributions shape the political, economic, and cultural landscape in the local community, the United States, and the World.</p>	<p><u>Material Costs</u></p> <ul style="list-style-type: none"> <li>Student Handbook - \$65/each</li> </ul> <p>Total Estimated Cost for Year 1 - \$1,950*</p> <p>Total Cost for each Subsequent Year - \$0*</p> <p>* assuming 30 students in course</p> <p>IMA funds will be used to pay for these materials. No other costs are anticipated.</p>

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE FIRST AMENDED PUBLIC-PRIVATE PARTNERSHIP GUIDELINES**

**BACKGROUND:**

In 2011, the State of Texas enacted the Public and Private Facilities and Infrastructure Act codified as Chapter 2267 of the Texas Government Code. The law was enacted to assist local governmental entities like Fort Worth Independent School District to meet their growing needs for facilities and infrastructure. At the March 25, 2014, Fort Worth ISD Board meeting, the Board of Trustees approved Public-Private Partnership Guidelines for the District as allowed by Chapter 2267 of the Texas Government Code and Board Policy CDH (LEGAL). Since the adoption of the initial guidelines, Chapter 2267 of the Texas Government Code has been amended, thereby requiring amendments to the District's existing Public-Private Partnership Guidelines. The amended guidelines allow the District to initiate, develop, and deliver qualified Fort Worth ISD capital projects in a transparent, timely and cost efficient method in accordance with State law and Board Policy.

**STRATEGIC GOAL:**

**Goal 2: Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve First Amended Public-Private Partnership Guidelines
2. Decline to Approve First Amended Public-Private Partnership Guidelines
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve First Amended Public-Private Partnership Guidelines

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Not Applicable

**RATIONALE:**

In approving and adopting these guidelines, Fort Worth ISD is enacting an additional tool for developing capital improvement projects by entering into contractual agreements where the skills and assets of each sector (public and private) are shared in delivering a service or facility.

**INFORMATION SOURCE:**

Art Cavazos  
Elsie I. Schiro

# **FIRST AMENDED PUBLIC-PRIVATE PARTNERSHIP GUIDELINES**

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Adopted effective as of  
July 18, 2017

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## ARTICLE I

### INTRODUCTION

#### A. The Public and Private Facilities and Infrastructure Act

In order to assist local governmental entities like the Fort Worth Independent School District (the “District”) to meet their growing needs for facilities and infrastructure, the State of Texas has enacted the *Public and Private Facilities and Infrastructure Act* (the “Act”),<sup>1</sup> codified as Chapter 2267 of the Texas Government Code, to allow greater use of public-private partnerships. The Texas Legislature found that:<sup>2</sup>

1. there is a public need for timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation, and installation of education facilities, technology and other public infrastructure, and government facilities in the state that serve a public need and purpose;
2. the public need may not be wholly satisfied by existing methods of procurement in which qualifying projects described in the Act are acquired, designed, constructed, improved, renovated, expanded, equipped, maintained, operated, implemented or installed;
3. there are inadequate resources to develop new education facilities, technology and other public infrastructure, and government facilities for the benefit of the citizens of the state, and there is demonstrated evidence that partnerships between public entities and private entities or other persons can meet these needs by improving the schedule for delivery, lowering the cost and providing other benefits to the public;
4. financial incentives exist under state and federal tax provisions that encourage public entities, like the District, to enter into partnerships with private entities or other persons to develop qualifying projects; and
5. authorizing private entities or other persons to develop or operate one or more qualifying projects may serve the public safety, benefit and welfare by making the projects available to the public in a more timely or less costly fashion.

The Act provides that a governmental entity, like the District, requesting proposals or inviting bids from private entities or other persons for the development or operation of a

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<sup>1</sup> S.B. 1048 (82<sup>nd</sup> Texas Legislature), codified as Chapter 2267 of the Texas Government Code (“TGC”).

<sup>2</sup> Section 2267.002(a) of the TGC.

qualifying project,<sup>3</sup> serves the public purpose of the Act if the action facilitates the timely development or operation of a qualifying project.<sup>4</sup>

The purposes of the Act include:<sup>5</sup>

1. encouraging investment in the state by private entities and other persons;
2. facilitating bond financing or other similar financing mechanisms, private capital, and other funding sources that support the development or operation of qualifying projects in order to expand and accelerate financing for qualifying projects that improve and add to the convenience of the public; and
3. providing governmental entities, like the District, with the greatest possible flexibility in contracting with private entities to provide public services through qualifying projects subject to the Act.

Before requesting or considering a proposal for a qualifying project under the Act, a governmental entity, such as the District, must adopt and make publicly available guidelines to comply with the Act.<sup>6</sup>

## **B. Guidelines Overview**

On, March 25, 2014, the District's Board of Education (the "Board") elected to utilize public-private partnerships, and in accordance with Section 2267.052 of the Act, the Board adopted Public-Private Partnership Guidelines<sup>7</sup> ("Guidelines") to establish a procedure which is reasonable, encourages competition and guides the District in the selection of Qualifying Projects, defined below, and which address the facility and infrastructure needs established from time to time by the Board. On July 18, 2017, the Board amended the Guidelines consistent with amendments to the Act adopted by the State of Texas effective September 1, 2015. These Guidelines, as amended hereby, will furnish Private Entities with a uniform format to:

1. respond to Proposals for Qualifying Projects; and
2. participate in a reasonable and transparent evaluation and selection process for Proposals in accordance with the Act and State law.

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<sup>3</sup> Section 2267.053(b) of the TGC.

<sup>4</sup> Sections 2267.002(b) and 2267.053(c) of the TGC.

<sup>5</sup> Section 2267.002(c) of the TGC.

<sup>6</sup> Section 2267.052(a) of the TGC.

<sup>7</sup> Section 2267.052(a) of the TGC.



### C. Designated Contact

The District designates the following representative to meet with private entities who are considering submitting a proposal:<sup>8</sup>

Superintendent of Schools  
Fort Worth Independent School District  
100 N. University Drive  
Fort Worth, Texas 76107  
Telephone: 817/814-1900

The District may designate a replacement designee from time to time by notice on its website. The District's designee is available *by appointment only*, Monday-Friday between 9:00 a.m. – 5:00 p.m., C.S.T. excluding holidays.

## ARTICLE II

### DEFINITIONS

Unless otherwise specified, whenever the following terms are used in these Guidelines, they have the meanings set forth below:

**“Administration”** means the District's Business and Finance Department and the Operations Department. **“Affected Jurisdiction”** means any county or municipality in which all or a portion of a Qualifying Project is located.<sup>9</sup>

**“Center”** means the Center for Alternative Finance and Procurement established under Section 2152.110 of the Texas Facilities Commission.

**“Comprehensive Agreement”** means an agreement between the Contracting Party and the District pursuant to Article VI of these Guidelines prior to the Development or Operation of a Qualifying Project.<sup>10</sup>

**“Contracting Party”** means a Private Entity that enters into a Comprehensive or Interim Agreement with the District on a specific Qualifying Project.<sup>11</sup>

**“Develop”** or **“Development”** means to plan, design, develop, finance, lease, acquire, install, construct or expand a Qualifying Project.<sup>12</sup>

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<sup>8</sup> Section 2267.052(b)(1) of the TGC.

<sup>9</sup> Section 2267.001(1) of the TGC.

<sup>10</sup> Section 2267.001(2) of the TGC.

<sup>11</sup> Section 2267.001(3) of the TGC.

<sup>12</sup> Section 2267.001(4) of the TGC.

**“Improvement”** means (i) a building, structure, fixture, or fence erected on or affixed to land; (ii) the installation of water, sewer, or drainage lines on, above, or under land; (iii) the paving of undeveloped land; and (iv) specialized software that in any manner is related to the control, management, maintenance, or operation of an improvement.<sup>13</sup>

**“Interim Agreement”** means an agreement between a Contracting Party and the District pursuant to Article VI of these Guidelines, before or in connection with the negotiation of the Comprehensive Agreement, for the Development or Operation, or both, of a Qualifying Project.<sup>14</sup>

**“Lease Payment”** means any form of payment including a land or facility lease rentals, by the District to the Private Entity for the use of a Qualifying Project.<sup>15</sup>

**“Lifecycle Cost Analysis”** means an analysis that calculates the cost of an asset over its entire life span and includes the cost of planning, constructing, operating, maintaining, replacing, estimates of sufficient capital improvement reserves, and when applicable, salvaging the asset. Although one proposal may have a lower initial construction cost, it may not have the lowest lifecycle cost once maintenance, replacement, and salvage value are considered.

**“Material Default”** means any default by a Contracting Party in the performance of duties imposed under Article VIII, Section B of these Guidelines that jeopardizes adequate service to the public from a Qualifying Project.<sup>16</sup>

**“Operate”** or **“Operation”** means to finance, maintain, improve, equip, modify, repair or manage a Qualifying Project.<sup>17</sup>

**“Oversight Committee”** means a District designated committee consisting of qualified professionals of the District including but not limited to representatives from the Maintenance and Operations Department, Business and Finance Office, and Office of Legal Services which acts as an advisory committee to review the terms of any proposed Interim Agreement and/or Comprehensive Agreement.<sup>18</sup>

**“Private Entity”** means any individual, person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity, including a Proposer that submits a Proposal.<sup>19</sup>

**“Property”** means any matter or thing capable of public or private ownership.<sup>20</sup>

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<sup>13</sup> Section 2267.001(5-a) of the TGC.

<sup>14</sup> Sections 2267.001(6) and 2267.059 of the TGC.

<sup>15</sup> Section 2267.001(7) of the TGC.

<sup>16</sup> Section 2267.001(8) of the TGC.

<sup>17</sup> Section 2267.001(9) of the TGC.

<sup>18</sup> Section 2267.052(b)(8)(B) of the TGC.

<sup>19</sup> Section 2267.001(9-a) of the TGC.

<sup>20</sup> Section 2267.001(9-b) of the TGC.

**“Proposal”** means a proposal submitted by a Private Entity in response to a Solicitation.

**“Proposer”** means a Private Entity that submits a Proposal to the District.<sup>21</sup>

**“Public Information Act”** means the Texas Public Information Act, Chapter 552, Texas Government Code.

**“Qualifying Project(s)”** means:<sup>22</sup>

1. a school facility, recreational facility, public building, technology facility or other similar facility currently available or to be made available to the District for public use;
2. any structure, parking area, appurtenance and other property required to Operate a facility and any technology infrastructure installed in the facility that is essential to the project’s purpose;
3. any Development or Improvements necessary or desirable to Real Property owned by the District; or
4. any other Improvements permitted under the Act.<sup>23</sup>

**“Real Property”** means (i) improved or unimproved land; (ii) an Improvement; (iii) a mine or quarry; (iv) a mineral in place; (v) standing timber; or (vi) an estate or interest, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation, in a property described by items (i) through (v) above.<sup>24</sup>

**“Revenue”** means all revenue, income, earnings, User Fees, Lease Payments, or other Service payments that arise out of or in connection with the development or operation of a Qualifying Project, including money received as a grant or otherwise from the federal government, a governmental entity, or any agency or instrumentality of the federal government or governmental entity in aid of the Qualifying Project.<sup>25</sup>

**“Service Contract”** means a contract between the District and a Contracting Party for the delivery of services to be provided as a part of a Qualifying Project in exchange for Service Payments or other consideration.<sup>26</sup>

**“Service Payment”** means a payment to a Contracting Party of a Qualifying Project under a Service Contract.<sup>27</sup>

**“Solicitation”** means a written request for services issued by the District soliciting responses for a Qualifying Project including but not limited to: (i) requests for proposals (“RFP”), (ii) requests for qualifications (“RFQ”), (iii) invitations to bid, or (iv) any combination thereof.

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<sup>21</sup> Section 2267.001(9-c) of the TGC.

<sup>22</sup> Section 2267.001(10) of the TGC.

<sup>23</sup> Sections 2267.001(10) of the TGC.

<sup>24</sup> Section 2267.001(10-a) of the TGC.

<sup>25</sup> Section 2267.001(12) of the TGC.

<sup>26</sup> Sections 2267.001(13) and 2267.054 of the TGC.

<sup>27</sup> Section 2267.001(14) of the TGC.

“**User Fee**” means a rate, fee, rent, or other charge imposed by a Contracting Party for the use of all or part of a Qualifying Project by the District under a Comprehensive Agreement.<sup>28</sup>

Any term used but not defined in these Guidelines will have the meaning given to such terms under the Act, if applicable.

## **ARTICLE III**

### **GENERAL PROVISIONS**

#### **A. Overview**

These Guidelines are a flexible development tool that allows the District and Private Entities to work together in the Development and Operation of Qualifying Projects. These Guidelines are intended to encourage Proposals that offer private sector expertise and innovative public private financing to support a Qualifying Project in an efficient, cost effective manner that rewards private sector investment and satisfies the District’s goals. A Private Entity can be involved in a variety of ways, from designing the facility to undertaking its financing, construction, operation, maintenance, and/or management. Proposals may include the imposition of User Fees or Service Payments. Ownership structures, such as a long-term, non-subordinated ground lease, may be utilized, subject to Chapter 272 of the Texas Local Government Code.

#### **B. Proposals**

The process for a Qualifying Project may only be initiated by a Solicitation.<sup>29</sup> A Private Entity may not Develop or Operate a Qualifying Project unless and until the Private Entity obtains the approval of, and contracts with, the District under these Guidelines.<sup>30</sup>

From time to time the District may publish a Solicitation describing a Qualifying Project identified by the Board, and will request Private Entities to submit Proposals in the form and content set forth in such Solicitation, which will comply with Chapter 44 of the Texas Education Code and the Act.

The required information and format for a Proposal will be contained in the related Solicitation and may be in the form and content set forth under Article IV of these Guidelines.

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<sup>28</sup> Section 2267.001(15) of the TGC.

<sup>29</sup> Section 2267.053(b) of the TGC.

<sup>30</sup> Section 2267.051 of the TGC.

### **C. Public Notice and Hearing**

The District will post a public notice in accordance with Article VII of these Guidelines within ten (10) days of the receipt of a Proposal.<sup>31</sup> The District may not enter into an Interim Agreement or a Comprehensive Agreement until thirty (30) days after the District conducts a public hearing with respect to such Proposal in accordance with Article VII of these Guidelines.<sup>32</sup>

### **D. Proposal Review and Timelines**

The process for reviewing and accepting Proposals, and contracting with Private Entities for a Qualifying Project consists of:

1. a Solicitation;
2. a Proposal consistent with the requirements contained in the Solicitation; and
3. Interim and Comprehensive Agreements (Article VI).

The District shall undertake full and proper due diligence required under the Act in the evaluation and selection of Proposals as set forth in Article V of these Guidelines. In this regard, the qualifications, capabilities, resources and other attributes of a Private Entity and its whole team shall be carefully examined for every Proposal. The submission of a Proposal will be deemed to be a representation and warranty that all information contained therein, including without limitation, a Private Entity's, and each of its team's, qualifications and experience are true and correct.

The anticipated timelines for reviewing Proposals and negotiating Interim Agreements and Comprehensive Agreements will be stated in the Solicitation. The District may accelerate selection, review and documentation timelines if the District considers a Qualifying Project a priority.<sup>33</sup>

THE DISTRICT SHALL NOT BE LIABLE FOR ANY COST INCURRED BY THE PRIVATE ENTITIES IN PREPARING, SUBMITTING OR PRESENTING A PROPOSAL.

### **E. Engaging Qualified Professionals; Private Entity Reimbursement**

If the District decides to proceed with evaluation of a Proposal requesting approval of a Qualifying Project, the District shall engage qualified professionals in accordance with Subchapter A., Chapter 2254, Texas Government Code (Professional and Consulting Services) including an architect, professional engineer, registered municipal advisor, not otherwise employed by the District, or the Center to provide independent analyses regarding the specifics, advantages, disadvantages, and long-term and

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<sup>31</sup> Section 2267.066(a) of the TGC.

<sup>32</sup> Section 2267.066(d) of the TGC.

<sup>33</sup> Section 2267.052(b)(4) of the TGC.

short-term costs of any Proposal unless the District determines that the analysis of the Proposal is to be performed by similarly qualified employees of the District.<sup>34</sup>

For a Proposal with an estimated cost of \$5 million or more for the construction or renovation of a structure or project, the analysis conducted under the previous paragraph must include review of the Proposal by an architect, a professional engineer, and a registered municipal advisor not otherwise employed by the District.<sup>35</sup>

The District may require a Private Entity to reimburse the District for the reasonable fees of any professionals, including the Center, engaged by the District to complete the evaluation of any Proposal and the negotiation of Interim Agreements and Comprehensive Agreements.<sup>36</sup> Payment shall be made in the manner and amounts set out in an Interim Agreement.

## **F. Texas Public Information Act**

The District is subject to the Public Information Act.<sup>37</sup> Most information collected, assembled, or maintained by the District in connection with the transaction of official business is public information subject to disclosure upon written request. The Public Information Act exempts certain categories of information from required public disclosure. The Office of the Attorney General determines whether information may be withheld, not the District.<sup>38</sup>

All information provided to the District will be handled in accordance with the Act and the requirements of Public Information Act while in the District's possession. All documents submitted by a Private Entity should be regarded as public records and subject to disclosure; provided, however, such documents will be held in confidence by the District as required by the Act and to the requirements of the Public Information Act.<sup>39</sup>

**PRIVATE ENTITIES ARE CAUTIONED THAT ONCE A PROPOSAL IS OPENED, ALL INFORMATION CONTAINED THEREIN WILL BE AVAILABLE TO THE PUBLIC UNLESS THE INFORMATION IS EXCEPTED FROM THE REQUIREMENTS OF THE PUBLIC INFORMATION ACT.**

Private Entities who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the District receives an Open Records request for the information and requests a determination by the Attorney General.

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<sup>34</sup> Section 2267.052(c)(2) and Section 2267.065(c) of the TGC.

<sup>35</sup> Section 2267.052(c-1) of the TGC.

<sup>36</sup> Section 2267.053(d) of the TGC.

<sup>37</sup> Section 552 of the TGC, as amended by Section 2 of SB 1048 (82<sup>nd</sup> Texas Legislature) adopting the Act.

<sup>38</sup> Section 552.153(b) of the TGC.

<sup>39</sup> Section 2267.053(g) of the TGC.

A Private Entity should identify those portions of a Proposal that the Private Entity considers to be trade secrets or confidential commercial, financial, or proprietary information or work product of the Private Entity.<sup>40</sup> If any information contained in the Proposal qualifies for an exception because it falls into one of the categories above it should be clearly marked “CONFIDENTIAL” and the basis of the claim of confidentiality should be stated. Data so identified will be maintained as a protected record, to the extent permitted by law. Blanket statements regarding the confidentiality of information may not be sufficient to protect the confidentiality of information submitted. Cost estimates relating to a proposed transaction prepared by or for the District with regard to any proposed Qualifying Project are not open to public inspection.

1. Under the Public Information Act, in order for confidential and proprietary information and trade secrets to be considered exempt from disclosure, the Private Entity should do each of the following:
  - a. Invoke such exclusion upon submission of the information or other materials contained within the Proposal for which protection is sought, specifically identify the data or other materials for which protection is sought with conspicuous labeling;
  - b. State the reasons why protection is necessary; and
  - c. Fully comply with any applicable provisions of Texas law with respect to information the Private Entity contends should be exempt from disclosure.
2. Trade secrets, proprietary information, financial records, work product of a Proposer are excluded from disclosure under Section 552.101 of the Texas Government Code and may not be posted or made available for public inspection except as otherwise agreed to by the District and the Proposer.<sup>41</sup>

While inspection of documents submitted to a governmental entity are generally subject to inspection by members of the public, any inspection of Qualifying Project records is subject to reasonable restrictions to ensure the security and integrity of the records.<sup>42</sup>

## **ARTICLE IV**

### **PREPARATION, SUBMISSION, AND PRELIMINARY EVALUATION OF PROPOSALS**

A Solicitation shall require Proposals to include such information and be presented in

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<sup>40</sup> Sections 2267.066(c) and 552.153(b)(2) of the TGC.

<sup>41</sup> Section 2267.066(c) and Section 552.153(b)(2) of the TGC.

<sup>42</sup> Section 2267.066(h) of the TGC.

such format as the District shall determine is necessary to evaluate a Proposal.<sup>43</sup>

Any documents submitted by a Proposer that contain trade secrets, financial records, work papers of the Proposer, proprietary or other confidential records exempt from disclosure under Public Information Act shall be submitted in a separate, sealed envelope, designated on the cover as CONFIDENTIAL MATERIALS.<sup>44</sup> A cover letter listing all exempt material shall be attached. Any material believed to be a trade secret, confidential or proprietary information protected from disclosure under applicable law must be clearly marked in all caps as CONFIDENTIAL.

## ARTICLE V

### EVALUATION AND SELECTION CRITERIA<sup>45</sup>

The District may approve as a Qualifying Project the Development or Operation of a facility needed by the District, or the design or equipping of a project, if the District determines that the project serves the public purpose of the Act.<sup>46</sup> The District may determine that the Development or Operation of the project serves the public purpose if:<sup>47</sup>

1. there is a public need for or benefit derived from the project of the type the Proposer proposes as a Qualifying Project;
2. the estimated cost of the project is reasonable in relation to similar facilities; and
3. the Proposer's plans will result in the timely Development or Operation of the project.

The District shall make a best value determination in evaluating the Proposals received and consider the total project cost as one factor in evaluating the Proposals.<sup>48</sup> The District is not required to select the Proposal that offers the lowest total-project cost.<sup>49</sup> The following factors may be considered in conducting a full evaluation of the Proposals, along with the specified information required in the Proposals:

1. the proposed cost of the Qualifying Project;<sup>50</sup>
2. the general reputation, industry experience, and financial capacity of the Proposer;<sup>51</sup>

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<sup>43</sup> Section 2267.053(b) of the TGC.

<sup>44</sup> Sections 2267.066(c) and 552.153(b)(2) of the TGC.

<sup>45</sup> Sections 2267.052(b)(2) and 2267.052(b)(10) of the TGC.

<sup>46</sup> Sections 2267.053(b-2) and 2267.053(c) of the TGC.

<sup>47</sup> Section 2267.053(c) of the TGC.

<sup>48</sup> Section 2267.053(b-1) of the TGC.

<sup>49</sup> Section 2267.053(b-1) of the TGC.

<sup>50</sup> Section 2267.053(b-1)(1) of the TGC.

<sup>51</sup> Section 2267.053(b-1)(2) of the TGC.



3. the proposed design and overall quality of the Qualifying Project;<sup>52</sup>
4. the eligibility of the Qualifying Project for accelerated selection, review, and documentation timelines under these Guidelines;<sup>53</sup>
5. comments from local citizens and Affected Jurisdictions;<sup>54</sup>
6. benefits to the public;<sup>55</sup>
7. the Proposer's good faith effort to comply with the goals of a historically underutilized business plan;<sup>56</sup>
8. the Proposer's plans to employ local contractors and residents;<sup>57</sup>
9. for a Qualifying Project that involves a continuing role beyond design and construction, the Proposer's proposed rate of return and opportunities for revenue sharing;<sup>58</sup>
10. the relationship and conformity of the Qualifying Project to a state or local community plan impacted by the Qualifying Project or to the uses of Property surrounding the Qualifying Project;<sup>59</sup>
11. the historic significance of the Property on which the Qualifying Project is proposed to be located;<sup>60</sup>
12. the environmental impact of the Qualifying Project;<sup>61</sup>
13. financial review and analysis procedures that at a minimum consist of:<sup>62</sup>
  - a) a cost-benefit analysis;
  - b) an assessment of opportunity cost;

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<sup>52</sup> Section 2267.053(b-1)(3) of the TGC.

<sup>53</sup> Section 2267.053(b-1)(4) of the TGC.

<sup>54</sup> Section 2267.053(b-1)(5) of the TGC.

<sup>55</sup> Section 2267.053(b-1)(6) of the TGC.

<sup>56</sup> Section 2267.053(b-1)(7) of the TGC.

<sup>57</sup> Section 2267.053(b-1)(8) of the TGC.

<sup>58</sup> Section 2267.053(b-1)(9) of the TGC.

<sup>59</sup> Section 2267.053(b-1)(10) of the TGC.

<sup>60</sup> Section 2267.053(b-1)(11) of the TGC.

<sup>61</sup> Section 2267.053(b-1)(12) of the TGC.

<sup>62</sup> Section 2267.052(b)(5) of the TGC.

- c) consideration of the degree to which functionality and services similar to the functionality and services to be provided by the proposed Qualifying Project are already available in the private market; and
  - d) consideration of the results of all studies and analyses related to the proposed Qualifying Project;
14. the nonfinancial benefits of a proposed Qualifying Project;<sup>63</sup>
  15. the design quality, Lifecycle Cost Analysis, and the proposed Qualifying Project's relationship to any relevant comprehensive planning or zoning requirements;<sup>64</sup>
  16. the scope, costs, and duration of the Qualifying Project and the involvement or impact of the Qualifying Project on multiple public entities;<sup>65</sup>
  17. the extent of competition in response to a Solicitation;<sup>66</sup> and
  18. other criteria that the District considers appropriate.<sup>67</sup>

## **ARTICLE VI**

### **INTERIM AGREEMENTS AND COMPREHENSIVE AGREEMENTS<sup>68</sup>**

The Administration is responsible for negotiating any Interim Agreement or Comprehensive Agreement, with oversight by the Oversight Committee.<sup>69</sup> The Oversight Committee will represent the District, will act as an advisory committee, and will be responsible for reviewing the terms of any proposed Interim Agreement or Comprehensive Agreement.<sup>70</sup> The Administration may use other District staff or contract with independent consultants to review the terms of the proposed Interim Agreement or Comprehensive Agreement at the District's sole discretion. Review criteria shall include, but not be limited to, the scope, total cost, and duration of the Qualifying Project.<sup>71</sup> Timelines for the District's review will be developed consistent with the scope of the Qualifying Project.

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<sup>63</sup> Section 2267.052(b)(6) of the TGC.

<sup>64</sup> Section 2267.052(b)(7) of the TGC.

<sup>65</sup> Section 2267.052(b)(8)(A) of the TGC.

<sup>66</sup> Section 2267.052(b)(10) of the TGC.

<sup>67</sup> Section 2267.053(b-1)(13) of the TGC.

<sup>68</sup> Sections 2267.058 and 2267.059 of the TGC.

<sup>69</sup> Section 2267.052(b)(8)(B) of the TGC.

<sup>70</sup> Section 2267.052(b)(8)(B) of the TGC.

<sup>71</sup> Section 2267.052(b)(8)(A) of the TGC.

Any Interim Agreement or Comprehensive Agreement entered into pursuant to the Qualifying Program between the District and the Private Entity must be approved by the Board.<sup>72</sup> Any Interim or Comprehensive Agreement shall define the rights and obligations of the District and the Private Entity with regard to the Qualifying Project. The District must include in any Comprehensive Agreement for a Qualifying Project a written declaration of the specific public purpose served by the Qualifying Project.<sup>73</sup>

Prior to entering a Comprehensive Agreement, an Interim Agreement may be entered into<sup>74</sup> that permits a Private Entity to perform project-related activities related to the Qualifying Project that may or may not be compensable, on such terms and conditions set forth in such Interim Agreement. The Private Entity may commence Developing or Operating the Qualifying Project ONLY following the execution of a Comprehensive Agreement between the Private Entity and the District.<sup>75</sup>

The District shall have no liability for development or operation of the Qualifying Project prior to entering into a Comprehensive Agreement, except as the District may have expressly agreed in the Interim Agreement.

#### **A. Interim Agreement Terms<sup>76</sup>**

The scope of an Interim Agreement may include but is not limited to:

1. Authorization for the Private Entity to begin project phases or activities for which the Private Entity may be compensated relating to the proposed Qualifying Project, including:<sup>77</sup>
  - a. Project planning and development;
  - b. Design;
  - c. Engineering;
  - d. Environmental analysis and mitigation;
  - e. Surveying; and
  - f. Financial and revenue analysis, including ascertaining the availability of financing for the proposed facility of facilities through financial and revenue analysis;

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<sup>72</sup> Section 2267.051 of the TGC.

<sup>73</sup> Section 2267.053(b-2) of the TGC.

<sup>74</sup> Section 2267.059 of the TGC.

<sup>75</sup> Section 2267.058(a) of the TGC.

<sup>76</sup> Section 2267.059 of the TGC.

<sup>77</sup> Section 2267.059(1) of the TGC.

2. The process and timing of the negotiation of the Comprehensive Agreement;<sup>78</sup> and
3. Any other provision related to any aspect of the development or operation of a Qualifying Project that the parties consider appropriate.<sup>79</sup>

## **B. Minimum Comprehensive Agreement Terms<sup>80</sup>**

The Comprehensive Agreement will define the rights and obligations of the District and the Private Entity with regard to the Qualifying Project. The terms of the Comprehensive Agreement shall be tailored to address the specifics of the Qualifying Project and shall include, but not be limited to, the following:

1. Delivery of letters of credit or other security in connection with the development or operation of the Qualifying Project, in the forms and amounts satisfactory to the District, and delivery of performance and payment bonds in compliance with Chapter 2253, Texas Government Code (Public Work Performance and Payment Bonds) for all construction activities. The construction, remodel, or repair of a Qualifying Project may be performed only after performance and payment bonds for the construction, remodel, or repair have been executed in compliance with Chapter 2253 regardless of whether the Qualifying Project is on public or private property or is publicly or privately owned. The Qualifying Project is considered a public work under Chapter 2253 and the District shall assume the obligations and duties of a governmental entity under that chapter. The obligee under a performance bond may be a public entity, a private person, or an entity consisting of both a public entity and a private person;<sup>81</sup>
2. Review of plans and specifications for the Qualifying Project by the District and approved by the District indicating that the plans and specifications conform to standards acceptable to the District, except that the Contracting Party may not be required to provide final design documents for a Qualifying Project before the execution of the Comprehensive Agreement;<sup>82</sup>
3. Inspection of the Qualifying Project by the District to ensure that the Contracting Party's activities are acceptable to the District in accordance with the Comprehensive Agreement;<sup>83</sup>
4. Maintenance of a public liability insurance policy, copies of which must be filed with the District accompanied by proofs of coverage, or self-insurance, each in the form and amount satisfactory to the District and reasonably

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<sup>78</sup> Section 2267.059(2) of the TGC.

<sup>79</sup> Section 2267.059(3) of the TGC.

<sup>80</sup> Section 2267.058 of the TGC.

<sup>81</sup> Sections 2267.058(a)(1) and 2267.0605 of the TGC.

<sup>82</sup> Section 2267.058(a)(2) of the TGC.

<sup>83</sup> Section 2267.058(a)(3) of the TGC.

sufficient to ensure coverage of tort liability to the public and project employees and to enable the continued operation of the Qualifying Project;<sup>84</sup>

5. Monitoring of the practices of the Contracting Party to ensure that the Qualifying Project is properly maintained;<sup>85</sup>
6. Reimbursement to be paid to the District for services provided by the District;<sup>86</sup>
7. Filing of appropriate financial statements on a periodic basis;<sup>87</sup>
8. Policies and procedures governing the rights and responsibilities of the District and the Contracting Party if the Comprehensive Agreement is terminated or there is a Material Default by the Contracting Party, including conditions governing: (i) assumption of the duties and responsibilities of the Contracting Party; and (ii) transfer or purchase of Real Property or other interests of the Contracting Party to the District;<sup>88</sup>
9. The mechanism by which User Fees, Lease Payments or Service Payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be set at a level that are the same for persons using the facility under like conditions and that will not materially discourage use of the Qualifying Project; and<sup>89</sup>
10. On approval of the Qualifying Project, the District shall establish a date by which activities related to the Qualifying Project must begin, which requirement will be included in the Comprehensive Agreement. The District may extend the date;<sup>90</sup> and
11. The duties of the Contracting Party under these Guidelines and the Act.<sup>91</sup>

### **C. Additional Provisions – Comprehensive Agreement**

Depending on the nature of the proposed Qualifying Project, the Comprehensive Agreement may also include the following:

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<sup>84</sup> Section 2267.058(a)(4) of the TGC.

<sup>85</sup> Section 2267.058(a)(5) of the TGC.

<sup>86</sup> Section 2267.058(a)(6) of the TGC.

<sup>87</sup> Section 2267.058(a)(7) of the TGC.

<sup>88</sup> Section 2267.058(a)(8) of the TGC.

<sup>89</sup> Section 2267.058(b) of the TGC.

<sup>90</sup> Section 2267.053(f) of the TGC.

<sup>91</sup> Section 2267.058(d) of the TGC.

1. A User Fee or Lease Payment as a source of revenue may be in addition to, or in lieu of, a Service Payment;<sup>92</sup>
2. A provision that authorizes the District to make grants or loans to the Contracting Party from money received from the federal, state, or local government or any agency or instrumentality of the government;<sup>93</sup>
3. Provisions that require the District to provide notice of default and cure rights for the benefit of the Contracting Party and the persons specified in the Comprehensive Agreement as providing financing for the Qualifying Project;<sup>94</sup>
4. Other lawful terms to which the Contracting Party and the District mutually agree, including provisions regarding unavoidable delays or providing for a loan of public money to the Contracting Party to Develop or Operate the Qualifying Project; <sup>95</sup>
5. Provisions in which the authority and duties of the Contracting Party cease and the Qualifying Project is dedicated for public use to the District or, if the Qualifying Project was initially dedicated by an Affected Jurisdiction, to the Affected Jurisdiction; <sup>96</sup>
6. Provisions for the Development or Operation of phases or segments of the Qualifying Project; and <sup>97</sup>.The District may contract with a Contracting Party for the delivery of services to be provided as part of a Qualifying Project in exchange for Service Payments and other consideration as the District considers appropriate.<sup>98</sup>

## ARTICLE VII

### NOTICE, POSTING, AND HEARING REQUIREMENTS

#### **A. Public Notice and Access to Accepted Proposals; Hearing**

1. Not later than the 10th day after the date the District accepts a Proposal, the District shall provide public notice of the Proposal by (i) posting a copy of the Proposal on the District's website, or (ii) publication in a newspaper of general circulation in the area in which the Qualifying Project is to be performed, which will include a summary of the Proposal and the location

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<sup>92</sup> Section 2267.058(b) of the TGC.

<sup>93</sup> Section 2267.058(c) of the TGC.

<sup>94</sup> Section 2267.058(d)(1) of the TGC.

<sup>95</sup> Section 2267.058(d)(2) of the TGC.

<sup>96</sup> Section 2267.058(d)(3) of the TGC.

<sup>97</sup> Section 2267.058(f) of the TGC.

<sup>98</sup> Section 2267.054 of the TGC.

where copies of the Proposal are available for public inspection.<sup>99</sup> The District shall make available for public inspection at least one copy of the Proposal.<sup>100</sup> The District may also post the Proposal by another manner considered appropriate by the District to provide maximum notice to the public of the opportunity to inspect the Proposal.<sup>101</sup>

2. During the Proposal review process, and not later than thirty (30) days prior to entering into an Interim Agreement or Comprehensive Agreement, the District shall hold a public hearing on the Proposal in the area in which the proposed Qualifying Project is to be performed.<sup>102</sup>

**B. Public Notice and Access to Interim Agreements or Comprehensive Agreements; Hearing**

1. Upon completion of the negotiation phase for the development of an Interim Agreement or a Comprehensive Agreement and before an Interim Agreement or Comprehensive Agreement is entered into, the District shall make the proposed agreement available for public inspection by: (i) posting the agreement on the District's website, or (ii) publication in a newspaper of general circulation in the area in which the Qualifying Project is to be performed a summary of the agreement and the location where copies of the agreement are available for public inspection.<sup>103</sup>
2. After making the proposed Comprehensive Agreement available as required by Subsection 1 above, the District shall hold a public hearing on the final version of the proposed Comprehensive Agreement and vote on the proposed Comprehensive Agreement after the hearing. The hearing must be held not later than the 10th day before the date the District enters into a Comprehensive Agreement with a Contracting Party.<sup>104</sup>
3. Once an Interim Agreement or a Comprehensive Agreement is entered into, the District shall make the procurement records available for public inspection upon request. For purposes of this Subsection, procurement records do not include the trade secrets of the Contracting Party or financial records, including balance sheets or financial statements of the Contracting Party, that are not generally available to the public through regulatory disclosure or other means.<sup>105</sup>

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<sup>99</sup> Section 2267.066(a)(2) of the TGC.

<sup>100</sup> Section 2267.066(b) of the TGC.

<sup>101</sup> Section 2267.066(b) of the TGC.

<sup>102</sup> Section 2267.066(d) of the TGC.

<sup>103</sup> Sections 2267.066(e) and 2267.066(a)(2) of the TGC.

<sup>104</sup> Section 2267.066(e-1) of the TGC.

<sup>105</sup> Section 2267.066(f) of the TGC.

### **C. Additional Notice and Access Provisions**

The following additional provisions apply to the public notice and public access requirements under Subsections A and B above for accepted Proposals, Interim Agreements and Comprehensive Agreements:

1. Cost estimates relating to a proposed procurement transaction prepared by or for the District are not open to public inspection.<sup>106</sup>
2. Any inspection of procurement transaction records is subject to reasonable restrictions to ensure the security and integrity of the records.<sup>107</sup>
3. The notice and hearing requirements for any accepted Proposal apply regardless of whether the process of bargaining results in an Interim or Comprehensive Agreement.<sup>108</sup>

## **ARTICLE VIII**

### **POWERS AND DUTIES OF CONTRACTING PARTY**

#### **A. General Powers**

1. A Contracting Party person has (i) the power granted by general law to a Private Entity that has the same form of organization as the Contracting Party and by statute governing the business or activity of the Contracting Party; and (ii) the power to Develop or Operate a Qualifying Project and to collect Lease Payments, impose User Fees subject to Subsection 2 below, or enter into Service Contracts in connection with the use of the Qualifying Project.<sup>109</sup>
2. A Contracting Party may not impose a User Fee or increase the amount of a User Fee until the fee or increase is approved by the District.<sup>110</sup>
3. A Contracting Party may own, lease or acquire any other right to use or Operate a Qualifying Project.<sup>111</sup>
4. A Contracting Party may finance a Qualifying Project in the amounts and on the terms determined by the Contracting Party. The Contracting Party may (i) issue debt, equity, or other securities or obligations, (ii) enter into sale and leaseback transactions, and (iii) secure any financing with a pledge of,

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<sup>106</sup> Section 2267.066(g) of the TGC.

<sup>107</sup> Section 2267.066(h) of the TGC.

<sup>108</sup> Section 2267.066(i) of the TGC.

<sup>109</sup> Section 2267.057(a) of the TGC.

<sup>110</sup> Section 2267.057(b) of the TGC.

<sup>111</sup> Section 2267.057(c) of the TGC.



security interest in, or lien on, any or all of its property, including all of its property interests in the Qualifying Project.<sup>112</sup>

5. In Operating a Qualifying Project, the Contracting Party may (i) establish classifications according to reasonable categories for assessment of User Fees, and (ii) with the consent of the District, adopt and enforce reasonable rules for the Qualifying Project to the same extent as the District.<sup>113</sup>

All such powers are limited by the terms of the applicable Interim or Comprehensive Agreement, these Guidelines and applicable law.

## **B. General Duties**

A Contracting Party shall:<sup>114</sup>

- (i) Develop or Operate the Qualifying Project in a manner that is acceptable to the District and in accordance with any applicable Interim Agreement or Comprehensive Agreement;
- (ii) subject to Subsection C below, keep the Qualifying Project open for use by the public at all times, or as appropriate based on the use of the Qualifying Project, after its initial opening on payment of the applicable User Fees, Lease Payments or Service Payments;
- (iii) maintain, or provide by contract for the maintenance or upgrade of, the Qualifying Project, if required by any applicable Interim Agreement or Comprehensive agreement;
- (iv) cooperate with the District to establish any interconnection with the Qualifying Project requested by the District; and
- (v) comply with any applicable Interim Agreement or Comprehensive Agreement and any lease or Service Contract.

## **C. Temporary Closures**

The Qualifying Project may be temporarily closed because of emergencies or, with the consent of the District, to protect public safety or for reasonable construction or maintenance activities.<sup>115</sup>

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<sup>112</sup> Section 2267.057(d) of the TGC.

<sup>113</sup> Section 2267.057(e) of the TGC.

<sup>114</sup> Section 2267.057(f) of the TGC.

<sup>115</sup> Section 2267.057(g) of the TGC.

## **D. Other Services**

These Guidelines do not prohibit a Contracting Party from providing additional services for the Qualifying Project to the public or persons other than the District, provided that the provision of additional service does not impair the Contracting Party's ability to meet the Contracting Party's commitments to the District under any applicable Interim Agreement or Comprehensive Agreement.<sup>116</sup>

## **ARTICLE IX**

### **MISCELLANEOUS**

#### **A. Conflicts of Interest**

1. An employee of the District or a person related to the employee within the second degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, may not accept money, a financial benefit, or other consideration from a Contracting Party that has entered into a Comprehensive Agreement with the District.<sup>117</sup>
2. A Contracting Party may not employ or enter into a professional services contract or a consulting services contract under Chapter 2254 of the Texas Government Code with a former or retired employee of the District with which the person has entered into a Comprehensive Agreement before the first anniversary of the date on which the former or retired employee terminates employment with the District.<sup>118</sup>
3. These Guidelines do not prohibit the Contracting Party from entering into a professional services contract with a corporation, firm, or other business organization that employs a former or retired employee of the District before the first anniversary of the date the former or retired employee terminates employment with the District if the former or retired employee does not perform services for the corporation, firm, or other business organization under the Comprehensive Agreement with the District before terminating employment with the District.<sup>119</sup>
4. An employee of the District may not be employed or hired by another person to perform duties that relate to the employee's specific duties in developing and implementing a Qualifying Project, including review, evaluation, development, and negotiation of a Qualifying Project proposal.<sup>120</sup>

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<sup>116</sup> Section 2267.057(h) of the TGC.

<sup>117</sup> Section 2267.005 of the TGC.

<sup>118</sup> Section 2267.0051(a) of the TGC.

<sup>119</sup> Section 2267.0051(b) of the TGC.

<sup>120</sup> Section 2267.0052(a) of the TGC.

5. The District shall obtain from each employee sufficient information to determine whether: (1) the employee is employed by another person; and (2) a potential conflict of interest exists between the employee's duties for the District and the employee's duties with the other employer.<sup>121</sup>
6. Each employee of the District whose duties relate to a Qualifying Project shall attest that the employee is aware of and agrees to the District's ethics and conflict-of-interest policies.<sup>122</sup>
7. To the extent the other employment is authorized by the District's policy, these Guidelines do not prohibit additional employment for an employee of the District whose duties are not related to a Qualifying Project.<sup>123</sup>

## **B. Use of Public Funds**

The District's constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any Interim Agreement or Comprehensive Agreement. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into any Qualifying Projects. Without limiting the foregoing, the Contracting Party shall be required to design and construct the Qualifying Project in accordance with procedures that do not materially conflict with those specified in Section 2269 of the Texas Government Code (Contracting and Delivery Procedures for Construction Projects).<sup>124</sup>

The District and each Contracting Party may not obtain professional services through any process except in accordance with Subchapter A, Chapter 2254 of the Texas Government Code.<sup>125</sup>

Identified team members, including the architect, engineer, or builder, may not be substituted or replaced once a Qualifying Project is approved and an Interim or Comprehensive Agreement is executed, without the written approval of the District.<sup>126</sup>

## **C. Applicability of Laws**

The laws of the United States and the State of Texas are incorporated in these Guidelines by reference for all purposes. Compliance by each Private Entity is mandatory.

## **D. No Partnership or Agency Relationship**

Except as otherwise expressly set forth in an applicable Interim or Comprehensive Agreement, in no event will any Qualified Project be undertaken as a partnership

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<sup>121</sup> Section 2267.0052(b) of the TGC.

<sup>122</sup> Section 2267.0052(c) of the TGC.

<sup>123</sup> Section 2267.0052(d) of the TGC.

<sup>124</sup> Section 2267.065(b) of the TGC.

<sup>125</sup> Section 2267.065(c) of the TGC.

<sup>126</sup> Section 2267.065(d) of the TGC.

relationship between the District and the Private Entity or Contracting Party and nothing in these Guidelines shall be construed to suggest otherwise. The District and these Guidelines contemplate and intend that the relationship between the District and the Private Entity or Contracting Party be exclusively one of independent contractors.

Furthermore, nothing in these Guidelines shall establish any relationship of principal or agent between the District and the Private Entity or Contracting Party; and neither the District nor the Private Entity or Contracting Party shall have any power or authority to accept on behalf of the other any offer, agreement, or contract, or to make, incur, contract or create any claim, promise, guarantee, debt, obligation, expense or liability of any kind whatsoever in the name of, on behalf of or for the account of the other party.

#### **E. Governing Provisions**

In the event of any conflict between these Guidelines and any federal, state or administrative laws and regulations, including without limitation, Chapter 44 of the Texas Education Code and Chapter 272 of the Texas Local Government Code, the respective laws and regulations shall control.

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**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVAL OF CONTRACT EXTENSION FOR ARMORED/COURIER SERVICES**

**BACKGROUND:**

Trinity Armored Security currently provides services to the Fort Worth ISD to transport daily deposits from District locations to the District's depository bank and to deliver interoffice mail. In accordance with the contract, the District is authorized to exercise five one-year extensions if the performance and value of the services provided by Trinity Armored Security is determined to be the best choice. If approved, the 2017-2018 contract will be the fifth and final one-year extension. The contract does allow Trinity Armored to increase fees. However, the firm has agreed to no increase in service prices for the 2017-2018 school year. A contract total of \$263,837 for the 2017-2018 school year is requested for approval. Funding for this contract will be paid from the Food Service Fund and the Internal Service Fund (Print Shop) as outlined below.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Contract Extension for Armored/Courier Services
2. Decline to Approve Contract Extension for Armored/Courier Services
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Contract Extension for Armored/Courier Services

**FUNDING SOURCE**

*Additional Details*

Food Service Fund	701-35-6299-001-999-99-540-000000	\$107,386
Internal Service Fund	752-41-6299-098-750-99-421-00000	\$156,451

**COST:**

\$263,837

**VENDOR:**

Trinity Armored Security

**PURCHASING MECHANISM**

Bid/Proposal Statistics

Bid Number: 12-034

Number of Bid/Proposals Received: 2

HUB Firms: 0

Compliant Bids: 2

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 recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District campuses and other District locations

**RATIONALE:**

Interoffice mail is collected and delivered in a timely consistent manner and bank deposits are picked up and deposited daily in the District's depository pursuant to the District's Cash Management Strategy. Trinity Armored Security currently provides excellent services the to the District and is considered the best value.

**INFORMATION SOURCE:**

Elsie Schiro  
Lori Boswell  
Michele Beck  
Michael Mandl

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH LAKESHORE LEARNING MATERIALS**

**BACKGROUND:**

In April 2017, we launched a new online shopping component of the Tyler Munis Financial System and due to the efficiencies of this new e-Procurement feature Lakeshore is offering us a 1% revenue share based on qualifying product sales through the use of e-Procurement.

The terms of this Memorandum of Understanding (MOU) will allow products purchased from May – December 2017 to qualify for a rebate. The term of this MOU will automatically renew for additional one (1) year periods, unless either party give the other written notice of non-renewal at least 30 days prior to the end of the then-current term.

The revenues from this MOU will be placed in the General Fund.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with Lakeshore Learning Materials
2. Decline to Approve Memorandum of Understanding with Lakeshore Learning Materials
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding with Lakeshore Learning Materials

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

N/A

**VENDOR:**

Lakeshore Learning Material

**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**

All Campuses

**RATIONALE:**

Approving this MOU will provide greater revenue for the District.

**INFORMATION SOURCE:**

Elsie Schiro  
Lori Boswell  
Jonathan Bey





2695 E. Dominguez St. • Carson, CA 90895 • (310) 537-8600 • Fax (310) 604-8279  
LakeshoreLearning.com

**MEMORANDUM OF UNDERSTANDING**

This is a Memorandum of Understanding (“MOU”) between Lakeshore Equipment Company, Inc., dba Lakeshore Learning Materials (“Lakeshore”) with a primary location at 2695 East Dominguez Street, Carson, CA 90895 and Fort Worth Independent School District (“FWISD”) with a primary location of 100 N. University, Ste. NW 140-E, Fort Worth, Texas 76107.

1. **Specified Products:** Lakeshore and FWISD agree to sell Lakeshore products through FWISD’s e-procurement website. It is acknowledged that these same items are featured in Lakeshore’s Early Childhood, Elementary and Infant/Toddler catalogs, along with Lakeshore’s website and retail stores. Only sales of Lakeshore products through the FWISD e-procurement website (each, a “Qualifying Product” and collectively, “Qualifying Products”) will be counted towards the revenue share agreement set forth herein.

2. **Revenue Share:** For “Qualifying Product” purchased through the FWISD e-procurement website, Lakeshore will pay FWISD a revenue share of 1% of the retail price, less any discount. Revenue share payments will be made one-time per year. Revenue share payment for sales from May 1<sup>st</sup> to December 31<sup>st</sup>, 2017 will be paid by January 31<sup>st</sup>, 2018. For each renewal term, revenue share payment for Qualifying Product purchased from January 1 through December 31 will be made on January 31<sup>st</sup> of the following year. Lakeshore will provide accounting to document its sales. Any returns from customers will be deducted from the total sales before calculation of royalty. FWISD will have, at their own cost, the right to audit for accuracy.

3. **Term:** This MOU will commence on May 1, 2017 and will continue through December 31, 2017, unless terminated earlier as provided herein. Following the completion of the initial term, this MOU shall automatically renew for additional one (1) year periods, unless either Party give the other written notice of non-renewal at least 30 days prior to the end of the then-current Term. Additionally, either party may terminate this MOU at any time by providing 30 days’ advance written notice to the other party.

4. **Notices**

Any notice permitted or required under this MOU shall be in writing and shall be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, to each Party’s respective contact listed below, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission.

Notices to FWISD shall be delivered to:

Jonathan Bey, Director of Purchasing  
Fort Worth ISD  
100 N. University

Ste. NW 140-E  
Fort Worth, TX 76107

Notice to Lakeshore shall be delivered to:

Rafael Muro, Bid Supervisor  
Lakeshore Learning Materials  
2695 E. Dominguez Street  
Carson, CA 90895

6. Relationship between the Parties: Nothing in this MOU shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other Party, without the prior written consent of the other Party. Nothing in this MOU shall be deemed to constitute, create, give effect to, or otherwise recognize an employment relationship between the parties or a joint venture, partnership, or formal entity of any kind.

7. Confidentiality: FWISD agrees to keep the terms and conditions of this MOU confidential and not to disclose such information to any other party. FWISD may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from ideas, materials, and/or other aspects or information relating to Lakeshore, or its parent, subsidiary, related, or affiliated, companies, which may not be accessible or known to the general public ("Confidential Information"), that must be carefully protected in order for Lakeshore to be successful. Any such Confidential Information acquired by FWISD shall be kept confidential and shall not be used, published or divulged by FWISD (except to FWISD's representatives and employees who need to know such information for the express purpose of carrying out the agreed upon activity herein) to any other person, firm or corporation, or in any advertising or promotion regarding FWISD or its Services, or in any other manner or connection whatsoever without first having obtained the written permission of Lakeshore, which permission Lakeshore may withhold in its sole discretion. Such representatives and employees shall be informed of the confidential nature of such information and agree to be bound by the terms and conditions of this paragraph. FWISD shall not issue or authorize the dissemination of any publicity or news story relating to this MOU hereunder without Lakeshore's prior written consent. The provisions of this paragraph shall survive the expiration or earlier termination of this MOU.

8. Limitation of Liability: Each Party shall bear all costs, risks and liabilities it incurs as the result of its participation in this MOU. Notwithstanding the foregoing or any other provision of this MOU, the liability of Lakeshore and its suppliers arising out of or relating to this MOU shall in no event include loss of profits, cost of procuring substitute goods or services, or any incidental, indirect or consequential damages of any kind, even if Lakeshore or its suppliers are aware of the possibility of such damages.

9. Dispute Resolution

The parties shall exercise their best efforts to settle any claim, controversy, or dispute (collectively "Disputes") concerning questions of fact or law arising out of or relating to this MOU. The parties shall discuss any such Dispute no later than 30 days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. At such meeting, a representative of each party who has authority to resolve the Dispute shall be in attendance. No suit or other proceeding may be commenced before the parties have met pursuant to this provision, except as described herein.

Either party may seek injunctive or provisional relief from a court of competent jurisdiction at any time in order to protect its intellectual property, confidential information, or prevent imminent harm.

10. Indemnity: To the extent permitted by law, FWISD shall indemnify and hold Lakeshore, its directors, officers, shareholders, affiliates, subsidiaries, employees, agents, representatives, successors and assigns harmless from any and all actual loss, damage or liability, including reasonable attorneys' fees, costs, and judgments, which may arise out of Lakeshore's manufacture, sale, publication or distribution of the Products pursuant to this Agreement and/or any use of the Products so manufactured and sold.

11. WARRANTY DISCLAIMER: LAKESHORE MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE PRODUCTS, EXCEPT AS SET FORTH ABOVE. ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED.

12. DISCLAIMER OF DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, NOR ANY RELATED ENTITY THEREOF, BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY, TO ANY RELATED ENTITY THEREOF, OR TO ANY OTHER THIRD PERSON, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), INDEMNITY OR CONTRIBUTION.

13. Additional Terms

A. No Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

B. Entire Agreement. This MOU is the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to the subject matter hereof.

C. Execution; Counterparts. This MOU may be executed in one or more original, electronically-transmitted, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind his or her respective party.

**Fort Worth Independent School District**

**Lakeshore Equipment Company dba Lakeshore Learning Materials**

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

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

Name: \_\_\_\_\_

Name: Rafael Muro

Title: \_\_\_\_\_

Title: Bid Supervisor

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

Date: 6/22/2017

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN YOUTH ENTREPRENEURS, INC. AND FORT WORTH INDEPENDENT SCHOOL DISTRICT TO PROVIDE ENTREPRENEUR PROGRAM IN HIGH SCHOOLS**

**BACKGROUND:**

The MOU agreement presented for signing provides the details of partnership to offer an established entrepreneur program to high school students. Youth Entrepreneurs, Inc. will provide this program as well as teacher training at no cost. There will be no exchange of money between the Fort Worth ISD and Youth Entrepreneurs for this MOU. School year 2016-2017 was the pilot year for this program at Trimble Technical High School. Due to the number of revisions that Youth Entrepreneur made to the original agreement, a new contract is required.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Youth Entrepreneurs Memorandum of Understanding (MOU) Between Youth Entrepreneurs, Inc. and Fort Worth Independent School District to Provide Entrepreneur Program in High Schools
2. Decline to Approve the Youth Entrepreneurs Memorandum of Understanding (MOU) Between Youth Entrepreneurs, Inc. and Fort Worth Independent School District to Provide Entrepreneur Program in High Schools
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Youth Entrepreneurs Memorandum of Understanding (MOU) Between Youth Entrepreneurs, Inc. and Fort Worth Independent School District to Provide Entrepreneur Program in High Schools

**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**

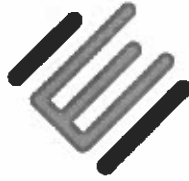
Benbrook Middle High School  
Paul Laurence Dunbar High School  
Green B. Trimble Technical High Schools

**RATIONALE:**

Provide the option of Entrepreneur program to high school students

**INFORMATION SOURCE:**

Charles Carroll  
David Saenz



**Memorandum of Understanding**  
Between  
**YOUTH ENTREPRENEURS**  
and  
**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) sets forth terms and understanding between **Youth Entrepreneurs, Inc.**, (YE), a Kansas nonprofit corporation, and the Fort Worth Independent School District (FWISD) located at 100 N. University Dr, Fort Worth, TX 76107 to provide YE program in all designated school campuses (School). MOU is effective 1 August 2017 (the “Effective Date”) and remains in effect as per terms described below.

YE provides a hands-on elective course that introduces business, economics, and entrepreneurship to high school students (the “YE Program”). The YE Program’s core concepts develop and promote a competitive entrepreneurial mindset, which builds character and provides students valuable lessons lasting beyond the class. Students can draw upon these concepts wherever their careers and interests take them—acting as their foundation for prosperity and well-being through experiential learning which includes six elements: (1) introduction to entrepreneurship; (2) business economics; (3) developing successful businesses; (4) business ethics and responsible citizenry; (5) business plan development; and (6) professional and personal development. The FWISD, through its administrators and its teachers teaching the YE Program (the “Teachers”), wishes to collaborate with YE to bring the YE Program to the FWISD. Therefore, the parties agree as follows:

**1. Term.** This Agreement will be effective from the Effective Date until July 31, 2018 (the “Initial Term”). Unless this Agreement is earlier terminated, it will automatically renew annually for one year periods after the Initial Term (each such renewal period, a “Renewal Term” and with the Initial Term, the “Term”). Either party may terminate this Agreement at any time or for any reason upon thirty days’ prior written notice to the other part at the address provided in this Agreement’s signature block.

**2. Collaboration of the Parties.** The parties agree that the YE and the FWISD will collaborate to carry out the YE Program by providing support to carry out the YE Program at the FWISD as follows:

(a) **YE’s Support.**

(i) **Teacher Selection and Replacement.** The FWISD may consult with YE on the selection of the Teachers in accordance with the FWISD’s normal policies and procedures. The FWISD recognizes YE’s knowledge around the capabilities required for a teacher to effectively lead the YE Program. Therefore, YE may recommend that the FWISD replace a Teacher if the Teacher is not successfully facilitating the YE Program.

(ii) **General Teacher Support.** YE’s support for the Teachers is designed to benefit the Teachers and ultimately the FWISD’s students participating in the YE Program (the “Students”). To accomplish this, YE provides annual teacher training, professional development opportunities, and various resources. If permitted by the law and internal policy applicable to the FWISD, YE may



compensate Teachers in the form of a stipend for their time teaching the YE Program and participating in associated YE Program activities. YE may also provide activity suggestions, guest speaker contacts, and business plan advisor recruitment.

(iii) **Teacher Professional Development.** Throughout the YE Program, YE may facilitate ongoing professional development and training of the Teachers to support the YE Program. At the conclusion of the YE Program, YE shall provide the Teachers feedback on their performance.

(iv) **Student Recruitment.** Before the YE Program begins, YE may assist the Teachers to attract students to the YE Program. This may include assisting the Teachers by giving presentations about the YE Program to interested students. This may also include providing interview guidelines and resources to use in the student selection process.

(v) **Support in the Classroom.** YE may provide a variety of support in the classroom for the YE Program. In-class support may include but not be limited to the following: periodic YE staff classroom visits, in classroom support, providing the program site budget, digital resources, and/or ordering of student material. Finally, to evaluate the effectiveness of the YE Program, YE shall evaluate and communicate pre-YE Program and post-YE Program Student test results in accordance with FERPA.

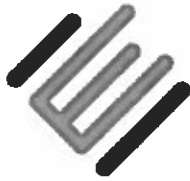
(vi) **YE's Grant of a License to FWISD.** YE hereby grants the FWISD a nonexclusive, limited, worldwide, revocable, royalty-free license to reproduce, distribute, and publicly display YE's name and logo solely to support the YE Program, subject to YE's prior written approval, such approval not to be unreasonably withheld.

(b) **The FWISD's Support.**

(i) **Creating a Positive Environment.** To ensure the success of the YE Program, the FWISD shall make its best efforts to create a positive environment at the School for the YE Program. To accurately reflect the understanding of the parties, it is recommended that the FWISD informs its entire staff about the FWISD's collaboration with YE, explain the relevant details of the collaboration, emphasize that the collaboration is an important priority at the FWISD. The FWISD shall also provide recognition of the YE Program consistent with the FWISD's license provided in Section 2(a)(vi).

(ii) **Teacher Selection and Replacement.** The FWISD shall recruit and select the Teachers. The FWISD may consult with YE on the selection of the Teachers in accordance with the FWISD's normal policies and procedures. The FWISD recognizes YE's knowledge around the capabilities required for a teacher to effectively lead the YE Program. Therefore, the FWISD shall consider any recommendation by YE to request a replacement based on the Teacher's inability to successfully facilitate the YE Program.

(iii) **General Teacher Support.** The FWISD shall collaborate with the Teachers to ensure the success of the YE Program. The FWISD shall also ensure that the Teachers attend and complete the required annual YE Teacher training, monthly meetings, YE special events, and field trips that are part of the YE Program.



(iv) **Administrative Support.** The FWISD shall provide space, equipment, logistics, and staffing for the YE Program. The FWISD shall ensure that each class of the YE Program has adequate classroom accommodations. Finally, the FWISD's staffing for the Program includes providing substitute teachers if a Teacher is unavailable on a YE Program day.

(v) **Stakeholder Collaboration.** The FWISD shall collaborate with key stakeholders at the FWISD including teachers, principals, directors, counselors, and staff to facilitate the YE Program's success and continuously improve the YE Program.

(vi) **Field Trips.** The FWISD shall arrange for transportation for the educational field trips that are part of the YE Program.

(vii) **YE Program Events.** The FWISD shall provide recognition for the YE Program, the Teachers, and the Students by promoting YE events, the business plan competition, and YE Program graduation.

### **3. YE Program Funding.**

(a) **Generally.** The expected costs for the YE Program are \$8,000.00 (the "YE Program Costs"). The FWISD shall provide for the YE Program Costs. YE has the right, in its sole and absolute discretion, however, to provide funding to support the YE Program (the "Contributed Amount"). The maximum Contributed Amount YE will provide to support the YE Program is \$8,000.00. The portion of the YE Program Costs provided for by YE through a Contributed Amount is determined by the percentage of students in the FWISD who are free and reduced meal recipients as provided by FWISD's state department of education (the "Free and Reduced Meal Recipient Percentage"). The portion of the YE Program Costs provided for by the FWISD and by YE through a Contributed Amount based on the Free and Reduced Meal Recipient Percentage at the FWISD is stated in Section 3(b) below. The Free and Reduced Meal Recipient Percentage will be evaluated before each FWISD year and adjusted accordingly during the Term.

(b) **Contributed Amount Table.**

<b>Free and Reduced Meal Recipient Percentage</b>	<b>Maximum Contributed Amount from YE to Support the YE Programs</b>	<b>Minimum YE Program Costs Provided for by FWISD</b>
50% or more	\$8,000.00 (100%)	\$0.00 (0%)
At least 40%, less than 50%	\$6,000.00 (75%)	\$2,000.00 (25%)
At least 30%, less than 40%	\$4,000.00 (50%)	\$4,000.00 (50%)
At least 20%, less than 30%	\$2,000.00 (25%)	\$6,000.00 (75%)
Less than 20%	\$ 0.00 (0%)	\$8,000.00 (100%)





FWISD: \_\_\_0\_\_\_ (%)

YOUTH ENTREPRENEURS: \_\_\_100\_\_\_ (%)

#### 4. General Provisions.

(a) **INDEMNIFICATION.** TO THE EXTENT PERMITTED BY LAW, THE FWISD SHALL DEFEND, INDEMNIFY, AND HOLD YE AND EACH OF ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, OR THREATENED THIRD-PARTY ALLEGATIONS, DEMANDS, CLAIMS, LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY INCIDENT TO (A) THE ACTS OR OMISSIONS OF THE FWISD RELATED TO THIS AGREEMENT AND/OR (B) THE FWISD'S BREACH OF THIS AGREEMENT.

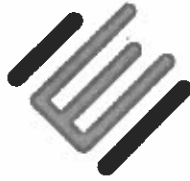
(b) **Confidentiality.** The FWISD agrees to keep confidential and not to disclose to any third party the existence of or contents of this Agreement without express written approval from YE unless the agreement is requested under the Texas Public Information Act (TPIA). The TPIA requires the release of information that is not exempt under Section 552 of the Texas Government code.

(c) **Entire Agreement.** The terms contained in this Agreement supersede all prior oral or written agreements and understandings between the parties related to the matters contained in this Agreement and shall constitute the entire agreement between the parties with respect to the matters contained in this Agreement.

(d) **Modifications.** This Agreement shall not be modified except by a writing duly executed by the parties.

(e) **Severability.** The provisions of this Agreement are deemed severable and should any part, term, or provision of this Agreement be construed by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, and provisions will not be affected thereby.

(f) **No Waiver.** No delay or failure on any party's part to enforce any right or claim which it may have hereunder shall constitute a waiver of such right or claim. Any waiver by any party of any term, provision, or condition of this Agreement, or of any subsequent default under this Agreement in any one or more instances shall not be deemed to be a further or continuing waiver of provision or condition or of any subsequent default hereunder.



(g) No Transfer or Assignment. The FWISD may not transfer or assign its interest in the Agreement or any amount to be contributed pursuant to this Agreement without the express written consent of YE.

(h) Notices. All notices, approvals, or requests in connection with this Agreement shall be in writing and shall be deemed given when delivered personally by hand or one business day after the day sent by overnight courier (in each case with written confirmation of receipt or transmission, as the case may be) at the following address (or to such other address as a Party may have specified by notice to the other Party pursuant to this provision):

If to YE:

Attn: Program Director  
4111 E. 37<sup>th</sup> Street N.  
Suite: D101  
Wichita, KS 67220

If to the FWISD:

Fort Worth Independent School District  
Attn: Executive Director, Career & Technical Education  
100 N. University Dr., Ste. SW 180  
Fort Worth, TX 76107

With a Copy To:

Fort Worth Independent School District  
Attn: Legal Counsel  
100 N. University Dr., Ste. SW 172  
Fort Worth, TX 76107

(i) Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement or direction. Copies of signatures (whether facsimile or other electronic transmission) to this Agreement shall be deemed to be originals and may be relied upon to the same extent as the originals.

The parties have duly executed this Agreement as dated below, but agree to make this Agreement effective as of the Effective Date.



**YOUTH ENTREPRENEURS INC**

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

Printed Name: Ashley Scheideman

Title: Executive Director

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

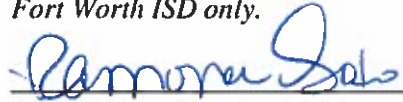
**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

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

Charles Carroll  
Chief Academic Officer

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

*Approved as to Legal Form and Sufficiency for Fort Worth ISD only.*

  
\_\_\_\_\_  
Ramona Soto  
Legal Counsel

Date: 7/6/17

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT (FWISD) AND THE TEXAS JUVENILE JUSTICE DEPARTMENT (TJJJ) FOR THE TERM OF THREE YEARS, ENDING WITH THE 2019-2020 SCHOOL YEAR**

**BACKGROUND:**

Pursuant to Chapter 29, Sec. 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Willoughby House is a residential facility for delinquent youth located within FWISD and operated by TJJJ, an agency of the State of Texas that provides 24 hour care, control, and custody for students between the ages of 10 and 19 years old. FWISD funds 1 FTE teacher position for this location.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Memorandum of Understanding between the Fort Worth Independent School District (FWISD) and the Texas Juvenile Justice Department (TJJJ) for the term of three years, ending with the 2019-2020 School Year.
2. Decline to Approve the Memorandum of Understanding between the Fort Worth Independent School District (FWISD) and the Texas Juvenile Justice Department (TJJJ) for the term of three years, ending with the 2019-2020 School Year.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Memorandum of Understanding between the Fort Worth Independent School District (FWISD) and the Texas Juvenile Justice Department (TJJJ) for the term of three years, ending with the 2019-2020 School Year.

**FUNDING SOURCE**

***Additional Details***

General Fund

199-11-6119-001-066-24-230-000000

**COST:**

Not to exceed \$70,000

**VENDOR:**

Texas Juvenile Justice Department

***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**

Student Discipline and Placement

**RATIONALE:**

Pursuant to Chapter 29, Sec. 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Texas Education Agency and the Texas Juvenile Justice Department, by cooperative effort, shall develop and by rule adopt a memorandum of understanding.

**INFORMATION SOURCE:**

Charles Carroll  
Michael Steinert  
Ramona Soto  
Raul Perez

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
AND  
THE TEXAS JUVENILE JUSTICE DEPARTMENT RE: WILLOUGHBY HOUSE**

**THE STATE OF TEXAS     §**

**§**

**COUNTY OF TARRANT     §**

THIS AGREEMENT is made and entered into by and between the Fort Worth Independent School District, 100 N. University Dr. Fort Worth, TX 76107 (hereinafter the "District") and the Texas Juvenile Justice Department (hereinafter "TJJD"), 11209 Metric Blvd. Bldg. H, Austin, TX 78758 for Willoughby House, located at 8100 West Elizabeth Lane, Fort Worth, Texas 76116.

**WITNESSETH**

WHEREAS, the Willoughby House, hereinafter referred to as "TJJD Facility," is a residential facility for delinquent youth located within the District and operated by TJJD, an agency of the State of Texas, that provides 24 hour care, control, and custody for individuals between the ages of 10 and 19 years; and

WHEREAS, the Texas Education Code requires the District to provide admission to its schools to students that are over five years of age and younger than 21 years of age and who reside in a residential facility located in the District; and

WHEREAS, the District and TJJD desire to establish their respective responsibilities for the provision of educational services for students residing at the TJJD Facility, including a free, appropriate public education (FAPE) for disabled children who reside at the TJJD Facility; and

WHEREAS, the District and TJJD desire to cooperate in the planning, development, and implementation of mutually supportive services within their respective spheres of authority and responsibility for students at the TJJD Facility, in order to conserve public funds and promote efficiency in the rendering of services; and

NOW, THEREFORE, pursuant to the Texas Government Code §2155.143 and Human Resource Code, Title 12, Chapter 242 and 244, for mutual consideration of the covenants herein expressed, the District and TJJD agree as follows:

### **I. TERM AND APPLICATION**

- A. Upon approval of the District's Board of Trustees and execution of this Agreement by both parties this Agreement shall remain in full force and effect for the term of three years, ending June 30, 2020.
- B. Either party may terminate this Agreement, with or without cause, upon delivery of written notice of termination to the other party at least thirty (30) days before the date of termination. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any provisions of this MOU shall be in writing and shall be deemed to have been duly given or served when delivered to the following; Diane M. Eunice, TJJD Superintendent, 8100 W. Elizabeth Lane, Fort Worth, Texas 76116, and Raul Perez, FWISD Director, 100 N. University Dr. Ste NE #110 Fort Worth, Texas 76107, with copies to the office of FWISD Legal Service Department.

### **II. STUDENT EDUCATION**

- A. Each student residing at the TJJD Facility shall be eligible to participate in instructional services of the District, pursuant to District and TJJD policies and subject to the requirements of the Texas Education Code. Students eligible for instruction, including students expelled from their home districts prior to placement in the TJJD Facility, will receive instruction in the general curriculum of the District. The schedule of instruction shall be commensurate with the District's school day and academic calendar.

- B. Upon enrollment, instructional programming for students receiving educational services at the TJJD Facility will be provided by the District and will be in accordance with the Texas Education Code, Texas Education Agency rules as set forth in Title 19 of the Texas Administrative Code, Section 504 of the 1973 Rehabilitation Act (Section 504), the Individuals with Disabilities Education Act (IDEA), the No Child Left Behind Act , including requirements for English as a Second Language (NCLB-ESL), if applicable, the Family Education Rights and Privacy Act (FERPA) and other applicable federal regulations.
  
- C. The eligibility of each student for special education and related services, including Extended School Year (ESY) services shall be determined individually by admissions review, and dismissal (ARD) / individual education plan (IEP) committee. Each student eligible for special education and related services under IDEA shall be provided special education and related services in accordance with the IEP developed by the student's ARD/IEP committee.

### **III. STUDENT DISCIPLINE**

- A. TJJD Facility students will follow the TJJD Facility rules of conduct when receiving educational instruction by the District at the TJJD Facility. The TJJD Facility Administrator and District representative will develop a classroom behavior management plan that may include provisions for temporary removals of a student from class and that will address the provision of educational services during that removal.
  
- B. The District will promptly notify the TJJD Facility staff of any disciplinary matters involving a student. TJJD Facility staff will address disciplinary matters of a student reported by the District according to the classroom behavior management plan and the TJJD behavior management program.



#### IV. INSTRUCTIONAL FACILITIES

- A. Student services provided at the TJJD Facility will be conducted in classrooms designed for that purpose.
- B. TJJD will ensure that classroom facilities meet the Texas Education Agency (TEA) regulations. Classroom space provided at the TJJD Facility will be comparable to the District's classrooms and will contain chalk/dry erase boards. TJJD shall be responsible for compliance with and make any changes required to any building(s) housing classrooms to comply with Section 504 and the Americans with Disabilities Act concerning accessibility for the disabled.
- C. TJJD will provide lockable storage, lockable file cabinets, bookcases, and furniture appropriate for individualized instruction and safeguarding student records held at the TJJD facility. The District will be responsible for ensuring that all records maintained in storage structures designated for District use at the Facility are properly secured for the safekeeping of student records. The District will provide instructional equipment as may be necessary for appropriate instruction of students at the TJJD Facility.
- D. TJJD will provide District staff access to an office/conference room with phone service and internet access. TJJD shall provide copying capabilities at no cost to the District staff in the performance of their duties at the TJJD Facility. The District will provide copy paper for district staff members.
- E. TJJD shall ensure that all areas of the TJJD Facility comply with fire, safety and health standards to which TJJD facilities are subject. TJJD shall furnish a copy of the State Fire Marshal's inspection report determining TJJD's compliance with fire codes applicable to TJJD.
- F. The District's Designee and the TJJD Administrator will mutually establish the procedures for the District and TJJD staff to follow in use of the classrooms and office areas at TJJD.

- G. The District designee shall be notified in writing at least thirty (30) days before building structural changes are made to any classrooms or support areas unless emergency conditions dictate otherwise.

## **V. DUTIES OF TJJD FACILITY**

- A. The TJJD Facility shall designate and provide the District with written notification of the name and contact information for the staff person who will act as the responsible TJJD liaison with the District.
- B. The TJJD Facility will notify the District of admission of a student at the facility within three business days of the admission.
- C. The TJJD Facility shall assign and have available in the TJJD Facility classroom area at least one qualified personnel to ensure the safety of students and teachers and for immediate crisis intervention at all times.
- D. The TJJD Facility shall provide adequate support staff to ensure safe transfer of students to and from their assigned classrooms at all times and to perform duties such as dressing the students, assisting students on and off school buses, cooperating in District behavior management of students, taking charge of and arranging unscheduled transportation for a student who becomes ill during school, and providing notification to the appropriate District campus or administrator when a student is unable to attend school. The TJJD Facility shall provide supervision to all TJJD Facility students during state-mandated teacher duty-free lunch periods.
- E. The TJJD Facility staff shall be responsible for assuring that all students arrive to class on time and bring all necessary materials for full participation in classes. The TJJD Facility shall supply students with all materials and school supplies required and ordinarily provided by the parents and guardians of students enrolled in the District. The TJJD Facility shall ensure that the student's 16-hour schedule allows for supervising students in the completion of any homework assignments.

- F. The TJJD Facility staff shall attend ARD committee meetings for students residing at TJJD, as appropriate, based on each student's individual needs. The TJJD Facility will assist the District with obtaining all records and information necessary for the enrollment of students in the District, as required by the Texas Education Code "Requirements for Enrollment" Texas Education Code Section 25.002 and with obtaining information from parents, previous school districts, or other agencies which regard any student's suspected disability in satisfaction of the District's "Child Find" procedures, as required by federal and state law.
  
- G. The TJJD Facility shall provide all medical care and treatment services to each student including administering all medications and respiratory therapy. TJJD shall provide each student with dental care, nursing and pharmacy services, food, and nutrition services. The provision of services by TJJD does not relieve the District's responsibility to ensure students receive related services, as recommended by an ARD Committee for students receiving special education services. TJJD shall assist in providing these services in the interest of efficiency.
  
- H. The TJJD Facility Administrator, whenever feasible, shall notify the Designee in writing at least thirty (30) days before any major changes in programs are made.
  
- I. The TJJD Facility shall provide in-service instruction to all District personnel providing classroom instruction at the TJJD Facility in the safe evacuation of students and staff in the event of fire or other catastrophes at the TJJD Facility.

## **VI. DUTIES OF THE DISTRICT**

- A. The District shall designate and provide the TJJD Facility with written notification of the name and contact information for the staff person who will act as the responsible District liaison with the TJJD Facility.

- B. The District shall provide instruction for enrolled students while maintaining the social patterns of school attendance and performance during the student's residence at the TJJD Facility.
- C. The District shall assure that the instructional program complies with District policies, Texas Education Agency Rules, federal and state statutes and regulations. In the event the District determines it cannot provide a student with instructional programming that meets the graduation plan of the student or instructional programming that complies with state and federal regulations at the TJJD facility, the student may receive instructional programming at an alternative District facility agreed upon by the parties as better suited to meet the student's educational needs. In such instances, transportation of such student to and from any other facility shall be the responsibility of TJJD, unless otherwise required by applicable law.
- D. The District shall choose and supply the curriculum for each course taught at the TJJD Facility. The District shall have no obligation to keep students on their former education schedules.
- E. The District shall provide all necessary state-adopted textbooks for use by TJJD Facility students. All instructional materials must be approved by the District's curriculum specialists, or their designees, before being purchased. TJJD shall be responsible for the cost of lost or destroyed state-adopted textbooks regardless of fault.
- F. The District will maintain individual achievement records for each student and furnish official withdrawal records to TJJD and, upon request, to future schools in which the former TJJD Facility students enroll, after withdrawal.
- G. The District shall issue grade reports of courses in progress and (when applicable) course credits and shall recommend appropriate academic/grade or instructional/grade placement for each student who is released from the TJJD Facility.

- H. The District shall assign general education, ESL, and special education teachers as needed to meet graduation requirements and educational needs of students residing at the TJJD Facility.
- I. The District shall be responsible for providing FAPE to each student with a disability who qualifies for services under IDEA, pursuant to an ARD/IEP developed by each student's ARD committee. Such services include specially designed instruction and related and supplemental services determined necessary for eligible students with disabilities, pursuant to IDEA and state law.
- J. If a child with a disability has an active ARD/IEP that was in effect in the previous school district, the District shall provide services comparable to those described in the student's ARD/IEP from the previous school district, until the District has developed or adopted an ARD/IEP for the student or conducted additional assessments.
- K. Pursuant to 34 CFR 300.321(a)(6), the District shall include the facility administrator or designee on the ARD/IEP Team as an individual who has knowledge or special expertise regarding the child. The District will ensure that the Facility liaison is notified and provided all documents necessary for the full participation in all ARD/IEP Team meetings for TJJD Facility students eligible for special education services.
- L. The District shall conduct full and individual initial evaluations of students suspected of having a disability, as required by federal and state law concerning the education of students with disabilities. The District shall conduct re-evaluations of students eligible for special education services as required by federal and state law concerning the education of students with disabilities.
- M. The District shall provide an appropriate educational placement for each student eligible for special education, considering all available information regarding the educational needs of the student, including non-educational needs that may restrict the ability of the District to serve the student on a District campus or at the TJJD Facility.

- N. The District will be responsible for assignment and training of surrogate parents for all TJJD Facility students for whom a surrogate parent must be appointed under federal and state law concerning the education of students with disabilities. Training of surrogate parents will follow guidelines established by the TEA.
- O. The District will issue report cards and ARD/IEP progress reports to the TJJD Facility Liaison, students, and their parents or surrogate parent at the same intervals as all other students in the District.
- P. The District will provide material and training necessary for the TJJD personnel to complete the enrollment, referral and/or transfer information as required.
- Q. The District will provide eligible students the opportunity and resources to prepare and take all state-mandated assessments and prepare for the general educational development examination (GED).
- R. The Texas Juvenile Justice Department has a zero-tolerance policy for any form of sexual abuse, sexual Harassment, or sexual activity involving youth in the agency's care, under 37 Texas Administrative Code 380.9337. All District employees, volunteers, and contractors providing student services at the TJJD facility agree to be trained on their responsibilities under this policy and other appropriate TJJD rules and regulations.
- S. All District employees, volunteers, and contractors providing student services at the TJJD facility agree to be trained on the Prison Rape Elimination Act (PREA), 42 U.S.C. §15601, et. Seq., incorporated herein for all purposes. The District shall acknowledge its receipt of the "PREA and Preventing Sexual Misconduct Overview" attached hereto as Exhibit A by completing the acknowledgement form on the last page of Exhibit A and submitting it to Contract Specialist via email [suzi.rowan@tjjd.texas.gov](mailto:suzi.rowan@tjjd.texas.gov) or fax 512-490-7252.

## VII. PERSONNEL

- A. All instructional personnel shall be recruited and employed by the District following the District's personnel policies. Personnel assignments shall be made by the District Superintendent, who also may reassign personnel for any lawful reason as determined by the Superintendent. Recommendations regarding such assignment and reassignment may be made by the District Designee for the Superintendent's consideration.
  
- B. The District will provide TJJJ with the name of all District employees assigned to the TJJJ Facility prior to assignment to the facility. TJJJ will obtain fingerprints for all District employees to enable the agency to complete a criminal history and background check on all District employees assigned to the TJJJ Facility as required by Human Resources Code §42.056. The TJJJ Facility may seek a waiver of the criminal history and background check requirement from the TJJJ Executive Director, if information is provided that the District has completed a criminal history and background check that complies with requirements of Human Resources Code §42.056. TJJJ will pay the costs associated with any fingerprinting, criminal history, and background check completed by the agency. The District will not assign to the TJJJ Facility individuals who are not acceptable to the District and TJJJ, based upon a review of such national criminal history record information or any subsequent findings made that the individual has confirmed allegations of abuse, neglect, or exploitation.
  
- C. All instructional personnel, employed by the District and assigned to the educational program at the TJJJ Facility shall be under the supervision of the District designee. The District Designee is responsible for supervision of personnel and programs. All District assignments shall adhere to the teaching schedules and other assignments established by the District Designee.
  
- D. All instructional personnel, employed by the District and assigned at the TJJJ Facility shall hold the appropriate certifications, qualifications or permits required by the TEA. Official copies of certifications shall be filed at the District Administration building.

- E. All instructional personnel employed by the District and assigned at the TJJD Facility, shall be evaluated by District with the state of Texas approved instrument designated by their assignment. At any time, the TJJD site administrator may communicate with the District Designee regarding the performance of District personnel assigned to TJJD, however, no member of the TJJD Administration shall have any control or discretion over personnel issues regarding District employees assigned to the TJJD Facility.
- F. All instructional personnel employed by the District and assigned at the TJJD Facility shall attend the staff development planned by the District. Teacher assistants employed by the District and assigned at the TJJD Facility will attend staff development appropriate to their duties.
- G. The schedule of teaching days, in service training, teacher workdays, holidays, and bad weather days of the District instructional personnel assigned at the TJJD Facility shall correspond to the official calendar of the District.
- H. The TJJD Facility Administrator, or his designee, will promptly report to the District any allegation of abuse, neglect, or exploitation or other complaint reported by Facility students or staff against District personnel. Investigation of such allegations or complaints will be conducted as required by state law and agency policy. The Facility Administrator or his designee will inform the District of the determination of any investigation, and convey its recommendations for action to the District. TJJD will permit the District to complete its own investigation, in accordance with District policies and shall take all actions necessary to support such independent investigation. Any disciplinary action taken against a District employee in response to such investigation and recommendation shall be in the sole discretion of the District.

#### **VIII. MAINTENANCE AND CONFIDENTIALITY OF STUDENT RECORDS**

- A. The District and TJJD administrators and professional employees shall share student information and records to the extent that it applies to the performance of the terms of this Agreement. All District and TJJD staff will comply with all state



and federal laws regarding the confidentiality of student and TJJD youth information.

- B. Student eligibility folders containing documents for audit under Texas Education Agency rules shall be maintained by the District. Such folders shall be made available for examination subject to state and federal law concerning the confidentiality of student educational records.
- C. TJJD shall provide a secure space accessible only by the District personnel for the storage of confidential educational records.

#### **IX. GENERAL TERMS**

- A. The District shall be the sole recipient of any and all funding entitlements and allotments pursuant to Chapter 42 of the Texas Education Code. Further, the District shall be the sole recipient of any and all funding entitlements and allotments pursuant to federal and state law concerning the education of students with disabilities.
- B. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the parties hereto.
- C. In the performance of this Agreement, it is mutually understood and agreed that the District and its employees are at all times acting and performing as independent service providers with, and not as employees, joint ventures, or agents of TJJD. TJJD shall neither have nor exercise any control or direction over the specific methods or judgment by which the District shall perform their educational services hereunder. This agreement does not create an employment relationship between District employees and TJJD. TJJD shall not be liable in any way for any compensation, wages or expenses of District personnel in connection with providing services to the student's residing at TJJD. District personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that TJJD provides for its employees, including workers'

compensation insurance, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of the District.

- D. Any participation in a TJJD program by a District employee after the end of or outside of the District's scheduled school hours, whether on a paid or volunteer basis, shall be considered outside the scope of the employee's District employment. TJJD will provide supervision for its staff and volunteers, during all times they are performing duties associated with the TJJD programs, regardless of the time of day or the location where the duties are performed, and the District shall in no event be responsible for the actions of persons not deemed in its employ at the time of such actions.
- E. In the performance of this Agreement, it is mutually understood and agreed that TJJD and its employees are at all times acting and performing as independent service providers with, and not as employees, joint ventures, or agents of the District. The District shall neither have nor exercise any control or direction over the specific methods or judgment by which TJJD provides services to students at TJJD. This agreement does not create an employment relationship between TJJD employees and the District. The District shall not be liable in any way for any compensation, wages or expenses of TJJD personnel in connection with providing services to the student's residing at TJJD. TJJD personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees, including workers' compensation insurance, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of the TJJD.
- F. Nothing in this Agreement shall be deemed to relinquish, waive, modify or amend any immunity or legal defense available at law or in equity to TJJD, the District, or their respective trustees, officers, employees and agents. Neither the District nor TJJD waives, modifies, or alters to any extent whatsoever the availability of

the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.

- G. Nothing in this Agreement shall be deemed to extend or increase the jurisdiction or authority of either TJJD or the District except as necessary to give effect to this Agreement. All the governmental functions and services of TJJD shall be and remain the sole responsibility of TJJD. All governmental services and functions of the District shall be and remain the sole responsibility of the District.
- H. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.
- I. No waiver by either party or any default of the other this Agreement shall operate as a waiver of any future or other default whether of a like or different character of nature.
- J. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.
- K. Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission,

or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The addresses of the parties are as stated in the introductory paragraph of this memorandum of understanding and to the contacts listed in paragraph 1B.

#### **X. RESOLUTION OF DISPUTES**

- A. Resolution of disputes concerning implementation of this MOU must first be attempted at the staff level by the designated liaisons for the District and the TJJD Facility. If resolution is not reached after a reasonable period of time (not to exceed 45 calendar days unless the District and TJJD agree otherwise), the dispute will be referred to the respective executive officers, or their designees for further negotiation.
- B. In any legal action arising under this Agreement, the laws of the State of Texas shall apply and venue will be Tarrant County, Texas.

#### **XI. REVIEW OF MEMORANDUM**

The memorandum of understanding shall be reviewed annually on or before renewal date. Proposed modifications must be submitted in writing to the District Superintendent and to the Texas Juvenile Justice Department Education Department, Manager of Reentry Programs and Support.

By signing below, you certify that you have been authorized by the governing body of your respective entity, at a duly called and conducted meeting held in accordance with chapter 551 of the Texas Government Code, to execute the above Memorandum of Understanding.

Agreed as indicated by the signatures below:

\_\_\_\_\_  
David Reilly,  
Interim Executive Director  
Texas Juvenile Justice Department  
Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Kent P. Scribner,  
Superintendent  
Fort Worth Independent School District  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
TJJD Staff Attorney

\_\_\_\_\_  
Fort Worth ISD attorney

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE FIRST READING - REVISIONS TO BOARD POLICY EIC (LOCAL) "ACADEMIC ACHIEVEMENT: CLASS RANKING"**

**BACKGROUND:**

As a result of multiple study sessions over the course of the school year with parents, students, teachers, principals, and campus and central office personnel, administration recommends the following changes to EIC (LOCAL).

- Currently, all courses that a student takes in high school, with the exception of local credit courses or courses taken in a distance-learning environment, are included in the calculation of grade point average (GPA).

GPA points are assigned to courses based on Tiers. Tier I courses include Advanced Placement (AP), Dual Credit, and International Baccalaureate (IB) courses. Tier II courses include Pre-AP, Pre-IB, and Honors courses, and Tier III courses include on-level courses.

Parents, students, and teachers have expressed concerns that student enrollment in areas of special talents and interests drop because students forfeit taking those special interest courses in favor of higher tiered courses.

The District wants to encourage students to continue to pursue their areas of special talents and interests. Therefore, administration proposes that beginning with the graduating class of 2021, junior and senior students be allowed to take up to two semesters of courses each year on a GPA-exempt basis.

GPA-exempt courses will be available in all content areas and will include such courses as junior and senior level band, orchestra, mariachi, choir; junior and senior level CTE courses; junior and senior level JROTC, athletics, and health courses; junior and senior level world languages, debate, journalism, and broadcasting courses; junior and senior level special topics in social studies, among others.

A student will select, prior to enrolling in the course, whether he wants to include the grade he receives in the calculation of GPA. If a student elects to take a course on a GPA-exempt basis, the student will still receive a grade in the course, the grade will be reported on the student's report card and transcript, but the grade will not be used in the calculation of GPA.

Districts across the state report that allowing junior and senior students to select courses to take on a GPA-exempt basis has increased enrollment in those special interest courses.

Furthermore, 100 % of parents, 85% of students, 83% of principals, and 78% of teachers who participated in the study sessions recommend that this option be available to students.

- The valedictorian and salutatorian from each high school are the students at the high school with the highest and next-highest class rank who have also been enrolled at the school for at least two years.

Also, the State of Texas awards a highest-ranking graduate certificate to the student from each high school who has the highest rank. That student receives free tuition for one year to any Texas public college or university.

There have been instances when a student is the valedictorian but is not the highest-ranking graduate. This can occur when a student transfers to a campus during the student's junior or senior year with a higher GPA than any other student at that school.

Therefore, beginning with the graduating class of 2021, administration proposes that the student with the honor of valedictorian also receive the highest-ranking graduate certificate from the state of Texas.

## **STRATEGIC GOAL:**

### **1-Increase Student Achievement**

#### **ALTERNATIVES:**

1. Approve First Reading - Revisions to Board Policy EIC (LOCAL) "Academic Achievement: Class Ranking"
2. Decline to Approve First Reading - Revisions to Board Policy EIC (LOCAL) "Academic Achievement: Class Ranking"
3. Remand to staff for further study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve First Reading - Revisions to Board Policy EIC (LOCAL) "Academic Achievement: Class Ranking"

#### **FUNDING SOURCE**

#### ***Additional Details***

No Cost

**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 high school campuses

**RATIONALE:**

Changes to the proposed policy will encourage eligible students to continue taking courses in their areas of talent and interest.

Also, by changing the criteria for the awarding of the Highest Ranking Graduate Certificate to the student who is also the Valedictorian, may prevent students from potentially 'shopping' high schools and transferring to a school where the student would be the highest ranked, thus displacing the current highest-ranked student from the certificate and scholarship.

**INFORMATION SOURCE:**

Charles Carroll  
Sara Arispe  
Maria Phillips



	<p>The District shall apply the same rules for class rank calculation and local graduation honors to all students in a graduating class, regardless of the school year in which a student entered grade 9.</p>
CALCULATION	<p>The District shall include in the calculation of class rank grades earned in all high school credit courses taken in grades 9–12.</p>
EXCLUSIONS	<p>The calculation of class rank shall exclude grades earned in or by a local credit course; a course for which a pass/fail grade is assigned; credit by examination, with or without prior instruction, and grades earned prior to grade 9.</p> <p>In addition, the calculation of class rank shall exclude grades earned through:</p> <ul style="list-style-type: none"><li>• Distance learning and traditional correspondence courses, and</li><li>• Dual credit courses taken through a college with which the District does not have a partnership agreement.</li></ul>
<u>EXCLUSIONS BEGINNING GRADUATING CLASS OF 2021</u>	<p><u>Beginning with students in the graduating class of 2021, the District shall allow each student to designate for exclusion from the class rank calculation up to two semester grades earned in grade 11 and 12 in any eligible course or courses at the time of enrollment in those courses. The District shall publish annually in appropriate District publications a list of courses eligible for exclusion, along with procedural rules and deadlines.</u></p>
WEIGHTED GRADE SYSTEM	<p>The District shall categorize and weight courses as Tier I, Tier II, and Tier III in accordance with provisions of this policy.</p>
CATEGORIES	
TIER I	<p>Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier I courses. The courses shall include Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual credit courses, any courses for which a Tier I course is a prerequisite, and other District-designated courses.</p>
TIER II	<p>Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier II courses. The courses shall include high school Pre-AP courses, Pre-IB courses, and other courses locally designated as honors courses.</p>
TIER III	<p>All other eligible courses shall be designated as Tier III courses.</p>
WEIGHTED GRADE POINT AVERAGE (GPA)	<p>The District shall convert semester grade points and shall calculate a weighted GPA in accordance with the following chart:</p>

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

Grade	TIER I	TIER II	TIER III
97 and above	5.0	4.5	4.0
94–96	4.8	4.3	3.8
91–93	4.6	4.1	3.6
87–90	4.4	3.9	3.4
84–86	4.2	3.7	3.2
81–83	4.0	3.5	3.0
77–80	3.8	3.3	2.8
74–76	3.6	3.1	2.6
71–73	3.4	2.9	2.4
70	3.0	2.5	2.0
69 or below	0	0	0

TRANSFERRED  
GRADES

When a student transfers grades for properly documented courses from an accredited U.S. or foreign public or private institution, the District shall assign weight to those grades based on the categories and grade weight system used by the District if similar or equivalent courses are offered to the same class of students in the District.

Conversion of letter grades to numerical grades for students transferring into the District with letter grades may be found in the District's Guide to Grade Reporting. Grades earned in nonaccredited schools shall be handled in accordance with FD(LOCAL).

LOCAL GRADUATION  
HONORS

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank at the end of the fifth six-week grading period of the senior year upon receipt of grades for dual credit courses, except for schools on an accelerated block schedule. The average of the fourth and fifth six-week grades shall be used as the semester grade for this purpose.

For schools on an accelerated block schedule, the District shall calculate class rank at the end of the third nine-week grading period of the senior year. The grade for the third nine-week grading period shall be used as the semester grade for this purpose.

For the purpose of applications to institutions of higher education, the District shall also calculate class ranking as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

ranking for the purpose of automatic admission under state law.  
[See EIC(LEGAL)]

VALEDICTORIAN  
AND SALUTATORIAN

The valedictorian and salutatorian shall be the eligible students with the highest and second highest ranking, respectively. To be eligible for such recognition, a student must:

1. Have completed the Recommended Program, the Advanced/Distinguished Achievement Program, or the foundation program with the distinguished level of achievement; and
2. Have completed 19 credits before the first day of the school year in which graduation requirements are completed and must have been continuously enrolled in the same high school in the District for the entire school year in which graduation requirements are completed.

A student who has attended a special interest high school program or a program of choice for more than two years shall only be eligible for the honor of valedictorian or salutatorian at that school.

Beginning with students who graduate in 2016, a student must also have been continuously enrolled in the same high school for the two school years preceding graduation in order to be eligible for the honor of valedictorian or salutatorian at that school.

BREAKING TIES

In case of a tie in either the weighted GPAs or the weighted numerical grade averages after calculation to the thousandths place, the District shall recognize all students involved in the tie as sharing the honor and title.

LATIN HONORS

Local class rank Latin honors at each District high school shall be awarded to students completing the Recommended Program, the Advanced/Distinguished Achievement Program, or the foundation program with the distinguished level of achievement, as follows:

- Summa Cum Laude The top highest two percent of the graduating class
- Magna Cum Laude The next highest three percent of the graduating class
- Cum Laude The next highest five percent of the graduating class

HIGHEST-RANKING  
GRADUATE

In the The graduating classes of 2018, 2019, and 2020 local eligibility criteria for recognition as the valedictorian shall not affect recognition of the highest-ranking graduate for purposes of receiving the scholarship certificate from the State of Texas. [See Section 54.201 of the Texas Education Code]

Beginning with the graduating class of 2021, the student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE SECOND READING - REVISIONS TO BOARD POLICY CB (LOCAL), CDC (LOCAL), CL (LOCAL), FB (LOCAL), AND FDC (LOCAL)**

**BACKGROUND:**

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major policy updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the district’s local policies are concerned. The Board of Trustees always has the final say regarding which policies go in the manual.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve second reading - revisions to Board Policy CB (LOCAL), CDC (LOCAL), CL (LOCAL), FB (LOCAL), and FDC (LOCAL).
2. Decline to Approve second reading - revisions to Board Policy CB (LOCAL), CDC (LOCAL), CL (LOCAL), FB (LOCAL), and FDC (LOCAL).
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Approve second reading - revisions to Board Policy CB (LOCAL), CDC (LOCAL), CL (LOCAL), FB (LOCAL), and FDC (LOCAL).

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All schools and departments.

**RATIONALE:**

The approval of these policies will update the language as recommended by TASB.

**INFORMATION SOURCE:**

Board Policy Committee  
Sammy Monge  
Mia Hall

# Board Policy Update #103

## ➤ CB(LOCAL): STATE AND FEDERAL REVENUE SOURCES

### **RATIONALE:**

This local policy on state and federal revenue sources is recommended for inclusion in the district's policy manual as a result of revised federal regulations governing all federal grants and awards, known as the new Education Department General Administrative Regulations (EDGAR).

The policy clarifies the superintendent's authority regarding state and federal grants and awards and connects the district's policy manual to relevant administrative procedures required by EDGAR.

Text included for consideration at GRANTS AND AWARDS authorizes the superintendent to act in three key areas regarding state and federal grants and awards:

- Application for state and federal grants and awards deemed appropriate for district operations;
- Approval of funds for matching, cost sharing, or jointly funded projects up to amounts specifically allowed in the board-approved budget; and
- Approval of grant and award amendments.

To ensure implementation of the affirmative policy statement that the district shall comply with state and federal grant and award requirements, the recommended text directs the superintendent to develop and enforce financial management systems and procedures on internal control, procurement, and other topics as needed to provide reasonable assurance of compliance. A link to the FWISD Grants Manual has also been added.

At FEDERAL AWARDS—CONFLICT OF INTEREST, EDGAR requires a district receiving a federal grant or award to have written standards of conduct covering conflicts of interest of its employees engaged in the selection, award, or administration of a contract and, as included in this local policy, prohibits an employee, board member, or agent from participating in the selection, award, or administration of a contract supported by a federal award if the individual has a conflict of interest, as described by law. The district may establish standards for when a financial interest is not considered substantial.

**(continued)**

The provisions in this local policy address these obligations by requiring individuals described above who have a conflict as defined by federal law to disclose to the district in writing any conflict that meets the disclosure thresholds in Chapter 176 of the Local Government Code. As reflected at CBB(LEGAL), a conflict of interest arises under the federal law when an employee, officer, or agent; any member of his or her immediate family; his or her partner; or an organization that employs or is about to employ any of these parties has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The recommended policy language aligns these disclosures under federal law with the disclosure threshold amounts established in Chapter 176 for existing state law disclosures. Likewise, "immediate family" is defined in the policy to have the same meaning as "family member" used in Chapter 176. "Partner" is defined in the policy to have the same meaning as in the Texas Business Organizations Code.

The policy provisions also require employees, board members, and agents of the district to comply with any other conflict of interest requirements that may be imposed by the granting agency or pass-through entity.

At GIFTS AND GRATUITIES, recommended policy language aligns the federal prohibitions with the disclosure threshold amounts established in Chapter 176 for existing state law disclosures.



STATE AND FEDERAL REVENUE SOURCES

CB  
(LOCAL)

GRANTS AND AWARDS    The Superintendent shall be authorized to:

1.    Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
2.    Approve commitment of District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the District budget approved by the Board; and
3.    Approve grant and award amendments as necessary.

The District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The Superintendent shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the District is complying with requirements for state and federal grants and awards. See the FWISD Grants Manual.

[See CAA, CBB]

FEDERAL AWARDS  
CONFLICT OF  
INTEREST

Each employee, Board member, or agent of the District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest as defined at Code of Federal Regulations, title 2, section 200.318, shall disclose to the District, in writing, any conflict that meets the disclosure threshold in Chapter 176 of the Local Government Code. [See CBB]

In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA]

For purposes of this policy, "partner" shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

STATE AND FEDERAL REVENUE SOURCES

CB  
(LOCAL)

GIFTS AND  
GRATUITIES

Employees, Board members, and agents of the District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontractor for a federal grant or award and shall not accept:

1. Any single item with a value at or above ~~«S»~~\$50; or
2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding ~~«S»~~\$100 in a 12-month period.

[See BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

DRAFT

STATE AND FEDERAL REVENUE SOURCES

CB  
(LOCAL)

GRANTS AND AWARDS    The Superintendent shall be authorized to:

1.    Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
2.    Approve commitment of District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the District budget approved by the Board; and
3.    Approve grant and award amendments as necessary.

The District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The Superintendent shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the District is complying with requirements for state and federal grants and awards. See the FWISD Grants Manual.

[See CAA, CBB]

FEDERAL AWARDS  
CONFLICT OF  
INTEREST

Each employee, Board member, or agent of the District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest as defined at Code of Federal Regulations, title 2, section 200.318, shall disclose to the District, in writing, any conflict that meets the disclosure threshold in Chapter 176 of the Local Government Code. [See CBB]

In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA]

For purposes of this policy, "partner" shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

STATE AND FEDERAL REVENUE SOURCES

CB  
(LOCAL)

GIFTS AND  
GRATUITIES

Employees, Board members, and agents of the District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontractor for a federal grant or award and shall not accept:

1. Any single item with a value at or above «S»; or
2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding «S» in a 12-month period.

[See BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

DRAFT

## Board Policy Update #107

➤ CDC(LOCAL): OTHER REVENUES – GIFTS & SOLICITATIONS

**RATIONALE:**

Significant revisions are recommended to this local policy, which has been renamed Gifts and Solicitations. The policy is divided into two main sections, with one section on unsolicited gifts and the other on donations solicited by the district or its employees.

As in the district's current policy, the board delegates to a department head, principal, or sponsor, as applicable, the authority to accept UNSOLICITED GIFTS up to \$10,000 that are offered to his or her department, campus, or student group. However, consideration and approval from the superintendent or designee is required for any gift that is valued above that amount or is conditional on the district's use of the gift for a specified purpose, or that consists of real property.

In accepting or recommending acceptance of a gift, the superintendent must consider the factors at CRITERIA FOR ACCEPTANCE, which have been expanded. Additional text clarifies that all accepted gifts become the sole property of the district.

OTHER REVENUES  
GIFTS AND SOLICITATIONS GRANTS FROM PRIVATE SOURCES

CDC  
(LOCAL)

Note: For purposes of this policy, the terms "gift" and "donation" have the same meaning.

UNSOLICITED GIFTS  
AUTHORITY TO ACCEPT

When a gift or donation with a cost or market value of less than \$10,000 is offered to a department, campus activity fund, or student activity fund, the Board delegates to the department head, principal, or sponsor, as applicable, the authority to accept unsolicited gifts on behalf of the District. However, any gift with a cost or market value of \$10,000 or more, any gift that the potential donor has expressly made conditional upon the District's use for a specified purpose, or any gift of real property, shall require approval from the Superintendent or designee.

Once accepted, a gift becomes the sole property of the District.

GRANTS AND CONTRIBUTIONS

The Superintendent or designee shall be authorized to solicit or apply for grants and contributions (monetary and nonmonetary) from individuals, businesses, foundations, and government sources, in order to enhance the District's educational programs and help achieve the stated goals and objectives of the District.

GRANT APPLICATION AND ADMINISTRATION

The grants and development department shall be responsible for the management of all grant applications and administering all grant awards.

Before submitting any grant application, the department seeking the grant shall confer with the grants and development department, as well as the appropriate chief or deputy superintendent, to ensure that the grant is consistent with the District's strategic plan, goals, and objectives.

CRITERIA FOR ACCEPTANCE

The District shall not accept any gift that would violate or conflict with policies of or actions by the Board or with federal or state law.

Before the Superintendent accepts a gift or recommends acceptance of a gift to the Board, as applicable, the Superintendent shall consider or designee shall examine and evaluate each offer of a grant or contribution to determine whether the gift grant or contribution:

1. Has a purpose consistent with the District's educational philosophy, goals, and objectives District purposes;
2. Places any restrictions on a campus or District program;
3. Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;
4. Would result in ancillary or ongoing costs for the District;

OTHER REVENUES  
GIFTS AND SOLICITATIONSGRANTS FROM PRIVATE SOURCES

CDC  
(LOCAL)

- 5. Requires employment of additional personnel;
- 2-6. Requires or implies Does not require the endorsement of a specific business or product [see GKB for advertising opportunities]; or service; and
- 7. Would result in inequitable funding, equipment, or resources among District schools or programs;
- 8. Obligates the District or a campus to engage in specific Does not conflict with policies or actions; or
- 3-9. Affects the physical structure of a building or would require extensive maintenance on the part of the Districtthe Board or public law.

SOLICITATIONS

An employee who solicits gifts on behalf of the DistrictValue equal to or for use in the fulfillment of hisless than \$10,000

When a monetary donation of \$10,000 or her professional responsibilitiesless, or a nonmonetary gift with a value of \$10,000 or less, is offered to a department, campus activity fund, or student activity fund, the department head, principal, or sponsor, as applicable, shall comply with relevant statehave the authority to accept the donation if it meets these criteria and federalto maintain the funds at the department or campus level, in accordance with applicable law, policy, and any District administrative regulationsprocedures. Each campus shall forward an activity fund report to the grants and development department monthly to provide information on the amounts and sources of donations and gifts received with a value of \$10,000 or less.

All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited using District or campus resources, become the sole property of the District

WEB-BASED SOLICITATIONS

An employee may solicit web-based donations of money or items for use by the employee in fulfilling his or her professional responsibilities or for the District's use, including "crowdfunding." However, an employee shall obtain prior approval from the employee's supervisor before using the name or image of the District, a campus, or any student. value greater than \$10,000

When a monetary or nonmonetary donation or gift with a value of more than \$10,000 is offered to a department, campus activity fund, or student activity fund, the department head, principal, or sponsor shall contact the grants and development department, in accordance with administrative procedures. [See CFD] The

OTHER REVENUES  
GIFTS AND SOLICITATIONS GRANTS FROM PRIVATE SOURCES

CDC  
(LOCAL)

budget department shall establish an account for such funds, with a unique project code for tracking and reporting purposes.

The Superintendent or designee shall have the authority to accept a grant or contribution that meets the criteria in this policy if the value is more than \$10,000.

DRAFT



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**Note:** For purposes of this policy, the terms “gift” and “donation” have the same meaning.

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UNSOLICITED GIFTS  
AUTHORITY TO  
ACCEPT

When a gift or donation with a cost or market value of less than \$10,000 is offered to a department, campus activity fund, or student activity fund, the Board delegates to the department head, principal, or sponsor, as applicable, the authority to accept unsolicited gifts on behalf of the District. However, any gift with a cost or market value of \$10,000 or more, any gift that the potential donor has expressly made conditional upon the District’s use for a specified purpose, or any gift of real property, shall require approval from the Superintendent or designee.

Once accepted, a gift becomes the sole property of the District.

The District shall not accept any gift that would violate or conflict with policies of or actions by the Board or with federal or state law.

Before the Superintendent accepts a gift or recommends acceptance of a gift to the Board, as applicable, the Superintendent shall consider whether the gift:

1. Has a purpose consistent with the District’s educational philosophy, goals, and objectives;
2. Places any restrictions on a campus or District program;
3. Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;
4. Would result in ancillary or ongoing costs for the District;
5. Requires employment of additional personnel;
6. Requires or implies the endorsement of a specific business or product [see GKB for advertising opportunities];
7. Would result in inequitable funding, equipment, or resources among District schools or programs;
8. Obligates the District or a campus to engage in specific actions; or
9. Affects the physical structure of a building or would require extensive maintenance on the part of the District.

SOLICITATIONS

An employee who solicits gifts on behalf of the District or for use in the fulfillment of his or her professional responsibilities shall comply with relevant state and federal law and any District administrative regulations.

OTHER REVENUES  
GIFTS AND SOLICITATIONS

CDC  
(LOCAL)

All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited using District or campus resources, become the sole property of the District

WEB-BASED  
SOLICITATIONS

An employee may solicit web-based donations of money or items for use by the employee in fulfilling his or her professional responsibilities or for the District's use, including "crowdfunding." However, an employee shall obtain prior approval from the employee's supervisor before using the name or image of the District, a campus, or any student.

DRAFT

# Board Policy Review

- CL(LOCAL): BUILDINGS, GROUNDS & EQUIPMENT MANAGEMENT

## **SPECIAL NOTES:**

The District Operations Department is working to implement a district-wide "Energy Conservation Program." A statement has been added at "Energy Conservation" directing policy users to CL(REGULATION).

ENERGY  
CONSERVATION

LEASE OF PORTABLE  
BUILDINGS

The Superintendent or designee will establish and implement a districtwide Energy Conservation Program [see CL(REGULATION)].

When a portable building is no longer needed for school use, it may be leased using the following guidelines:

1. Any vacant portable building in suitable condition for occupancy may be offered for lease according to approved constraints and conditions stated in this policy.
2. A portable building may be leased only to approved nonprofit groups.
3. Approved nonprofit groups must be engaged in a program whose specific purpose is drop-out recovery.
4. No portable building may be leased to a tenant whose use is competitive with public education or whose policies are contrary to the District.
5. A portable building may be leased for a period of up to three years, with annual negotiations of the rental price.
6. Contracts shall contain a cancellation clause that allows either party to cancel the agreement with 90 days' written notice.
7. No physical changes can be made to the building without the written approval of the District. The full cost of any approved changes must be paid by the leasing organization.
8. The leasing organization is responsible for the daily maintenance of the portable building and utilities.
9. The leasing organization must pay for the moving of the building and any or all set-up fees.
10. Upon proper notification at the end of the contract, the District will pay the cost of retrieval of the building.
11. Adequate liability insurance shall be the responsibility of the leasing organization and all policies must show the District as an additional insured. Proof of coverage shall be required before the lease is effective.
12. Any tenant must be willing to sign an equal opportunity statement.

OIL AND GAS  
OPERATIONS ON  
SCHOOL PROPERTY

Oil and gas operations and above-ground pipelines shall not be allowed on school property. The District shall not lease the surface of school property for drill sites, pipeline, or vehicular right-of-way or other surface activities associated with these operations unless specifically approved by the Board.

Underground pipeline right-of-way may be considered depending on its location relative to school facilities, size of pipeline, volumes of transmission, and safety to students.

If the Board determines that there is an acceptable location for a drill site on school property, the operator and the District shall enter into a surface use agreement that will cover the conduct of operations including, but not limited to, the following:

1. Restricting the area for operations, vehicular access, and pipeline right-of-way. Pad sites shall be no larger than four acres, reduced to no more than three acres after completion of operations. Access to pad sites and the location of pipelines shall be limited to an area approved by the District, and ingress and egress shall be limited to those areas. Pipelines shall be buried at least 48 inches below the surface.
2. Establishing that drilling, fracing, and completion operations shall be limited to days school is not in session.
3. Controlling noise levels, including no compressors. Drilling rigs shall be equipped with state-of-the-art noise abatement equipment including sound barriers, blankets, ceramic/porcelain brakes and hospital grade or better mufflers. When measured at a distance of 300 feet from the pad site, drilling operations shall not exceed 78 dB(a), fracing shall not exceed 85 dB(a) and after drilling is completed, engines, compressors or motor-driven machinery shall not exceed 65 dB(a).
4. Providing appropriate fencing. A temporary eight-foot chain link fence shall be installed around pad sites during operations and a permanent eight-foot masonry fence shall be constructed after rig operations are completed, the specifications to be approved by the District.
5. Establishing speed limits. Speed limits shall be limited to 15 miles per hour.
6. Maintaining appearance of drill site facilities, including cleanliness, storage of materials, and landscaping. Pad sites shall be kept in a clean and orderly appearance. A landscaping plan around the pad site shall be submitted for District approval. Surface facilities shall be constructed at the lowest reasonably practical sight line and shall be neutral colors.
7. Providing appropriate and adequate lighting. Lighting shall be pointed downward and away from school buildings and facilities.

8. Providing adequate security: Gates shall be kept closed at all times and under lock unless attended by a security guard. Bonded security shall be on site during drilling and completion operations and 24-hour video surveillance shall be maintained at all other times.
9. Maintaining minimum insurance requirements as required in the insurance addendum. The addendum shall be available in the business and finance office.
10. Establishing safety and emergency response plans as required by the City of Fort Worth drilling ordinances.
11. Monitoring of air quality. Air quality shall be monitored on a frequent basis by an independent service and results shall be made available to the District.
12. Establishing environmental controls; including monitoring of naturally occurring radioactive materials, radon, and methane concentrations.
13. Requiring performance bonding as required by the City of Fort Worth drilling ordinance.
14. Ensuring compliance with all District rules and regulations relating to vendors, including on-site personnel rules.
15. Providing full indemnification for any claim against the District.
16. Complying with City of Fort Worth drilling ordinances covering operations as a minimum standard whether the affected school property is inside or outside the City of Fort Worth jurisdiction.

OIL AND GAS  
OPERATIONS ON  
ADJACENT PROPERTY

Drill sites shall be located no closer than 1200 feet from the boundary line of the school property.

Depending on the distance from a school property line, the requirements for drill sites set forth in list items one through 16 above may be required. The enforcement of requirements in this section shall be specifically addressed in all leases.

All leases shall require the lessee to notify the District of any request filed with the applicable municipality for a waiver of the minimum distance requirements for drill sites, or a proposed location within 1200 feet from the boundary line of the school property. Such lessees shall agree to be bound by rules and regulations promulgated by the District as related to vendors.

ENERGY  
CONSERVATION

The Superintendent or designee will establish and implement a districtwide Energy Conservation Program [see CL(REGULATION)].

LEASE OF PORTABLE  
BUILDINGS

When a portable building is no longer needed for school use, it may be leased using the following guidelines:

1. Any vacant portable building in suitable condition for occupancy may be offered for lease according to approved constraints and conditions stated in this policy.
2. A portable building may be leased only to approved nonprofit groups.
3. Approved nonprofit groups must be engaged in a program whose specific purpose is drop-out recovery.
4. No portable building may be leased to a tenant whose use is competitive with public education or whose policies are contrary to the District.
5. A portable building may be leased for a period of up to three years, with annual negotiations of the rental price.
6. Contracts shall contain a cancellation clause that allows either party to cancel the agreement with 90 days' written notice.
7. No physical changes can be made to the building without the written approval of the District. The full cost of any approved changes must be paid by the leasing organization.
8. The leasing organization is responsible for the daily maintenance of the portable building and utilities.
9. The leasing organization must pay for the moving of the building and any or all set-up fees.
10. Upon proper notification at the end of the contract, the District will pay the cost of retrieval of the building.
11. Adequate liability insurance shall be the responsibility of the leasing organization and all policies must show the District as an additional insured. Proof of coverage shall be required before the lease is effective.
12. Any tenant must be willing to sign an equal opportunity statement.

OIL AND GAS  
OPERATIONS ON  
SCHOOL PROPERTY

Oil and gas operations and above-ground pipelines shall not be allowed on school property. The District shall not lease the surface of school property for drill sites, pipeline, or vehicular right-of-way or other surface activities associated with these operations unless specifically approved by the Board.

Underground pipeline right-of-way may be considered depending on its location relative to school facilities, size of pipeline, volumes of transmission, and safety to students.

If the Board determines that there is an acceptable location for a drill site on school property, the operator and the District shall enter into a surface use agreement that will cover the conduct of operations including, but not limited to, the following:

1. Restricting the area for operations, vehicular access, and pipeline right-of-way. Pad sites shall be no larger than four acres, reduced to no more than three acres after completion of operations. Access to pad sites and the location of pipelines shall be limited to an area approved by the District, and ingress and egress shall be limited to those areas. Pipelines shall be buried at least 48 inches below the surface.
2. Establishing that drilling, fracing, and completion operations shall be limited to days school is not in session.
3. Controlling noise levels, including no compressors. Drilling rigs shall be equipped with state-of-the-art noise abatement equipment including sound barriers, blankets, ceramic/porcelain brakes and hospital grade or better mufflers. When measured at a distance of 300 feet from the pad site, drilling operations shall not exceed 78 dB(a), fracing shall not exceed 85 dB(a) and after drilling is completed, engines, compressors or motor-driven machinery shall not exceed 65 dB(a).
4. Providing appropriate fencing. A temporary eight-foot chain link fence shall be installed around pad sites during operations and a permanent eight-foot masonry fence shall be constructed after rig operations are completed, the specifications to be approved by the District.
5. Establishing speed limits. Speed limits shall be limited to 15 miles per hour.
6. Maintaining appearance of drill site facilities, including cleanliness, storage of materials, and landscaping. Pad sites shall be kept in a clean and orderly appearance. A landscaping plan around the pad site shall be submitted for District approval. Surface facilities shall be constructed at the lowest reasonably practical sight line and shall be neutral colors.
7. Providing appropriate and adequate lighting. Lighting shall be pointed downward and away from school buildings and facilities.



8. Providing adequate security: Gates shall be kept closed at all times and under lock unless attended by a security guard. Bonded security shall be on site during drilling and completion operations and 24-hour video surveillance shall be maintained at all other times.
9. Maintaining minimum insurance requirements as required in the insurance addendum. The addendum shall be available in the business and finance office.
10. Establishing safety and emergency response plans as required by the City of Fort Worth drilling ordinances.
11. Monitoring of air quality. Air quality shall be monitored on a frequent basis by an independent service and results shall be made available to the District.
12. Establishing environmental controls; including monitoring of naturally occurring radioactive materials, radon, and methane concentrations.
13. Requiring performance bonding as required by the City of Fort Worth drilling ordinance.
14. Ensuring compliance with all District rules and regulations relating to vendors, including on-site personnel rules.
15. Providing full indemnification for any claim against the District.
16. Complying with City of Fort Worth drilling ordinances covering operations as a minimum standard whether the affected school property is inside or outside the City of Fort Worth jurisdiction.

OIL AND GAS  
OPERATIONS ON  
ADJACENT PROPERTY

Drill sites shall be located no closer than 1200 feet from the boundary line of the school property.

Depending on the distance from a school property line, the requirements for drill sites set forth in list items one through 16 above may be required. The enforcement of requirements in this section shall be specifically addressed in all leases.

All leases shall require the lessee to notify the District of any request filed with the applicable municipality for a waiver of the minimum distance requirements for drill sites, or a proposed location within 1200 feet from the boundary line of the school property. Such lessees shall agree to be bound by rules and regulations promulgated by the District as related to vendors.

## Board Policy Update #104

➤ FB(LOCAL): EQUAL EDUCATIONAL OPPORTUNITY

**RATIONALE:**

To eliminate the need for the board to readopt this policy every time the district's Title IX coordinator or ADA/Section 504 coordinator changes, we have moved the contact information for those positions to FB(EXHIBIT), which is not a board-adopted document. The Department of Education's Office for Civil Rights (OCR) emphasizes the duty of school districts to make these coordinators "visible" to the school community, but recognizes the cost and administrative burden associated with staffing changes. Moving the contact information to the exhibit will maintain the visibility of the coordinators while reducing the administrative burden. See U.S. Dep't of Educ., OCR, Dear Colleague Letter (PDF) (Apr. 24, 2015).

Along with this change, TASB Policy and Legal Services have revised the recommended text in this local policy to capture the district's obligation to provide equal educational opportunities to all students, including the protections under Section 504 and other laws. The changes are based on the Section 504 regulations as well as the requirements throughout federal and state law to provide equal educational opportunities to all students. Two new Notes in the policy clarify the distinction between the issues addressed in FB and in policy FFH, which governs the district's response to student discrimination and harassment.

New recommended provisions address the overarching concept of EQUAL EDUCATIONAL OPPORTUNITY for all students along with a district's obligation to consider ADDITIONAL SERVICES AND SUPPORTS as necessary. Because Texas law specifically overlaps the diagnosis and services provided to students with dyslexia and related disorders to Section 504, we have added a cross-reference to policy EHB for information related to dyslexia.

**(continued on next page)**

The existing policy provisions related to Section 504 have been revised significantly. The most substantive recommendations include:

- Revisions to the text associated with SECTION 504 COMMITTEES to acknowledge that the Section 504 coordinator for the district will not always be a member of each 504 committee. In addition, the text now refers to the "group of persons" required by regulation to serve on the committee, rather than referencing a specific number of persons.
- Placing more emphasis on the district's duty to evaluate when REFERRALS are made, along with revisions to the NOTICE AND CONSENT provisions to recognize guidance from the OCR and the procedural safeguards requirements of Section 504.
- Changing the text associated with EVALUATION AND PLACEMENT to mirror the requirements placed on the "recipient" of federal funding to ensure that the district's procedures for tests and other evaluation materials comply with the minimum requirements of law. Rather than specifically requiring an adaptive behavior evaluation in local policy, the recommended text refers to a variety of evaluations that each Section 504 committee will consider.
- A new provision addressing the REVIEW AND REEVALUATION PROCEDURE required in the Section 504 regulations. Because a district is required by the Section 504 regulations to periodically reevaluate a student's eligibility for services, and the Section 504 regulations allow a district to use the same timeline established in the Individuals with Disabilities Education Act (IDEA) to comply with the reevaluation requirement, the recommended text affirms that the district will abide by the IDEA timelines related to reevaluation (generally at least once every three years and not more than once a year). Also included is a provision addressing reviews of a student's services and supports.
- A new statement to accommodate a procedural safeguards requirement in the Section 504 regulations reflecting the parent's rights related to EXAMINING RECORDS of his or her child.
- Revisions to the existing text associated with a parent's RIGHT TO AN IMPARTIAL HEARING, to more accurately capture the requirements in the Section 504 regulations. Although a district may use the state-developed procedural safeguards document used for IDEA-eligible students to comply with the procedural safeguards required by the Section 504 regulations, the recommended text in the local policy addresses each component of the required Section 504-specific procedural safeguards topics.
- Revision of text regarding state-mandated assessments, as accommodations on state assessments are only one type of accommodation provided to students with disabilities. See EQUAL EDUCATIONAL OPPORTUNITY.
- Relocation and revision of text associated with RECORDS RETENTION to remove provisions associated with records of discrimination, harassment, and retaliation, since these concepts are addressed at policy FFH, and to focus on the retention requirements for records pertaining to Section 504.

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**Note:** The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

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TITLE IX  
COORDINATOR

The District has designated a Title IX coordinator for students designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]:

Name: — Rufino-Mendoza

Position: — Director, Employee-Relations

Address: — 100 North University Drive, Fort Worth, TX 76107

Telephone: — (817) 814-2790

ADA / SECTION 504  
COORDINATOR

The District has designated an Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator for students. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as amended. [See FB(EXHIBIT)]:

Name: — June Davis

Position: — Director of Special Programs

Address: — 100 North University Drive, Fort Worth, TX 76107

Telephone: — (817) 814-2878

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscriminationantidiscrimination laws.

COMPLAINTS

Allegations of unlawful discrimination, prohibited harassment, including sexual harassment, or retaliation shall be made according to FFH(LOCAL).

RECORDS  
RETENTION

EQUAL EDUCATIONAL  
OPPORTUNITY

The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC] Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

GENERAL  
EDUCATION

ADDITIONAL  
SERVICES AND  
SUPPORTS

If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

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**Note:** The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student's disability shall be made in accordance with FFH.

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~~Copies of reports alleging discrimination, prohibited harassment, including sexual harassment, and retaliation; investigation reports; and related records shall be maintained by the District for a period of at least three years. If the person alleged to have experienced discrimination, prohibited harassment, or retaliation was a minor, the records shall be maintained until the person reaches the age of 21.~~

SECTION 504  
COMMITTEE  
COMMITTEES

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each the Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity to those students who have disabilities, but who are not in need of special education in accordance with the Individuals with Disabilities Education Act (IDEA). [See EHBA]

EachThe Section 504 committee shall be composed of a group of at least two persons, including persons knowledgeable about the student, the meaning of the evaluation data, the placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

REFERRALS

If a teacher, school counselor, administratorA student may be referred by parents, teachers, counselors, administrators, or any other District employee for evaluation to determine if the student has reason to believe that a student may have a disability as defined by disabilities and is in need of special instruction or services.

PARENTAL  
CONSENT

~~The Section 504, the District coordinator shall evaluate the notify parents prior to any individual evaluation conducted to determine if their child has disabilities or to determine what educational or related services should be provided to the student. A student may also be referred for evaluation by the student's parent. Parental consent shall be obtained before the initial student evaluation procedures for the identification, diagnosis, and prescription of specific education services.~~

NOTICE AND  
CONSENT TO  
PARENTS

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

~~Parents shall be given written notice of the District's refusal to evaluate a student or to provide specific aids and services the parents have requested.~~

PREPLACEMENT  
EVALUATION AND  
PLACEMENT

The results of anthe evaluation shall be considered before any action is taken to place a student with a disabilitydisabilities or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpretingThe evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

REVIEW AND  
REEVALUATION  
PROCEDURE

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines inshall include consideration of adaptive behavior. Adaptive behavior is the effectiveness with which the individual meets the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

EXAMINING  
RECORDS

A parent shall make any request to review standards of personal independence and social responsibility expected of his or her child's education records to the campus principal or other identified custodian of records. [See FL]age and cultural group.

RIGHT TO  
IMPARTIAL  
HEARING

A parentParents shall be given written notice of thetheir due process right to an impartial hearing if the parent hasthey have a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disabilitydisabilities. The impartial hearing shall be conducted by a person who is knowledgeable about the issues involved in Section 504 issues and who is not employed by the District or related to a

STATE-MANDATED  
ASSESSMENTS

RECORDS  
RETENTION

member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

~~Modifications in taking the state-mandated assessments may be made for a Section 504 student when the modifications have been determined not to destroy the validity of the test, are necessary for the student to take the test, are consistent with modifications provided the student in the classroom, and are approved by TEA. [See EKB]~~

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records retention schedules. [See CPC]

DRAFT

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**Note:** The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

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TITLE IX  
COORDINATOR

The District has designated a Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

The District has designated an ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as amended. [See FB(EXHIBIT)]

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

GENERAL  
EDUCATION

The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC] Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

ADDITIONAL  
SERVICES AND  
SUPPORTS

If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

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**Note:** The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student's disability shall be made in accordance with FFH.

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COMMITTEES

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for



identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

REFERRALS

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

NOTICE AND  
CONSENT

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

REVIEW AND  
REEVALUATION  
PROCEDURE

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

EXAMINING  
RECORDS

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

RIGHT TO  
IMPARTIAL  
HEARING

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibit-

ed under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

RECORDS  
RETENTION

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records retention schedules. [See CPC]

DRAFT

# Board Policy Update #105

## ➤ FDC(LOCAL): Homeless Students

**RATIONALE:** ESSA made several changes to the McKinney-Vento Homeless Assistance Act - Recommendations are as follows:

Text at LIAISON FOR HOMELESS STUDENTS addresses the new requirement for a district to adopt policies and practices to ensure that the liaison participates in professional development activities. In addition to requiring the liaison to receive professional development, the local policy text requires the liaison to provide appropriate staff members with relevant professional development and to review with campus admissions personnel the laws and procedures applicable to homeless students. These statements address new duties for the liaison added by ESSA.

To satisfy the requirement to adopt policies and practices to ensure that homeless children and youths are not stigmatized or segregated, a statement has been added to that effect at ADMISSIONS. Recommended text also clarifies that campus admissions staff must notify the liaison regarding the admission of a homeless student.

Text at ENROLLMENT IN SCHOOL OF ORIGIN has been updated to reflect the presumption that keeping the student in his or her school of origin is in the student's best interest, except when doing so is contrary to the request of the parent, guardian, or unaccompanied youth, and to update the factors that the district considers in making this decision.

Revisions at DISPUTE RESOLUTION PROCESS include the requirement for the district to provide notices regarding enrollment in writing and in a form that is understandable to the parent or student. These notices must include information on the right to appeal. A new sentence reflecting recommended best practice from TEA requires the district to expedite local timelines in the district's complaint process, when possible, for prompt dispute resolution.

LIAISON FOR  
HOMELESS  
STUDENTS

The Superintendent shall ~~designate~~appoint an appropriate staff person as the District liaison for ~~homeless~~ students who are homeless. [See FFC]

The liaison shall receive and provide to appropriate staff members professional development regarding services required by law to identify and meet the needs of students who are homeless. In addition, the liaison shall regularly review with campus admissions personnel the laws and administrative procedures applicable to students who are homeless.

ADMISSIONS

The District shall not stigmatize or segregate a student who is homeless.

The principal and campus admissions staff shall notify the homeless-liaison for homeless students within one school day of admission of a student who is homeless student.

ENROLLMENT IN  
SCHOOL OF ORIGIN

In determining the best interest~~feasibility~~ of the student for the purpose of continuing the student's education in the school of origin, as defined by law, the District shall presume that keeping the educating a homeless student in his or her school of origin is in the student's best interest, except when doing so is contrary to the request of the parent, guardian, or unaccompanied youth. The District shall also, the District shall consider the best interests of the student with regard to the impact of moving schools on the student's achievement, education, health, and safety, including such relevant factors as:

1. Continuity of instruction;
2. Age and grade placement of the student;
3. Distance of the commute and its impact on the student's education or special needs;
4. Personal safety of the student;
5. The student's eligibility and ~~Student's~~ need for any specialized services and support~~special instruction~~, such as Section 504, ~~or~~ special education and related services, or bilingual or English as a second language services;
6. Length of anticipated stay in a temporary shelter or other temporary location, if applicable;
7. Likely area of the family's or youth's future housing;
8. Time remaining in the school year; and
9. School placement of siblings.

CONTINUATION OF  
TRANSPORTATION

Services, including transportation, that the District is required to provide shall not be considered in determining the student's school of attendance feasibility.

The District shall provide transportation to a student who is homeless ~~student assigned to and from attend~~ the school of origin, as provided by law. If such a student ceases to be homeless and if requested by the parent, guardian, or unaccompanied youth, the District shall continue to provide transportation to and from the school of origin through the end of the school year, upon request from the parent or guardian. [See CNA]

DISPUTE RESOLUTION  
PROCESS

If in the District determines event that it is not in the student's best interest to attend the school of origin or the requested school, the District shall provide a written explanation, in a manner and form that is understandable to the parent, guardian, or unaccompanied youth, of the reasons for the decision, including the right to appeal.

If the homeless student, or his or her parent, or guardian, has a complaint about eligibility, school selection admission, placement, or enrollment decisions made services provided by the District, that person shall use the complaint resolution procedures set out in FNG(LOCAL), beginning at Level Two. The District shall expedite local timelines in the District's complaint process, when possible, for prompt dispute resolution.

Pending final resolution of the dispute, the District shall immediately enroll the homeless student in the school in which enrollment is sought and permit the student to attend classes, receive the requested services, and participate fully in school activities.

When the principal becomes aware of a complaint, he or she shall notify the liaison for homeless students within one school day. At all times during the dispute resolution process, the liaison for homeless students or designee shall accompany and assist the student, parent, or guardian.

[See FNG(LOCAL) for all other complaints.] in the dispute resolution process. Throughout the dispute resolution process, the homeless student shall be permitted to attend classes, receive the requested services, and participate fully in school activities.

LIAISON FOR  
HOMELESS  
STUDENTS

The Superintendent shall designate an appropriate staff person as the District liaison for students who are homeless. [See FFC]

The liaison shall receive and provide to appropriate staff members professional development regarding services required by law to identify and meet the needs of students who are homeless. In addition, the liaison shall regularly review with campus admissions personnel the laws and administrative procedures applicable to students who are homeless.

ADMISSIONS

The District shall not stigmatize or segregate a student who is homeless.

The principal and campus admissions staff shall notify the liaison for homeless students within one school day of admission of a student who is homeless.

ENROLLMENT IN  
SCHOOL OF ORIGIN

In determining the best interest of the student for the purpose of continuing the student's education in the school of origin, as defined by law, the District shall presume that keeping the student in his or her school of origin is in the student's best interest, except when doing so is contrary to the request of the parent, guardian, or unaccompanied youth. The District shall also consider the best interests of the student with regard to the impact of moving schools on the student's achievement, education, health, and safety, including such relevant factors as:

1. Continuity of instruction;
2. Age and grade placement of the student;
3. Distance of the commute and its impact on the student's education or special needs;
4. Personal safety of the student;
5. The student's eligibility and need for any specialized services and supports, such as Section 504, special education and related services, or bilingual or English as a second language services;
6. Length of anticipated stay in a temporary shelter or other temporary location, if applicable;
7. Likely area of the family's or youth's future housing;
8. Time remaining in the school year; and
9. School placement of siblings.

Services, including transportation, that the District is required to provide shall not be considered in determining the student's school of attendance.

CONTINUATION OF  
TRANSPORTATION

The District shall provide transportation to a student who is homeless to and from the school of origin, as provided by law. If such a student ceases to be homeless and if requested by the parent, guardian, or unaccompanied youth, the District shall continue to provide transportation to and from the school of origin through the end of the school year. [See CNA]

DISPUTE RESOLUTION  
PROCESS

If the District determines that it is not in the student's best interest to attend the school of origin or the requested school, the District shall provide a written explanation, in a manner and form that is understandable to the parent, guardian, or unaccompanied youth, of the reasons for the decision, including the right to appeal.

If the student, parent, or guardian has a complaint about eligibility, school selection, or enrollment decisions made by the District, that person shall use the complaint resolution procedures set out in FNG(LOCAL), beginning at Level Two. The District shall expedite local timelines in the District's complaint process, when possible, for prompt dispute resolution.

Pending final resolution of the dispute, the District shall immediately enroll the homeless student in the school in which enrollment is sought and permit the student to attend classes, receive the requested services, and participate fully in school activities.

When the principal becomes aware of a complaint, he or she shall notify the liaison for homeless students within one school day. At all times during the dispute resolution process, the liaison for homeless students or designee shall accompany and assist the student, parent, or guardian.

[See FNG(LOCAL) for all other complaints.]

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

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

**BACKGROUND:**

At the January 24, 2017 BOE meeting, the Board approved the transfer of funds from projects where Furniture, Fixtures and Equipment (FFE) procurement was completed. These funds were transferred into a contingency identified as FFE. This item continues that list with the campuses and associated amounts noted in the table below.

Location	Transfer Amount
TEA 069 McLean 6th Grade	\$98,048.92
TEA 175 Washington Heights ES	\$240,739.93
TEA 241 Westpark ES (New)	\$341,025.91
<b>Total:</b>	<b>\$679,814.76</b>

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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



**FUNDING SOURCE**

*Additional Details*

CIP

See attached Budget Amendment for Details

**COST:**

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

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

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

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Gary Griffith

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



Org	Project	Revised 06/27/17	Savings to FFE Contingency	Revised 07/18/17
001	Amon Carter - Riverside High School	\$ 11,287,252		\$ 11,287,252
002	Arlington Heights High School	\$ 5,924,742		\$ 5,924,742
003	South Hills High School	\$ 6,962,289		\$ 6,962,289
004	Diamond Hill-Jarvis High School	\$ 6,964,290		\$ 6,964,290
005	Dunbar High School	\$ 4,120,752		\$ 4,120,752
006	Eastern Hills High School	\$ 1,822,162		\$ 1,822,162
008	North Side High School	\$ 1,561,031		\$ 1,561,031
009	Polytechnic High School	\$ 4,887,894		\$ 4,887,894
010	Paschal High School	\$ 13,255,485		\$ 13,255,485
011	Trimble Technical High School	\$ 2,317,176		\$ 2,317,176
014	Southwest High School	\$ 2,126,146		\$ 2,126,146
015	Western Hills High School	\$ 5,920,301		\$ 5,920,301
016	O.D. Wyatt High School	\$ 2,628,814		\$ 2,628,814
018	Middle Level Learning Center	\$ 130,458		\$ 130,458
019	Metro Opportunity High School	\$ 128,348		\$ 128,348
026	Jo Kelly School	\$ 103,956		\$ 103,956
042	Daggett Middle School	\$ 244,857		\$ 244,857
043	Wedgwood Sixth Grade School	\$ 2,616,871		\$ 2,616,871
044	Elder Middle School	\$ 3,634,842		\$ 3,634,842
045	Forest Oak Middle School	\$ 781,166		\$ 781,166
047	Handley Middle School	\$ 234,415		\$ 234,415
048	William James Middle School	\$ 1,006,343		\$ 1,006,343
049	Kirkpatrick Middle School	\$ 2,962,922		\$ 2,962,922
050	McLean Middle School	\$ 5,008,134		\$ 5,008,134
051	Meacham Middle School	\$ 447,078		\$ 447,078
052	Meadowbrook Middle School	\$ 1,027,454		\$ 1,027,454
053	Monnig Middle School	\$ 277,492		\$ 277,492
054	Morningside Middle School	\$ 1,909,151		\$ 1,909,151
056	Riverside Middle School	\$ 236,604		\$ 236,604
057	Rosemont Middle School	\$ 499,606		\$ 499,606
058	W.C. Stripling Middle School	\$ 420,154		\$ 420,154
059	J. Martin Jacquet MS	\$ 439,428		\$ 439,428
060	Wedgwood Middle School	\$ 301,417		\$ 301,417
061	Leonard Middle School	\$ 409,543		\$ 409,543
062	International Newcomer Acad / Applied Learning Academy	\$ 500,815		\$ 500,815
063	Como Montessori School	\$ 1,858,810		\$ 1,858,810
064	Glencrest 6th Grade	\$ 2,665,958		\$ 2,665,958
067	Rosemont 6th Grade	\$ 2,166,824		\$ 2,166,824
069	McLean 6th Grade	\$ 4,692,720	\$ (98,049)	\$ 4,594,671
070	Jean McClung Middle School	\$ 178,041		\$ 178,041
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,291,093		\$ 9,291,093
081	Young Women's Leadership Academy	\$ 3,331,229		\$ 3,331,229
082	Texas Academy of Biomedical Sciences	\$ 274,128		\$ 274,128
083	Young Men's Leadership Academy	\$ 5,499,915		\$ 5,499,915
084	World Language Academy	\$ 38,323		\$ 38,323
087	VPA/STEM	\$ 51,722,571		\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 139,011		\$ 139,011
103	Benbrook Elementary School	\$ 2,795,325		\$ 2,795,325
104	Boulevard Heights Elementary School	\$ 672,989		\$ 672,989
105	West Handley Elementary School	\$ 6,204,629		\$ 6,204,629
107	Burton Hill Elementary School	\$ 161,214		\$ 161,214
110	Carroll Peak Elementary School	\$ 98,996		\$ 98,996
111	Carter Park Elementary School	\$ 2,257,533		\$ 2,257,533
114	Manuel Jara Elementary School	\$ 195,990		\$ 195,990
115	George C. Clarke Elementary School	\$ 1,790,963		\$ 1,790,963
116	Lily B. Clayton Elementary School	\$ 153,549		\$ 153,549
117	Como Elementary School	\$ 244,879		\$ 244,879
118	Hazel Harvey Peace Elementary School	\$ 106,055		\$ 106,055
119	E.M. Daggett Elementary School	\$ 2,417,949		\$ 2,417,949
120	Rufino Mendoza Elementary School	\$ 2,428,806		\$ 2,428,806
121	DeZavala Elementary School	\$ 3,492,130		\$ 3,492,130
122	Diamond Hill Elementary School	\$ 1,774,093		\$ 1,774,093
123	S.S. Dillow Elementary School	\$ 214,679		\$ 214,679
124	Maude I. Logan Elementary School	\$ 286,449		\$ 286,449
125	Eastern Hills Elementary School	\$ 192,030		\$ 192,030
126	East Handley Elementary School	\$ 2,298,607		\$ 2,298,607

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



Org	Project	Revised 06/27/17	Savings to FFE Contingency	Revised 07/18/17
127	Christene C. Moss Elementary School	\$ 1,926,279		\$ 1,926,279
129	John T. White Elementary School	\$ 97,493		\$ 97,493
130	Harlean Beal Elementary School	\$ 264,924		\$ 264,924
131	Rosemont Elementary School	\$ 93,110		\$ 93,110
132	Glen Park Elementary School	\$ 1,658,823		\$ 1,658,823
133	W. M. Green Elementary School	\$ 4,751,520		\$ 4,751,520
134	Greenbriar Elementary School	\$ 1,849,825		\$ 1,849,825
135	Van Zandt-Guinn Elementary School	\$ 104,439		\$ 104,439
137	Hubbard Heights Elementary School	\$ 114,195		\$ 114,195
138	H.V. Helbing Elementary	\$ 405,495		\$ 405,495
139	Milton L. Kirkpatrick Elementary School	\$ 2,031,712		\$ 2,031,712
141	Meadowbrook Elementary	\$ 178,948		\$ 178,948
143	D. McRae Elementary School	\$ 147,436		\$ 147,436
144	Mitchell Boulevard Elementary School	\$ 2,736,634		\$ 2,736,634
146	M.H. Moore Elementary School	\$ 203,410		\$ 203,410
147	Morningside Elementary School	\$ 182,441		\$ 182,441
148	Charles E. Nash Elementary School	\$ 1,350,609		\$ 1,350,609
149	North Hi Mount Elementary School	\$ 156,482		\$ 156,482
150	Oakhurst Elementary School	\$ 212,855		\$ 212,855
151	Natha Howell Elementary School	\$ 152,372		\$ 152,372
152	Oaklawn Elementary School	\$ 214,780		\$ 214,780
153	A.M. Pate Elementary School	\$ 163,532		\$ 163,532
154	M.L. Phillips Elementary School	\$ 149,169		\$ 149,169
156	Ridglea Hills Elementary School	\$ 2,368,820		\$ 2,368,820
157	Luella Merrett Elementary School	\$ 3,365,007		\$ 3,365,007
159	Versia L. Williams Elementary School	\$ 1,613,056		\$ 1,613,056
160	Maudrie M. Walton Elementary School	\$ 180,294		\$ 180,294
161	Sam Rosen Elementary School	\$ 1,918,104		\$ 1,918,104
162	Sagamore Hill Elementary School	\$ 195,961		\$ 195,961
163	Bruce Shulkey Elementary School	\$ 550,088		\$ 550,088
165	R. J. Wilson Elementary School	\$ 1,521,610		\$ 1,521,610
166	South Hi Mount Elementary School	\$ 217,768		\$ 217,768
167	South Hills Elementary School	\$ 126,169		\$ 126,169
168	Springdale Elementary School	\$ 3,446,305		\$ 3,446,305
169	Sunrise-McMillan Elementary School	\$ 2,445,499		\$ 2,445,499
171	Tanglewood Elementary School	\$ 6,893,248		\$ 6,893,248
172	W.J. Turner Elementary School	\$ 222,554		\$ 222,554
175	Washington Heights Elementary School (New)	\$ 14,279,129	\$ (240,740)	\$ 14,038,389
176	Waverly Park Elementary School	\$ 290,716		\$ 290,716
177	Westcliff Elementary School	\$ 138,659		\$ 138,659
178	Westcreek Elementary School	\$ 541,076		\$ 541,076
180	Western Hills Elementary School	\$ 4,884,837		\$ 4,884,837
184	Worth Heights Elementary School	\$ 169,088		\$ 169,088
186	David K. Sellars Elementary School	\$ 4,570,595		\$ 4,570,595
187	J.T. Stevens Elementary School	\$ 278,609		\$ 278,609
188	Atwood McDonald Elementary School	\$ 2,374,312		\$ 2,374,312
190	Riverside Applied Learning Center	\$ 120,506		\$ 120,506
194	Daggett Montessori	\$ 298,770		\$ 298,770
206	Bill Elliott Elementary School	\$ 144,064		\$ 144,064
208	T.A. Sims Elementary School	\$ 146,395		\$ 146,395
209	Edward J. Briscoe Elementary	\$ 105,976		\$ 105,976
216	Woodway Elementary School	\$ 1,551,686		\$ 1,551,686
217	I.M. Terrell Elementary School	\$ 164,113		\$ 164,113
219	Lowery Road Elementary School	\$ 5,999,261		\$ 5,999,261
220	Alice Contreras Elementary School	\$ 1,586,069		\$ 1,586,069
221	Western Hills Primary	\$ 452,841		\$ 452,841
222	L. Clifford Davis Elementary School	\$ 412,398		\$ 412,398
223	Cesar Chavez Primary	\$ 135,845		\$ 135,845
224	M. G. Ellis Primary	\$ 277,432		\$ 277,432
225	Bonnie Brae Elementary School	\$ 134,034		\$ 134,034
226	Seminary Hills Park Elementary School	\$ 187,466		\$ 187,466
227	Dolores Huerta Elementary School	\$ 187,467		\$ 187,467
241	Westpark Elementary School (New)	\$ 19,675,212	\$ (341,026)	\$ 19,334,186
259	Van Zandt-Guinn Elementary School	\$ 11,895,561		\$ 11,895,561
350	Adult Education Center	\$ 16,043		\$ 16,043
834	Wilkerson-Greines Athletic Fields	\$ 164,282		\$ 164,282

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 06/27/17	Savings to FFE Contingency	Revised 07/18/17
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,443,826		\$ 1,443,826
BP 066	Final amounts per school to be finalized upon negotiations	\$ 4,440,430		\$ 4,440,430
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537		\$ 4,453,537
999	Indirect Cost Redistribution - Prop 1	\$ 22,378,730		\$ 22,378,730
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ 1,000		\$ 1,000
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 1,585,917		\$ 1,585,917
B47	Owner's Program Contingency - Prop 2	\$ 1,050,000		\$ 1,050,000
0CP	Contingency from Scope Adjustments	\$ 472,000		\$ 472,000
0FC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ -		\$ -
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 656,782	\$ 679,815	\$ 1,336,597
TEC	Contingency Transfer from Technology	\$ 1,500,286	\$ -	\$ 1,500,286
		<b>\$ 359,869,165</b>		<b>\$ 359,869,165</b>
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	<b>2013 CIP Grand Total</b>	<b>\$ 489,860,000</b>		<b>\$ 489,860,000</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 001B (RFCSP 16-013) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On August, 9, 2016 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with RJM Contractors for the 2013 Capital Improvement Program Bid Package 001B (RFCSP #16-013). Negotiations with RJM Contractors were completed and a contract was issued and executed between the District and RJM Contractors for \$5,171,320. Additional costs at TEA 120 Rufino Mendoza Elementary School are projected to exhaust the available contingency within this construction contract. Additional costs beyond in-contract contingency have been estimated at a not-to-exceed amount of \$35,000. These include pier reconciliation and a required 2 hour fire rated wall. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$35,000 to execute change orders for the items noted above. These change orders can be funded from within the project budget and therefore do not require the use of program contingency.

<b>Bid Package</b>	<b>Current Construction Contract</b>	<b>Amount Requested</b>	<b>Revised Construction Contract</b>
001B	\$5,171,320	\$35,000	\$5,206,320

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Increase for Bid Package 001B (RFCSP 16-013) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 001B (RFCSP 16-013) in the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Increase for Bid Package 001B (RFCSP 16-013) in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B39-120-99-000-000000 - \$ 35,000

**COST:**

Not to Exceed \$35,000

**VENDOR:**

RJM Contractors

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

A budget increase is needed to fund change orders in a not-to-exceed amount of \$35,000 which cannot be covered with the available funds within the General Contractor's Agreement. These change orders will be funded from within the campus budget and therefore do not require the use of Program Contingency.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer



**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: CLOSEOUT OF THE CONTRACT WITH CADENCE MCSHANE CONSTRUCTION COMPANY, LLC FOR BID PACKAGE 041 (RFCSP #15-034) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On March 24, 2015, the Board of Education authorized CIP staff to negotiate and enter into contract with the General Contractor, Cadence McShane Construction Company LLC, for Bid Package 041. This Bid Package consisted of construction services for a new elementary school and a subsequent demolition of an existing one; TEA 175 Washington Heights Elementary School. The work commenced on April 27, 2015, and was substantially completed on August 22, 2016, as inspected by the A/E firm, WRA Architects, Inc. Cadence McShane Construction Company LLC has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to Cadence McShane Construction Company LLC will be in the amount of \$123,464.04.

<b>Original Contract Amount:</b>	\$12,098,600.00	<b>Original Contract Time:</b>	462 Days
<b>Previous Change Orders:</b>	\$32,972.86	<b>Days Added in Previous CO:</b>	0 Days
<b>Final Change Order:</b>	(\$2,012.50)	<b>Final Change Order Time:</b>	17 Days
<b>Final Contract Amount:</b>	\$12,129,560.36	<b>Final Contract Time:</b>	483 Days
<b>Previously Paid:</b>	\$12,006,096.32		
<b>Final Payment Due:</b>	\$123,464.04		

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Closeout of The Contract With Cadence McShane Construction Company LLC For Bid Package 041 (RFCSP #15-034) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With Cadence McShane Construction Company LLC For Bid Package 041 (RFCSP #15-034) And Authorization of Final Payment In The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Closeout of The Contract With Cadence McShane Construction Company LLC For Bid Package 041 (RFCSP #15-034) And Authorization of Final Payment In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

Select Funding Source CIP	681.00.2116.000.000.00.000.000000 - \$ 123,464.04
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**COST:**

The final payment to Cadence McShane Construction Company LLC will be in the amount of \$123,464.04

**VENDOR:**

Cadence McShane Construction Company LLC

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

Cadence McShane Construction Company LLC has completed all work as required per the terms of their construction contract, work has been inspected by WRA Architects, LLC and project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE INCREASE THE COST OF MOVING SERVICES IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

At the June 24, 2014 BOE meeting, the Board approved the qualification of firms and authorized CIP staff to negotiate and award contracts for moving services at construction sites in the 2013 CIP. In that authorization, the total cost for all moving services was budgeted at \$90,008. Subsequently, at the June 14, 2016 BOE meeting, this budget was increased by \$100,000 for a total of \$190,008. As the moving services contracts have been negotiated, it has been determined that an increase to the approved amount is required. Per this item, CIP is requesting approval to increase allowable spending on moving services for the 2013 Capital Improvement Program by \$60,000, for a total amount of \$250,008.

At this time, the funding for these services will come from within the BOE approved project budget. However, should the project budget be insufficient to cover the necessary cost, a budget amendment will be presented at a future BOE meeting for approval.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Increase The Cost of Moving Services In The 2013 Capital Improvement Program
2. Decline to Approve Increase The Cost of Moving Services In The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Increase The Cost of Moving Services In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681.81.6629.B42.XXX.99.000000 - \$ 60,000

**COST:**

Value of contracts will be a negotiated amount. The total cost of all contracts for moving services was previously estimated at \$190,008. This action item seeks to increase the estimated cost by \$60,000, for a total estimated cost of \$250,008.

**VENDOR:**

The firms qualified on June 24, 2014, will remain qualified for moving services on the 2013 CIP.

**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:**

Additional funds are also required to be spent for moving services services, to support the design and construction of the projects.

**INFORMATION SOURCE:**

Vicki Burris  
Elsie Schiro  
Randy Cofer

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE BUDGET AMENDMENT AND INCREASE OF ESCROW ACCOUNTS WITH THE CITY OF FORT WORTH, TEXAS, TO PAY FEES FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

At the April 22, 2014 BOE meeting, the Board approved the creation of an escrow account with the City Of Fort Worth, Texas, to pay various fees including, but not limited to, permit fees, inspection fees and water design (tap) fees associated with its construction projects. In that authorization, the total cost for the escrow account was budgeted at \$750,000. As fees have been incurred, it has been determined that an increase to the approved amount is required. Per this item, CIP is requesting approval to increase escrow account for the 2013 Capital Improvement Program by \$300,000, for a total amount of \$1,050,000. CIP Requests a budget amendment transferring \$300,000 from Program Contingency to the escrow account.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Amendment and Increase of Escrow Accounts with the City Of Fort Worth, Texas, to Pay Fees for The 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Increase of Escrow Accounts with the City Of Fort Worth, Texas, to Pay Fees for The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Budget Amendment and Increase of Escrow Accounts with the City Of Fort Worth, Texas, to Pay Fees for The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681.81.6629.B47.999.99.000000 - \$ 300,000

**COST:**

The total cost for an escrow amount was previously estimated at \$750,000. This action item seeks to increase the estimated cost by \$300,000, for a total estimated cost of \$1,050,000.

**VENDOR:**

City Of Fort Worth, Texas

**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:**

Additional funds are also required to be spent for moving services services, to support the design and construction of the projects.

**INFORMATION SOURCE:**

Vicki Burris  
Elsie Schiro  
Randy Cofer

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



Org	Project	Revised 07/18/17	Transfer to B44 - Other Program Costs	Revised 07/18/17
001	Amon Carter - Riverside High School	\$ 11,287,252		\$ 11,287,252
002	Arlington Heights High School	\$ 5,924,742		\$ 5,924,742
003	South Hills High School	\$ 6,962,289		\$ 6,962,289
004	Diamond Hill-Jarvis High School	\$ 6,964,290		\$ 6,964,290
005	Dunbar High School	\$ 4,120,752		\$ 4,120,752
006	Eastern Hills High School	\$ 1,822,162		\$ 1,822,162
008	North Side High School	\$ 1,561,031		\$ 1,561,031
009	Polytechnic High School	\$ 4,887,894		\$ 4,887,894
010	Paschal High School	\$ 13,255,485		\$ 13,255,485
011	Trimble Technical High School	\$ 2,317,176		\$ 2,317,176
014	Southwest High School	\$ 2,126,146		\$ 2,126,146
015	Western Hills High School	\$ 5,920,301		\$ 5,920,301
016	O.D. Wyatt High School	\$ 2,628,814		\$ 2,628,814
018	Middle Level Learning Center	\$ 130,458		\$ 130,458
019	Metro Opportunity High School	\$ 128,348		\$ 128,348
026	Jo Kelly School	\$ 103,956		\$ 103,956
042	Daggett Middle School	\$ 244,857		\$ 244,857
043	Wedgwood Sixth Grade School	\$ 2,616,871		\$ 2,616,871
044	Elder Middle School	\$ 3,634,842		\$ 3,634,842
045	Forest Oak Middle School	\$ 781,166		\$ 781,166
047	Handley Middle School	\$ 234,415		\$ 234,415
048	William James Middle School	\$ 1,006,343		\$ 1,006,343
049	Kirkpatrick Middle School	\$ 2,962,922		\$ 2,962,922
050	McLean Middle School	\$ 5,008,134		\$ 5,008,134
051	Meacham Middle School	\$ 447,078		\$ 447,078
052	Meadowbrook Middle School	\$ 1,027,454		\$ 1,027,454
053	Monnig Middle School	\$ 277,492		\$ 277,492
054	Morningside Middle School	\$ 1,909,151		\$ 1,909,151
056	Riverside Middle School	\$ 236,604		\$ 236,604
057	Rosemont Middle School	\$ 499,606		\$ 499,606
058	W.C. Stripling Middle School	\$ 420,154		\$ 420,154
059	J. Martin Jacquet MS	\$ 439,428		\$ 439,428
060	Wedgwood Middle School	\$ 301,417		\$ 301,417
061	Leonard Middle School	\$ 409,543		\$ 409,543
062	International Newcomer Acad / Applied Learning Academy	\$ 500,815		\$ 500,815
063	Como Montessori School	\$ 1,858,810		\$ 1,858,810
064	Glencrest 6th Grade	\$ 2,665,958		\$ 2,665,958
067	Rosemont 6th Grade	\$ 2,166,824		\$ 2,166,824
069	McLean 6th Grade	\$ 4,594,671		\$ 4,594,671
070	Jean McClung Middle School	\$ 178,041		\$ 178,041
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,291,093		\$ 9,291,093
081	Young Women's Leadership Academy	\$ 3,331,229		\$ 3,331,229
082	Texas Academy of Biomedical Sciences	\$ 274,128		\$ 274,128
083	Young Men's Leadership Academy	\$ 5,499,915		\$ 5,499,915
084	World Language Academy	\$ 38,323		\$ 38,323
087	VPA/STEM	\$ 51,722,571		\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 139,011		\$ 139,011
103	Benbrook Elementary School	\$ 2,795,325		\$ 2,795,325
104	Boulevard Heights Elementary School	\$ 672,989		\$ 672,989
105	West Handley Elementary School	\$ 6,204,629		\$ 6,204,629
107	Burton Hill Elementary School	\$ 161,214		\$ 161,214
110	Carroll Peak Elementary School	\$ 98,996		\$ 98,996
111	Carter Park Elementary School	\$ 2,257,533		\$ 2,257,533
114	Manuel Jara Elementary School	\$ 195,990		\$ 195,990
115	George C. Clarke Elementary School	\$ 1,790,963		\$ 1,790,963
116	Lily B. Clayton Elementary School	\$ 153,549		\$ 153,549
117	Como Elementary School	\$ 244,879		\$ 244,879
118	Hazel Harvey Peace Elementary School	\$ 106,055		\$ 106,055
119	E.M. Daggett Elementary School	\$ 2,417,949		\$ 2,417,949
120	Rufino Mendoza Elementary School	\$ 2,428,806		\$ 2,428,806
121	DeZavala Elementary School	\$ 3,492,130		\$ 3,492,130
122	Diamond Hill Elementary School	\$ 1,774,093		\$ 1,774,093
123	S.S. Dillow Elementary School	\$ 214,679		\$ 214,679
124	Maude I. Logan Elementary School	\$ 286,449		\$ 286,449
125	Eastern Hills Elementary School	\$ 192,030		\$ 192,030
126	East Handley Elementary School	\$ 2,298,607		\$ 2,298,607



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



Org	Project	Revised 07/18/17	Transfer to B44 - Other Program Costs	Revised 07/18/17
127	Christene C. Moss Elementary School	\$ 1,926,279		\$ 1,926,279
129	John T. White Elementary School	\$ 97,493		\$ 97,493
130	Harlean Beal Elementary School	\$ 264,924		\$ 264,924
131	Rosemont Elementary School	\$ 93,110		\$ 93,110
132	Glen Park Elementary School	\$ 1,658,823		\$ 1,658,823
133	W. M. Green Elementary School	\$ 4,751,520		\$ 4,751,520
134	Greenbriar Elementary School	\$ 1,849,825		\$ 1,849,825
135	Van Zandt-Guinn Elementary School	\$ 104,439		\$ 104,439
137	Hubbard Heights Elementary School	\$ 114,195		\$ 114,195
138	H.V. Helbing Elementary	\$ 405,495		\$ 405,495
139	Milton L. Kirkpatrick Elementary School	\$ 2,031,712		\$ 2,031,712
141	Meadowbrook Elementary	\$ 178,948		\$ 178,948
143	D. McRae Elementary School	\$ 147,436		\$ 147,436
144	Mitchell Boulevard Elementary School	\$ 2,736,634		\$ 2,736,634
146	M.H. Moore Elementary School	\$ 203,410		\$ 203,410
147	Morningside Elementary School	\$ 182,441		\$ 182,441
148	Charles E. Nash Elementary School	\$ 1,350,609		\$ 1,350,609
149	North Hi Mount Elementary School	\$ 156,482		\$ 156,482
150	Oakhurst Elementary School	\$ 212,855		\$ 212,855
151	Natha Howell Elementary School	\$ 152,372		\$ 152,372
152	Oaklawn Elementary School	\$ 214,780		\$ 214,780
153	A.M. Pate Elementary School	\$ 163,532		\$ 163,532
154	M.L. Phillips Elementary School	\$ 149,169		\$ 149,169
156	Ridglea Hills Elementary School	\$ 2,368,820		\$ 2,368,820
157	Luella Merrett Elementary School	\$ 3,365,007		\$ 3,365,007
159	Versia L. Williams Elementary School	\$ 1,613,056		\$ 1,613,056
160	Maudrie M. Walton Elementary School	\$ 180,294		\$ 180,294
161	Sam Rosen Elementary School	\$ 1,918,104		\$ 1,918,104
162	Sagamore Hill Elementary School	\$ 195,961		\$ 195,961
163	Bruce Shulkey Elementary School	\$ 550,088		\$ 550,088
165	R.J. Wilson Elementary School	\$ 1,521,610		\$ 1,521,610
166	South Hi Mount Elementary School	\$ 217,768		\$ 217,768
167	South Hills Elementary School	\$ 126,169		\$ 126,169
168	Springdale Elementary School	\$ 3,446,305		\$ 3,446,305
169	Sunrise-McMillan Elementary School	\$ 2,445,499		\$ 2,445,499
171	Tanglewood Elementary School	\$ 6,893,248		\$ 6,893,248
172	W.J. Turner Elementary School	\$ 222,554		\$ 222,554
175	Washington Heights Elementary School (New)	\$ 14,038,389		\$ 14,038,389
176	Waverly Park Elementary School	\$ 290,716		\$ 290,716
177	Westcliff Elementary School	\$ 138,659		\$ 138,659
178	Westcreek Elementary School	\$ 541,076		\$ 541,076
180	Western Hills Elementary School	\$ 4,884,837		\$ 4,884,837
184	Worth Heights Elementary School	\$ 169,088		\$ 169,088
186	David K. Sellars Elementary School	\$ 4,570,595		\$ 4,570,595
187	J.T. Stevens Elementary School	\$ 278,609		\$ 278,609
188	Atwood McDonald Elementary School	\$ 2,374,312		\$ 2,374,312
190	Riverside Applied Learning Center	\$ 120,506		\$ 120,506
194	Daggett Montessori	\$ 298,770		\$ 298,770
206	Bill Elliott Elementary School	\$ 144,064		\$ 144,064
208	T.A. Sims Elementary School	\$ 146,395		\$ 146,395
209	Edward J. Briscoe Elementary	\$ 105,976		\$ 105,976
216	Woodway Elementary School	\$ 1,551,686		\$ 1,551,686
217	I.M. Terrell Elementary School	\$ 164,113		\$ 164,113
219	Lowery Road Elementary School	\$ 5,999,261		\$ 5,999,261
220	Alice Contreras Elementary School	\$ 1,586,069		\$ 1,586,069
221	Western Hills Primary	\$ 452,841		\$ 452,841
222	L. Clifford Davis Elementary School	\$ 412,398		\$ 412,398
223	Cesar Chavez Primary	\$ 135,845		\$ 135,845
224	M. G. Ellis Primary	\$ 277,432		\$ 277,432
225	Bonnie Brae Elementary School	\$ 134,034		\$ 134,034
226	Seminary Hills Park Elementary School	\$ 187,466		\$ 187,466
227	Dolores Huerta Elementary School	\$ 187,467		\$ 187,467
241	Westpark Elementary School (New)	\$ 19,334,186		\$ 19,334,186
259	Van Zandt-Guinn Elementary School	\$ 11,895,561		\$ 11,895,561
350	Adult Education Center	\$ 16,043		\$ 16,043
834	Wilkerson-Greines Athletic Fields	\$ 164,282		\$ 164,282

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



Org	Project	Revised 07/18/17	Transfer to B44 - Other Program Costs	Revised 07/18/17
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,443,826		\$ 1,443,826
BP 066	Final amounts per school to be finalized upon negotiations	\$ 4,440,430		\$ 4,440,430
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537		\$ 4,453,537
B44	Other Program Costs		\$ 300,000	\$ 300,000
999	Indirect Cost Redistribution - Prop 1	\$ 22,378,730		\$ 22,378,730
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ 1,000		\$ 1,000
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 1,585,917	\$ (300,000)	\$ 1,285,917
B47	Owner's Program Contingency - Prop 2	\$ 1,050,000		\$ 1,050,000
OCP	Contingency from Scope Adjustments	\$ 472,000		\$ 472,000
OFC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ -		\$ -
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 1,336,597		\$ 1,336,597
TEC	Contingency Transfer from Technology	\$ 1,500,286	\$ -	\$ 1,500,286
		\$ 359,869,165		\$ 359,869,165
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	<b>2013 CIP Grand Total</b>	<b>\$ 489,860,000</b>		<b>\$ 489,860,000</b>

**2013 Capital Improvement Program  
Contingency Summary  
As of 07/18/17**

As of 06/27/17	BOE 07/18/17 Proposed Items	As of 07/18/17
Proposition I Contingency Balance	Transfer to B44	Proposition I Contingency Balance
\$ 3,559,203	\$ (300,000)	\$ 3,259,203 *

**Potential Future Transfers to Contingency:**

Potential funds transfer from substantially completed and/or deferred projects

John T. White Elementary School	\$ 15,000	
Rosemont Elementary School	\$ 9,800	
Meadowbrook Elementary	\$ 66,000	
		<u>\$ 90,800</u>
<b>Sub-Total</b>		<b>\$ 3,350,003</b>

**Potential Future Use of Contingency on Pending Projects:**

*Kitchen Projects*

Charles E. Nash ES (FS)	\$ (642,192)	**
Versia L. Williams ES (FS)	\$ (1,189,855)	**
Como Montessori School	\$ (220,040)	**
Morningside Middle School (FS)	\$ (1,203,298)	**
E.M. Daggett Elementary School (FS)	\$ (195,968)	**
		<u>\$ (3,451,353)</u>
<b>Sub-Total</b>		<b>\$ (3,451,353)</b>

**Estimated Contingency Balance** **Total** **(\$101,350)**

As of 06/27/17	BOE 07/18/17 Proposed Items	As of 07/18/17
Proposition II Contingency Balance	No items proposed this period	Proposition II Contingency Balance
\$ 2,100,000	\$ -	\$ 2,100,000 ***

**Estimated Contingency Balance** **Total** **\$2,100,000**

\* Excludes FFE and ADA Contingencies

\*\* Project Costs are based on AE Cost Estimates

\*\*\* Applicable to VPA/STEM or related projects

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE THE 2018 AUDIT PLAN**

**BACKGROUND:**

The Audit Committee has reviewed the proposed 2018 Audit Plan and recommends approval of the Audit Plan. The Audit Plan is based upon available human and budgetary resources. The total number of hours expected to be available for audit projects was determined, then audits were selected for inclusion in the proposed plan based on input from various sources. Finally, detailed objectives for each audit were developed. The proposed Audit Plan including the budgeted hours by project and the detailed objectives for each audit are presented in the attached support. Audits requested through the Internal Audit Committee of the Board of Education and approved by the Board will always be included in the plan.

**STRATEGIC GOAL:**

Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve the 2018 Audit Plan.
2. Decline to approve 2018 Audit Plan.
3. Remand to the Audit Committee for further study.

**AUDIT COMMITTEE'S RECOMMENDATION:**

The Audit Committee recommends approval of the 2018 Audit Plan.

**FUNDING SOURCE:**

Not applicable.

**COST:**

None.

**VENDOR:**

None

**PURCHASING MECHANISM:**

Not a purchase

**PARTICIPATING SCHOOL/DEPARTMENTS**

All departments and campuses in FWISD

**RATIONALE:**

Approval of the 2018 Audit Plan allows the Internal Audit Department to provide the District with an independent and objective review of the cited areas.

**INFORMATION SOURCE:**

Audit Committee

# **FORT WORTH INDEPENDENT SCHOOL DISTRICT**

## **INTERNAL AUDIT DEPARTMENT**

### **ANNUAL INTERNAL AUDIT PLAN FOR FISCAL YEAR 2018**

#### **THE ROLE OF INTERNAL AUDITING**

Fort Worth Independent School District faces many difficult challenges. Because of the current economic conditions, one of our greatest challenges is to obtain the best possible value for the public funds that are spent. Another challenge is to educate the public of the District's accountability and its use of good management practices.

In addressing this double challenge, the role of Internal Auditing becomes more significant. Through comprehensive auditing the District can receive an objective and constructive assessment of the extent to which:

- financial, human, and physical resources are managed with due regard to economy, efficiency and effectiveness; and
- accountability relationships are reasonably served.

The concept of "accountability relationships" is based on the assumption that those who confer responsibility should expect and receive an appropriate accounting for the discharge of responsibilities conferred.

The Internal Audit Department typically performs financial, compliance and operational audits as well as special studies and investigations. However, the basis for the existence of the Internal Audit function is to serve and assist the School Board and District management in discharging their duties. As such, Internal Audit's role must be flexible to address those needs without compromising its integrity.

## **AUDIT PLAN DETAILS**

The total number of hours which we expect to be available for audit projects was determined. Audits were then selected for inclusion in the proposed plan based on input from various sources, including Board and management requests and the preliminary risk assessment which identifies about 90 auditable units in the District.

In addition to the proposed audits for which time allows, 10 additional audits were included as “contingency audits.” In the event that all audits are completed under budget and/or the event that management requests are less than the budgeted hours, the “contingency audits” are proposed to be completed.

Audits approved by the Audit Committee and the Board of Education will always be included in the plan.

## **2017 ACCOMPLISHMENTS**

Fieldwork should be completed on all completed audits by early October, and all reports should be finalized by mid-November, which allows for the 6-week time period allocated for management responses. To leverage our human resources, we used three student interns, all of which were in a Master’s degree program. We also hired 2 student interns, both of which are in a Master’s degree program.

In addition to the other operational and compliance audits, we conducted 16 campus audits through which we identified numerous improvements, including ensuring that:

- All vendor balances are properly recorded in the District’s financial system
- Accountability for student funds is accurate
- Cash is properly safeguarded and chain of custody is properly documented
- Revenues and expenditures are properly documented
- Deficit spending does not occur
- Negative balances are corrected
- Vendors are paid in full and timely
- Monthly management review occurs

We also completed key audits of IT Inventory and IT Risk Assessment and will be completing key audits of IT General Controls, Credit Recovery, and Work Orders to complete the 2017 work plan.

## **FOR THE FUTURE**

As we have done with the campus audits, we will develop a standardized approach to each area that we audit throughout the District. We interview staff to gain an understanding of the processes involved in each operation we audit, we document the transaction flow of those processes to ensure that our understanding is correct, we analyze the processes for control points, and we test transactions to ensure that they flow as designed and that they are in compliance with all federal, state and local laws and regulations. We propose a continual presence in the three key control areas of accounts payable, purchasing and payroll which will allow us to establish reliance upon those controls and produce economies of scale for the other organizational units we audit. In addition, we will begin to progress into continuous monitoring and trend analysis in order to identify areas for future audits. We will always consider Board and management requests for audits, and we will bring them forward for approval as they develop.

We look forward to assisting the Board and District management in the future in our efforts to develop a system of internal controls which will help safeguard the District's assets.



# FORT WORTH INDEPENDENT SCHOOL DISTRICT

## 2018 INTERNAL AUDIT PLAN

NUMBER	AUDIT DESCRIPTION	HOURS
1801	CAMPUS AUDITS	3150
1802	CIP AUDITS	1160
1803	IT APPLICATION CONTROLS	400
1804	MAINTENANCE OPERATIONS	500
1805	SUPPORT CONTRACTS	300
1806	FRAUD HOTLINE	300
1807	FOLLOW-UPS	300
	BOARD AND MANAGEMENT REQUESTS	500
	TOTAL HOURS FOR AUDIT PLAN	6610

### CONTINGENCY AUDITS

STUDENT DATA INTEGRITY	CUSTODIAL SERVICES
FLEET WORK ORDER PROCESS	ACCOUNTS PAYABLE
TRAVEL AUTHORIZATION PROCESS	PAYROLL
CAFETERIA COST OF SERVICE	TEXTBOOK WAREHOUSE
TRANSPORTATION	PURCHASING
FIXED ASSETS	MAINTENANCE OVERTIME

## **FISCAL YEAR 2018**

### **ANNUAL INTERNAL AUDIT PLAN**

#### **OBJECTIVES FOR INDIVIDUAL AUDITS**

##### **CAMPUS AUDITS**

- Determine compliance with Board policy, TEA guidelines and state law for student activity fund expenditures
- Ensure that funds collected by student groups are used for authorized purposes
- Reconcile campus fund balances with activity

##### **CIP AUDITS**

- Document transaction flow from invoicing to payment
- Determine the adequacy of the District's controls over costs and contract compliance for specific construction contracts
- Substantiate the accuracy of accounting for and reporting project costs
- Determine whether expenditures which exceed the base contract requirement are properly documented and approved prior to payment

##### **IT APPLICATION CONTROLS**

- Evaluate internal control effectiveness over key IT application
  - ✓ Accurate Financial Information
  - ✓ Compliance with Policies and Procedures
  - ✓ Safeguarding Assets
  - ✓ Efficient Use of Resources
  - ✓ Accomplishment of Business Objectives and Goals
- Determine that input data is accurate, complete, authorized, and correct
- Determine that data is processed as intended in an acceptable time period
- Determine that data stored is accurate and complete
- Determine that outputs are accurate and complete
- Ensure that a record is maintained that tracks the process of data input, storage and output

## **MAINTENANCE OPERATIONS**

- Determine that policies, procedures and internal controls regarding the Work Order process exist and are adequate
- Evaluate the process of assigning work to contractors versus employees
- Determine that work orders roll into the fixed asset system if appropriate
- Verify that contractor activity and service requests are adequately controlled
- Review operational practices of the Repair operation for efficiency and effectiveness, including overtime controls

## **SUPPORT CONTRACTS**

- Review contracts for services for Academics and Student Support Services
- Determine that contracts contain deliverables
- Determine that contractors supply deliverables

## **2017 CONTINGENCY AUDITS**

### **STUDENT DATA INTEGRITY**

- Determine that attendance data is supportable
- Ensure that attendance is taken properly
- Verify the accuracy of attendance data
- Compare enrollment to attendance

### **FIXED ASSETS**

- Determine that comprehensive policies and procedures addressing fixed assets activities have been developed and documented
- Ensure that the District is in compliance with the established policies and TEA regulatory requirements
- Ensure that adequate internal controls have been implemented to limit exposure to unauthorized or inappropriate transactions
- Verify that transactions are processed in accordance with fixed assets guidelines and District policies and procedures

### **FLEET WORK ORDER PROCESS**

- Determine that policies, procedures and internal controls regarding the Fleet Work Orders process exist and are adequate
- Evaluate the process of assigning work to contractors versus employees
- Determine that work orders roll into the fixed asset system if appropriate
- Verify that contractor activity and service requests are adequately controlled
- Review operational practices of the Repair operation for efficiency and effectiveness, including overtime controls

## **TRANSPORTATION**

- Ensure that comprehensive policies and procedures have been established for transportation services
- Determine that the District is in compliance with all applicable regulations
- Verify that Transportation staff have the proper credentials required to perform their duties
- Determine that vehicles are accounted for and safeguarded
- Ensure that vehicles are adequately maintained and replaced according to District guidelines
- Determine that equipment and supply inventory is monitored and accurately recorded
- Verify that gasoline usage is effectively controlled and only authorized users access the facility
- Determine that bus routes and extracurricular trips are scheduled to achieve efficiency
- Ensure that transportation measures are accurately reported to the state so the District can receive all revenue due

## **CUSTODIAL SERVICES**

- Evaluate the adequacy of internal controls over custodial services
- Determine that inventory controls are adequate
- Review operational practices of the Custodial operation for efficiency and effectiveness, including overtime controls

## **PAYROLL/OVERTIME**

- Determine that prior audit recommendations and consultant recommendations have been implemented
- Evaluate the adequacy of internal controls over establishing payroll records
- Evaluate the adequacy of internal controls over the preparation and distribution of payroll checks
- Ensure that management review of actual expenses occurs
- Evaluate the adequacy of departmental control of overtime usage for selected departments

## **ACCOUNTS PAYABLE**

- Determine that prior audit recommendations and consultant recommendations have been implemented
- Evaluate the adequacy of internal controls over the preparation and distribution of checks and electronic payments
- Ensure that management review of actual expenses occurs
- Evaluate the adequacy of departmental control over payment of vendors and payment within the confines of purchase orders

## **TEXTBOOK WAREHOUSE**

- Document the textbook inventory process internal controls
- Ensure that textbook procedures adequately protect textbook assets
- Determine the adequacy of chain of custody records for textbooks

## **PURCHASING**

- Determine the adequacy of internal controls over purchasing and contracting procedures
- Evaluate effectiveness of the Purchasing function in obtaining goods and services at the least available cost
- Evaluate the adequacy of controls over the use of purchase orders and the new purchasing card. Determine the degree of all District Departments' compliance with purchasing procedures

## **MAINTENANCE OVERTIME**

- Evaluate the adequacy of internal controls for overtime
- Ensure that management review of actual expenses occurs
- Evaluate the adequacy of departmental control of overtime usage for selected departments
- Evaluate scheduled overtime for inefficiencies

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE RATIFICATION OF PURCHASE FOR STUDENT UNIFORMS FOR THE FIVE LEADERSHIP ACADEMIES**

**BACKGROUND:**

At the February 28, 2017 Board meeting, the Superintendent announced the formation of the five leadership academies and the expectation that all district staff will support the higher expectation for success in the classroom. Team members from School Leadership and the new Principals from the five Leadership Academies identified a need for student uniforms and purchased the appropriate apparel so the items would arrive before school starts. The purchase of these student uniforms will be funded by the Rainwater Leadership Academies Grant.

<b>School Name</b>	<b>Description</b>	<b>Vendor</b>	<b>Amount</b>
Forest Oak Middle School # 045	Student Uniforms (For boys: polo tops with academy logo and pants; For girls: polo tops with academy logo, pants and pleated skirt)	Academy Uniforms	\$77,804.10
Como Elementary School # 117	Student Uniforms: Polo tops with academy logo, sweatshirts, and vests	ProForma DFW Marketing	\$53,265.82
John T. White Elementary School# 129			
Maude Logan Elementary School # 124			
Mitchell Boulevard Elementary School # 144			
<b>Total</b>			<b>\$131,069.92</b>

A separate purchasing mechanism will be used to acquire pants and skirts to complete student uniforms for the four Elementary Leadership Academies.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve ratification of purchase for student uniforms for the five leadership academies.
2. Decline to Approve ratification of purchase for student uniforms for the five leadership academies.
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Approve ratification of purchase for student uniforms for the five leadership academies.

**FUNDING SOURCE**

*Additional Details*

Special Revenue Funds

498-11-6399-LDA-045-24-347-000000-18L97

**COST:**

\$131,069.92

**VENDOR:**

Academy Uniforms and ProForma DFW Marketing

**PURCHASING MECHANISM**

Bid Number: 16-082

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 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**

Forest Oak Middle School # 045  
Como Elementary School # 117  
John T. White Elementary School# 129  
Maude Logan Elementary School # 124  
Mitchell Boulevard Elementary School # 144

**RATIONALE:**

The purchase of the student uniforms will support the shift in school climate and mindset towards academic success at the five Leadership Academies.

**INFORMATION SOURCE:**

Cherie Washington  
Karen Molinar

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE THE MINUTES FOR THE FEBRUARY 28, 2017 AND APRIL 11, 2017 AUDIT COMMITTEE MEETINGS**

**BACKGROUND:**

The Fort Worth Independent School District Board of Trustees approved the creation of the Audit Committee. Per Board Policy BDB Local, the Audit Committee meets at least twice annually with authority to convene additional meetings as circumstances require.

**STRATEGIC GOAL:**

Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve the Minutes for the February 29, 2017 and April 11, 2017 Audit Committee meetings.
2. Decline to approve the Minutes for the February 29, 2017 and April 11, 2017 Audit Committee meetings.
3. Remand to the Audit Committee for further study.

**AUDIT COMMITTEE'S RECOMMENDATION:**

The Audit Committee recommends approval of the Minutes for the February 29, 2017 and April 11, 2017 Audit Committee meetings.

**FUNDING SOURCE:**

Not applicable.

**COST:**

None.

**VENDOR:**

None

**PURCHASING MECHANISM:**

Not a purchase

**PARTICIPATING SCHOOL/DEPARTMENTS**

All departments and campuses in FWISD

**RATIONALE:**

Approval of the Minutes for the February 29, 2017 and April 11, 2017 Audit Committee meetings allows the District to provide the public with an official records of any given meeting.

**INFORMATION SOURCE:**

Audit Committee

**MEETING MINUTES OF THE  
AUDIT COMMITTEE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

The Audit Committee of the Fort Worth Independent School District held a meeting on Tuesday, February 28, 2017 with a quorum present. A copy of the notice of the meeting was posted in compliance with the Open Meetings Law.

**1. CALL TO ORDER**

Dr. Sutherland called the meeting to order at 4:00 p.m. in room NE 229B of the Administration Building. The meeting was attended by the following individuals.

**Audit Committee Members Present**

Dr. Ann Sutherland, Chair  
Ashley Paz

**Board Members Present**

**District Personnel Present**

Dr. Kent Scribner, Superintendent  
Elsie Schiro, Chief Financial Officer  
Cynthia Rincon, Chief of HCM  
Cherie Washington, Chief of Secondary Schools  
Karen Molinar, Chief of Elementary Schools  
Yassmin Lee, Executive Director  
Steve Shepherd, Chief Internal Auditor  
Dawn Cockfield, Audit Administrative Assistant

**Others Present**

**2. ACTION ITEMS**

- A. Approve Minutes of November 7, 2016 meeting**  
The November 7, 2016 minutes were approved.

**3. DISCUSSION ITEMS**

**A. IT Audit Progress**

Internal Audit is currently in the reporting phase of the IT Inventory Audit. We are in the stage of meeting with management and updating their responses, and the report is expected to be distributed within 3 weeks. The Internal Audit conducted IT General Controls RFP will be submitted to Purchasing soon. An external firm is being sought by the Superintendent to do an IT Performance Audit.

**B. Campus Audit Consequences**

School Leadership met over the past summer to discuss concern over audit findings and a plan to work with Directors and Principals. The plan for this year is to review Quarterly Progress Reports and a scorecard. Part of the scorecard that has been added for this year is to review the process used for campus budget and meeting with the Financial Secretary as well. In addition, when an audit report is issued, the Director meets with Principal and Finance Secretary to develop an action plan, and then they sign off on it. This data will be used for the TPES Principal Evaluation at the end of the school year. This was put into place this current school year. Ms. Schiro stated that

Internal Finance will be changing software systems and that will be much more user friendly that will help the campus finances to be much more efficient.

**C. External Audit**

Ms. Schiro stated that Dr. Sutherland had requested issuing a new RFP for the District's financial audit. Ms. Schiro stated that this could be performed for the next fiscal year.

**D. Campus Costs**

**1) Staffing Ratios**

Dr. Sutherland discussed irregularities in staffing practices. She stated that the best way to analyze costs would be to compare staffing with actual expenditures. She asked if we are being equitable in basic funding. The procedures for staffing need to be carefully followed. Dr. Sutherland suggested preparing a chart that identifies basic funding, Enrollment and ADA for each campus. Ms. Schiro mentioned that staffing ratios are in place but we must also consider the exceptions. These exceptions can include: the campuses and their individual needs with those who may need additional teachers, scheduling, and the number of FTE's to be used. This process will need to allow for transition from the staffing ratios we currently have today to a strict adherence to the staffing ratio procedures. There is a systematic approach in place to work toward that end with a three year plan. Mr. Shepherd suggested that the planned audit of campus costs might better accomplish its objectives if it is postponed until management's changes are fully implemented. Dr. Sutherland requested budget and leadership to present a report of the plans and progress regarding staff ratios to the board in May.

**2) Programs of Choice**

Dr. Sutherland stated that there are variances in the Programs of Choice. There are a number of classes with fewer than 10 enrolled. The engage to learn process is to make recommendations as to which programs we should continue from an education perspective and matched with dollars spent. Dr. Sutherland recommended that any decision be data informed.

**3) ADA to Enrollment**

This topic was discussed in connection with (1).

**4. Agenda Items, Date, and Time for Next Meeting**

The next Audit Committee meeting schedule is to be determined

**5. COMMENTS on Audits, Agenda Items, Recognition**

None

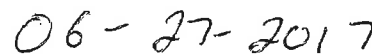
**6. ADJOURN**

Dr. Sutherland adjourned the meeting at 5:05p.m. Minutes recorded by Dawn Cockfield.

**Attest:**



Audit Committee Chair



Date

**MEETING MINUTES OF THE  
AUDIT COMMITTEE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

The Audit Committee of the Fort Worth Independent School District held a meeting on Tuesday, April 11, 2017 with a quorum present. A copy of the notice of the meeting was posted in compliance with the Open Meetings Law.

**1. CALL TO ORDER**

Dr. Sutherland called the meeting to order at 4:00 p.m. in room NE 229B of the Administration Building. The meeting was attended by the following individuals.

**Audit Committee Members Present**

Dr. Ann Sutherland, Chair  
Ashley Paz  
Matthew Avila  
Norm Robbins

**Board Members Present**

**District Personnel Present**

Dr. Kent Scribner, Superintendent  
Elsie Schiro, Chief Financial Officer  
Kyle Davie, Chief Technology Officer  
Lori Boswell, Senior Officer, Budget and Finance  
Michelle Beck, Controller  
Steve Shepherd, Chief Internal Auditor  
Dawn Cockfield, Audit Administrative Assistant

**Others Present**

**2. ACTION ITEMS**

**A. Approve Minutes of February 28, 2017 meeting**

Dr. Sutherland requested a correction to be made to the February 28, 2017 minutes. The correction will be made and the minutes will be presented for approval at the next Audit Committee meeting.

**B. External Audit**

Dr. Sutherland made a motion that the Audit Committee recommend to the board that a new RFP would be issued for External Audit. This motion received no second, and no vote was taken.

**3. DISCUSSION ITEMS**

**A. IT Audit Completion**

Mr. Shepherd explained that under normal circumstances this report would have been published within the 3 week time frame stated at the last meeting. After the last meeting, new information was submitted to Internal Audit that required additional work to be done in order to complete the audit. The IT Department and the Department of District Operations agreed for part of the responsibility for the surplus process to be shifted from IT to District Operations. This development caused a delay in reporting in order to give District Operations time to provide a response to the Audit findings and recommendations.

**B. Clarification of Scope of External IT Audits and Internal Audits**

Mr. Shepherd mentioned that there have been 4 IT Audits planned and conducted in the last 2 years, 3 by Internal Audit and 1 by the Superintendent. The first was an IT Risk Assessment Audit. The report for this audit was released to the Board last year. The IT Inventory Audit has been conducted this year and is awaiting final response for reporting to be completed. An IT General Controls Audit is also in the Audit Plan to be conducted this year. The IT Performance Audit will be performed by Dr. Scribner and will use a consultant.

**4. Agenda Items, Date, and Time for Next Meeting**

The next Audit Committee meeting schedule is to be determined

**5. COMMENTS on Audits, Agenda Items, Recognition**

None

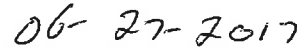
**6. ADJOURN**

Dr. Sutherland adjourned the meeting at 4:43p.m. Minutes recorded by Dawn Cockfield.

**Attest:**



\_\_\_\_\_  
Audit Committee Chair



\_\_\_\_\_  
Date

**ACTION AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE LONE STAR GOVERNANCE QUARTER TWO SELF EVALUATION**

**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 Quarter Two Self Evaluation.
2. Decline to Approve Lone Star Governance Quarter Two Self Evaluation.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Lone Star Governance Quarter Two Self Evaluation.

**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 Quarter Two Self Evaluation 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

## Implementation Integrity Instrument - Fort Worth ISD

### Quarter Two Self-Evaluation

	Does Not Meet Focus	Begins Focus	Approaches Focus	Meets Focus	Masters Focus	Total
Points	0	1	4	12	15	
Vision 1 Page 40				<b>X</b>		<b>12</b>

	Does Not Meet Focus	Begins Focus	Approaches Focus	Meets Focus	Masters Focus	Total
Points	0	1	4	12	15	
Vision 2 Page 41				<b>X</b>		<b>12</b>

	Does Not Meet Focus	Begins Focus	Approaches Focus	Meets Focus	Masters Focus	Total
Points	0	1	3	9	10	
Vision 3 Page 42			<b>X</b>			<b>3</b>

	Does Not Meet Focus	Begins Focus	Approaches Focus	Meets Focus	Masters Focus	Total
Points	0	0.5	1	4	5	
Vision 4 Page 43				<b>X</b>		<b>4</b>

	Does Not Meet Focus	Begins Focus	Approaches Focus	Meets Focus	Masters Focus	Total
Points	0	1	4	12	15	
Accountability 1 Page 44		<b>X</b>				<b>1</b>

	Does Not Meet Focus	Begins Focus	Approaches Focus	Meets Focus	Masters Focus	Total
Points	0	0.5	1	4	5	
Accountability 2 Page 45						<b>0</b>

	Does Not Meet Focus	Begins Focus	Approaches Focus	Meets Focus	Masters Focus	Total
Points	0	1	4	12	15	
Structure Page 46			<b>X</b>			<b>4</b>

	Does Not Meet Focus	Begins Focus	Approaches Focus	Meets Focus	Masters Focus	Total
Points	0	1	3	9	10	
Advocacy Page 47						<b>0</b>

	Does Not Meet Focus	Begins Focus	Approaches Focus	Meets Focus	Masters Focus	Total
Points	0	1	3	9	10	
Unity Page 48				<b>X</b>		<b>9</b>

## Quarterly Board Progress Tracker

Section	Baseline	First Quarter	Current Quarter - Second Quarter	Total Points Earned To Date (1st Qtr & 2nd Qtr)	Next Quarter Targets - Third Quarter	Total Points Possible
Vision 1	0	12		12		15
Vision 2	0	12		12		15
Vision 3	0		3	3	6	10
Vision 4	0		4	4		5
Accountability 1	0		1	1		15
Accountability 2	0			0		5
Structure	0	1	3	4	8	15
Advocacy	0			0	1	10
Unity	0		9	9	1	10
<b>Total</b>	<b>0</b>	<b>25</b>	<b>20</b>	<b>45</b>	<b>16</b>	<b>100</b>

### Affirmations

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

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

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# TEA Lone Star Governance

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Texas Framework  
Board Meeting  
July 18, 2017



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

## Texas Framework: Vision – Accountability – Structure – Advocacy - Unity






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One of the requirements of the Texas Framework is that the Board is self-evaluating each quarter in pursuit of continuous improvement using the implementation integrity instrument. The following slides highlight what the Board has accomplished during Quarter One and the Second Quarter.






- Green indicates what was completed during Quarter One
- Tan indicates what has been completed during the second quarter (June 30, 2017)
- Yellow indicates new language TEA has added since January of 2017

# TEXAS FRAMEWORK: VISION






**VISION 1:** The Board works collaboratively with the Superintendent to develop the vision and student outcome goals

Does Not Meet Focus 	0	Begins Focus 	1	Approaches Focus 	4	Meets Focus 	12	Masters Focus 	15
<p>The Board does not meet focus if any of the following conditions are true:</p>		<p>The Board begins to focus if all of the following conditions are true:</p>		<p><b>And...</b></p>		<p><b>And...</b></p>		<p><b>And...</b></p>	
<p>The Board does not have a vision.</p> <p>The Board does not have goals.</p> <p>The Board does not consistently distinguish between <b>inputs</b> (resources and activities invested in a particular program or strategy; usually knowable at the beginning of a cycle; a measure of effort applied), <b>outputs</b> (the result of a particular set of inputs; usually knowable in the midst of a cycle; a measure of the implementation of the program or strategy), and <b>outcomes</b> (the impact of the program or strategy; usually knowable at the end of a cycle; a measure of the effect on the intended beneficiary).</p>		<p>The Board has a Board-adopted vision statement.</p> <p>The Board has Board-adopted goals.</p> <p>The Board owned the vision development process while working collaboratively with the Superintendent.</p> <p>The Board owned the goals development process while working collaboratively with the Superintendent.</p> <p>The Board has adopted no fewer than 1 and no more than 5 goals. Three is the recommended number.</p>		<p>Each goal describes a <b>baseline</b> (current state), a <b>target</b> (future state), a <b>population</b> (which students will be impacted), and a <b>deadline</b> (date by when the current state will equal the future state). (e.g. "[population]'s ability to demonstrate [measure] is currently at [baseline] and will be at [target] by [deadline]" or "The number of high performing campuses will increase from [baseline] to [target] by [deadline]" )</p> <p>The deadline for each goal to reach target is no fewer than 3 years away. No more than 5 years are recommended.</p> <p>The Board has adopted an annual target for each goal in addition to its deadline target. These are not GPMs.</p>		<p>The goals are all <b>student outcome goals</b> (they all describe what students know or are able to do) as distinct from adult inputs, adult outputs, student inputs, and student outputs.</p> <p>All Trustees and the Superintendent agree that the student outcome goals are all <b>SMART</b> (specific, measurable, attainable, results-focused, time-bound), will challenge the organization, and will require adult behavior change.</p> <p>The Board relied on a root cause analysis, comprehensive student needs assessment, and/or similar research-based tool to inform identification of and prioritization of potential student outcome goals.</p>		<p>Students, families, teachers, and community members were involved in the vision and student outcome goals development process in such a manner that there is broad community acceptance of the Board's vision and student outcome goals.</p> <p>All Trustees have committed the vision and student outcome goals to memory and know, at all times, the current status of each student outcome goal.</p>	

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VISION 2: The Board has adopted goal progress measures (GPMs) aligned to each student outcome goal									
Does Not Meet Focus 	0	Begins Focus 	1	Approaches Focus 	4	Meets Focus 	12	Masters Focus 	15
<p><i>The Board does not meet focus if any of the following conditions are true:</i></p> <p>The Board does not have <b>goal progress measures (GPMs)</b> (specific graph-plottable indicators used to determine if the goal is likely to be met or not).</p> <p>The Board is treating annual targets for the student outcome goals as if they are GPMs (annual targets for student outcome goals are never goal progress measures).</p>		<p><i>The Board begins to focus if all of the following conditions are true:</i></p> <p>The Board has Board-adopted GPMs for each student outcome goal.</p> <p>The Superintendent owned the GPM development process while working collaboratively with the Board.</p> <p>The current statuses of the GPMs that were adopted are able to be updated multiple times during each school year.</p>		<p><b>And...</b></p> <p>Each GPM includes a baseline, a target, a population, and a deadline. (e.g. "Percent and/or number of [population]'s [measure] currently at [baseline] will be [target] by [deadline]" or "Percent of students completing algebra by the end of 9th grade will grow from [baseline] to [target] by [deadline]" )</p> <p>The deadline for each GPM to reach target is no more than 5 years away. One to three year GPM deadlines are recommended.</p> <p>The Board has adopted an annual target for each GPM in addition to its deadline target.</p> <p>The Board has adopted no fewer than 1 and no more than 3 GPMs for each student outcome goal.</p>		<p><b>And...</b></p> <p>The GPMs are all student outputs or student outcomes, as distinct from adult inputs, adult outputs, and student inputs. GPMs are most commonly student outputs.</p> <p>All Trustees and the Superintendent agree that the GPMs are all SMART.</p> <p>All Trustees and the Superintendent agree that the GPMs are all predictive of their respective student outcome goals, and are influenceable by the Superintendent. Predictive suggests that there is some evidence of a correlation between the progress measure and the goal. Influenceable suggests that the Superintendent has authority over roughly 80% of whatever the progress measure is measuring.</p>		<p><b>And...</b></p> <p>Students, families, teachers, and community members were involved in the GPM development process in such a way that there is broad community acceptance of the Board's GPMs.</p>	






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VISION 3: The Board has adopted a vision for what student outcomes will be and has adopted constraints aligned with that vision											
Does Not Meet Focus 	0	Begins Focus 	1	Approaches Focus 	3	Meets Focus 	9	Masters Focus 	10		
<p><i>The Board does not meet focus if any of the following conditions are true:</i></p> <p>The Board does not have a vision.</p> <p>The Board does not have <b>constraints</b> (specific prohibitions on Superintendent authority that are aligned with the vision and grounded in community values).</p>		<p><i>The Board begins to focus if all of the following conditions are true:</i></p> <p>The Board has a Board-adopted vision statement.</p> <p>The Board has Board-adopted constraints.</p> <p>The Board owned the vision development process while working collaboratively with the Superintendent.</p> <p>The Board owned the constraint development process while working collaboratively with the Superintendent.</p> <p>The Board has adopted no fewer than 1 and no more than 5 constraints. Three is the recommended number.</p>		<p><b>And...</b></p> <p>Each constraint describes a single operational action or class of actions the Superintendent may not use or allow. (e.g. "Do not allow hiring criteria at low performing campuses to require less than 2 years of in-role experience and/or demonstrated effectiveness at improving student outcomes" or "Do not allocate resources/funds in a manner that disadvantages students in low performing campuses" or "Do not allow the number of students in low performing campuses to increase or remain the same")</p>			<p><b>And...</b></p> <p>All Trustees and the Superintendent agree that the constraints are all SMART, will challenge the organization, and will require adult behavior change.</p> <p>Separate from the constraints on the Superintendent's authority, the Board has adopted 3 to 5 self-constraints on its own behavior and self-evaluates against one of them each month.</p>		<p><b>And...</b></p> <p>References to research that suggests alignment with the vision are cited for constraints where appropriate.</p> <p>The Board, in collaboration with the Superintendent, has adopted one or more <b>theories of action</b> (high level strategic constraints to which all District inputs and outputs must be aligned; they do not have CPMs) to drive overall strategic direction. Research has been cited for each theory of action.</p> <p>Students, families, teachers, and community members were involved in the vision and constraint development process in such a manner that there is broad community acceptance of the Board's vision and constraints.</p>		

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**VISION 4:** The Board has adopted constraint progress measures (CPMs) aligned to each constraint.






Does Not Meet Focus 	0	Begins Focus 	.5	Approaches Focus 	1	Meets Focus 	4	Masters Focus 	5
<p><i>The Board does not meet focus if any of the following conditions are true:</i></p> <p>The Board does not have <b>constraint progress measures</b> (CPMs) (specific graph-plottable indicators used to determine if the constraint is likely to be avoided or not.</p>	<p><i>The Board begins to focus if all of the following conditions are true:</i></p> <p>The Board has Board-adopted CPMs for each constraint.</p> <p>The Superintendent owned the CPM development process while working collaboratively with the Board.</p> <p>The current statuses of the CPMs that were adopted are able to be updated multiple times during each school year.</p>	<p><b>And...</b></p> <p>Each CPM describes a baseline, a target, and a deadline. (e.g. "Percent of teachers teaching at low performing campuses who are first year teachers will decline from [baseline] to [target] by [deadline]" or "Percent of campuses funded using an equitable student-based budgeting formula will increase from [baseline] to [target] by [deadline]" )</p> <p>The Board has adopted no fewer than 1 and no more than 3 CPMs for each constraint.</p> <p>The deadline for each CPM to reach target is no more than 5 years away. One to three year CPM deadlines are recommended.</p> <p>The Board has adopted an annual target for each CPM in addition to its deadline target.</p>	<p><b>And...</b></p> <p>All Trustees and the Superintendent agree that the CPMs are all SMART.</p> <p>All Trustees and the Superintendent agree that the CPMs are all predictive of their respective constraints, and are influenceable by the Superintendent. Predictive suggests that there is some evidence of a correlation between the progress measure and the constraint. Influenceable suggests that the Superintendent has authority over roughly 80% of whatever the progress measure is measuring.</p>	<p><b>And...</b></p> <p>Students, families, teachers, and community members were involved in the CPM development process in such a manner that there is broad community acceptance of the Board's CPMs.</p> <p>The Board has adopted no fewer than 1 and no more than 3 Board self-constraint progress measures (SCPMs) for each of the self-constraints the Board adopted.</p>					

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# TEXAS FRAMEWORK: ACCOUNTABILITY

**ACCOUNTABILITY 1:** The Board invests at least half of its time focusing on its vision and student outcome goals

Does Not Meet Focus 	0	Begins Focus 	1	Approaches Focus 	4	Meets Focus 	12	Masters Focus 	15
<p><i>The Board does not meet focus if any of the following conditions are true:</i></p>	<p><i>The Board begins to focus if all of the following conditions are true:</i></p>	<p><b>And...</b></p>		<p><b>And...</b></p>		<p><b>And...</b></p>			
<p>The Board does not have student outcome goals, GPMs, constraints, CPMs, or annual targets.</p> <p>The Board does not have a <b>monitoring calendar</b> (a Board-adopted multi-year schedule that describes the months during which student outcome goals, constraints, and progress measures are reported to the Board).</p> <p>The Board does not track its use of time in <b>Board-authorized public meetings</b> (any non-privileged meeting authorized by the Board or Board president including, but not limited to, Board workshops, Board hearings, Board committees. Some statutorily required hearings are exempted from this definition).</p>	<p>The Board has a Board-adopted monitoring calendar.</p> <p>The Board has received a <b>monitoring report</b> (a report that evidences to the Board whether or not reality matches the adopted student outcome goals, constraints, and progress measures). A monitoring report must contain 1) the goal/constraint being monitored, 2) the measures showing the previous three reporting periods, the current reporting period, and the annual and deadline targets, 3) the Superintendent's evaluation of performance (not met, approaching, meeting, mastering), and 4) supporting documentation that evidences the evaluation and describes any needed next steps.</p>	<p>The Superintendent owned the monitoring calendar development process while working collaboratively with the Board.</p> <p>The Board's monitoring calendar spans no fewer than 18 months. The recommended span is 24-36 months.</p> <p>Of the total minutes spent in Board-authorized public meetings, no fewer than 25% are invested in either setting student outcomes goals and constraints, or <b>progress monitoring</b> (a process that includes the Board receiving monitoring reports on the timeline indicated by the monitoring calendar, discussing them, and voting to accept or not accept them).</p>		<p>Of the total minutes spent in Board-authorized public meetings, no fewer than 25% are invested specifically in progress monitoring the Board's student outcome goals.</p> <p>No more than two student outcome goals are monitored per month.</p> <p>Every student outcome goal is monitored at least four times per year.</p> <p>Every constraint is monitored at least once per year.</p>		<p>Of the total minutes spent in Board-authorized public meetings, no fewer than 50% are invested in progress monitoring the Board's student outcome goals.</p> <p>The Board's monitoring calendar spans across the Board's student outcome goals' 3 to 5 year deadlines.</p> <p>The student outcome goals, constraints, and annual targets have not been changed since the monitoring calendar was adopted unless 1) 24 months has passed, or 2) the goal/constraint has been met -- whichever is longer.</p>			

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**ACCOUNTABILITY 2:** The Board measures and communicates, but does not interfere in, progress toward the vision and student outcome goals

Does Not Meet Focus 	0	Begins Focus 	.5	Approaches Focus 	1	Meets Focus 	4	Masters Focus 	5
<p><i>The Board does not meet focus if any of the following conditions are true:</i></p> <p>Any individual Trustee does not know whether or not the District is in low performing status and, if it is, for how long.</p> <p>Any individual Trustee does not know whether or not there are low performing campuses and, if there are, how many.</p> <p>The Board does not schedule each student outcome goal to be progress monitored at least four times per year on its monitoring calendar.</p> <p>The Board does not schedule each constraint to be progress monitored at least once per year on its monitoring calendar.</p>		<p><i>The Board begins to focus if all of the following conditions are true:</i></p> <p>The Board has been provided copies of -- but did not vote to approve / disapprove -- the Superintendent's plan(s) for implementing the Board's student outcome goals and ensured that the plan included both an implementation timeline and implementation integrity measures.</p> <p>The most recent Board self-evaluation took place no more than 12 months ago using this instrument or a research-aligned instrument.</p> <p>The most recent Superintendent evaluation took place no more than 12 months ago.</p> <p>The most recent Board self-evaluation took place no more than 45 days prior to the most recent Superintendent evaluation.</p>		<p><b>And...</b></p> <p>The most recent Board self-evaluation evaluated the Board in part based on the results of student outcome goals.</p> <p>The most recent Superintendent evaluation evaluated the Superintendent in part based on the results of student outcome goals.</p> <p>All Trustees have completed a training that covered the state's accountability system and agree that they understand the system.</p> <p>The Board tracks the average quarterly cost of staff time spent on governance. This includes the time of any staff members spent preparing for, attending, and debriefing after meetings. This includes all Board-authorized public meetings as well as all closed sessions and all hearings.</p>		<p><b>And...</b></p> <p>The Superintendent's annual evaluation is based only on the Board-adopted student outcome goals and constraints, using data reported as scheduled via the Board's monitoring calendar.</p> <p>The Board considers Superintendent performance as indistinguishable from District performance.</p> <p>The Board created a self-constraint concerning the cost of staff time spent on governance.</p>		<p><b>And...</b></p> <p>The Board self-evaluates using this implementation integrity instrument quarterly.</p> <p>The Board modifies its student outcome goals, GPMs, constraints, CPMs, and monitoring calendar no more than once during any 12 month period. The recommended minimum amount of time between modifications is 24-36 months.</p>	

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# TEXAS FRAMEWORK: STRUCTURE






**Structure:** The Board delegates to the Superintendent operational authority to accomplish the vision and student outcome goals

Does Not Meet Focus 	0	Begins Focus 	1	Approaches Focus 	4	Meets Focus 	12	Masters Focus 	15
<i>The Board does not meet focus if any of the following conditions are true:</i>		<i>The Board begins to focus if all of the following conditions are true:</i>		<b>And...</b>		<b>And...</b>		<b>And...</b>	
<p>Trustees did not receive the final version of the materials to be voted on at least three calendar days in advance of the Board-authorized public meeting during which the materials would be considered.</p>		<p>The Board tracks its use of time in Board-authorized meetings, categorizing every minute used as follows:</p> <ul style="list-style-type: none"> <li>- <b>Goal Setting:</b> selecting student outcome goals, GPMs, and/or targets</li> <li>- <b>Goal Monitoring:</b> progress monitoring student outcome goals</li> <li>- <b>Constraint Setting:</b> selecting constraints, CPMs, theories of action, and/or targets</li> <li>- <b>Constraint Monitoring:</b> progress monitoring constraints</li> <li>- <b>Leadership Evaluation:</b> Board self-evaluations and Superintendent evaluations</li> <li>- <b>Voting:</b> debating and voting on any item (these activities are never a form of "monitoring")</li> <li>- <b>Community Engagement</b></li> <li>- <b>Other</b></li> </ul>		<p>All <b>consent-eligible items</b> (includes but is not limited to personnel actions, contract renewals, previous meeting minutes, policy updates, construction amendments, non-monitoring administrative reports, committee reports, enrollment updates, regular financial reports where financial activities remained within budgetary parameters) were placed on the consent agenda and more than three quarters of the items were voted on using a consent agenda.</p>		<p>There are no more than 4 Board-authorized public meetings per month and none lasts more than 3 hours.</p> <p>The Board schedules no more than 5 topics during any one Board-authorized public meeting.</p>		<p>There are no more than 3 Board-authorized public meetings per month and none lasts more than 2 hours.</p> <p>The Board schedules no more than 3 primary topics for discussion during any Board-authorized public meeting.</p>	
<p>There were more than 5 Board-authorized public meetings in a month.</p>						<p>The Board has reviewed its local policies and has voted to remove policies regarding district operations that are neither required by law nor an appropriate exercise of the Board's oversight authority as defined by the Board's adopted constraints. The review addressed operational directives in all "local" policies in the C-G series, and Board-adopted "exhibit" policies, and any components unrelated to Board operating procedures that may be in the B series.</p>		<p>Trustees received the final version of the materials to be voted on at least seven calendar days in advance of the Board-authorized public meeting during which the materials would be considered.</p>	
<p>Any meeting of the Board lasted more than 10 hours.</p>								<p>No edits are made to the Board's regularly scheduled meeting agenda during the meeting or during the three business days prior to the meeting unless a state of emergency has been declared.</p>	
<p>Any Trustee agrees that their first loyalty is owed to the staff or to vendors, rather than to the community, the vision, and to improving student outcomes.</p>									

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# TEXAS FRAMEWORK: ADVOCACY

**Advocacy:** The Board promotes the vision






Does Not Meet Focus 	0	Begins Focus 	1	Approaches Focus 	3	Meets Focus 	9	Masters Focus 	10
<p><i>The Board does not meet focus if any of the following conditions are true:</i></p> <p>The Board has not arranged for any <b>Trustee-led</b> community engagement activities during the previous 12 month period beyond public comments during regularly scheduled Board meetings and/or statutorily required hearings.</p>	<p><i>The Board begins to focus if all of the following conditions are true:</i></p> <p>The Board has a two-way communication system in place where <b>Trustees</b>, at least once per year, listen for and discuss the vision and values of their students.</p> <p>The Board has a two-way communication system in place where <b>Trustees</b>, at least once per year, listen for and discuss the vision and values of their families, staff, and community members.</p>	<p><b>And...</b></p> <p><b>Trustees</b> have hosted a community meeting to discuss progress toward student outcome goals at each feeder pattern with low performing campuses during the previous 12 month period. [ Meetings to accomplish this objective do not have to be counted as part of the total of Board-authorized public meetings or minutes. ]</p> <p>The Board has provided time during regularly scheduled Board-authorized public meetings to recognize the accomplishments of its students and staff regarding progress on student outcome goals.</p>		<p><b>And...</b></p> <p>The Board has hosted and the Trustees have led or co-led at least one training on Lone Star Governance for its community during the previous 6 month period. [ Meetings to accomplish this objective do not have to be counted as part of the total of Board-authorized public meetings or minutes. ]</p> <p>The Board has displayed and keeps updated the status and targets of all student outcome goals, GPMs, constraints, and CPMs permanently and publicly in the room in which the Board most frequently holds regularly scheduled Board meetings.</p>		<p><b>And...</b></p> <p>Trustees included students in at least one of the Lone Star Governance trainings during the previous 12 month period.</p> <p>Prior to being elected, all newly elected Trustees received training on Lone Star Governance from fellow Trustees on their Board or from a TEA-certified Lone Star Governance facilitator.</p>			

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# TEXAS FRAMEWORK: UNITY

**Unity:** The Board works collaboratively with the Superintendent to lead the District toward the vision and student outcome goals

Does Not Meet Focus 	0	Begins Focus 	1	Approaches Focus 	3	Meets Focus 	9	Masters Focus 	10
<p><i>The Board does not meet focus if any of the following conditions are true:</i></p>	<p><i>The Board begins to focus if all of the following conditions are true:</i></p>	<p><b>And...</b></p>			<p><b>And...</b></p>			<p><b>And...</b></p>	
<p>The Board has not adopted policies that establish Board operating procedures.</p>	<p>Once annually, the Board affirms that is has reviewed all policies governing Board operating procedures.</p>	<p>Attendance for all Trustees at Board-authorized public meetings was over 70% during the previous 3 month period.</p>			<p>Attendance for all Trustees at Board-authorized public meetings was equal to or greater than 80% during the previous 3 month period.</p>			<p>The Board received a certificate of completion (all Trustees and the Superintendent attended the entirety of both days together) from TEA for the Lone Star Governance workshop.</p>	
<p>The Board was not able to achieve a quorum for at least two Board-authorized public meetings during the previous 3 month period.</p>	<p>The Board has a policy that contains a template Ethics &amp; Conflicts of Interest Statement and all Trustees have signed with statement during the previous 12 month period.</p>	<p>The Board was able to achieve a quorum at all Board-authorized public meetings during the previous 12 month period.</p>			<p>All Trustees have completed all statutorily required trainings.</p>			<p>Each quarter, the Board unanimously agreed that all Trustees adhered to all policies governing Board operating procedures during the previous 3 month period.</p>	
<p>A Trustee voted on an item for which they had a conflict of interest, as defined by law, during the previous 3 month period.</p>	<p>All Trustees understand that if the Board has committees, their role is only to advise the Board, not to advise the staff.</p>	<p>The Board has set the expectation that information provided by the Superintendent to one Trustee is provided to all Trustees.</p>			<p>The Board completed the most recent Quarterly Board Progress Tracker and a super majority of the Board voted to approve it.</p>			<p>The Board completed the most recent Quarterly Board Progress Tracker and the Board unanimously voted to approve it.</p>	
<p>Trustees serve on committees formed by the Superintendent or staff.</p>	<p>All Trustees understand that Board officers' role is to advise the Board, not to advise the staff.</p>	<p>The Board completed the most recent Quarterly Board Progress Tracker and voted to approved it.</p>			<p>All Trustees agree that they are responsible for the outcomes of all students, not just students in their region of the District.</p>			<p>All Trustees agree that none of the Trustees have given operational advice or instructions to staff members.</p>	
<p>The Board has not voted to approve any Quarterly Board Progress Trackers.</p>	<p>The Board is self-evaluating each quarter in pursuit of the continuous improvement timeline.</p>								

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**ACTION AGENDA ITEM  
BOARD MEETING  
July 18, 2017**

**TOPIC: APPROVE WAIVER TO BOARD POLICY EHBG (LOCAL) "SPECIAL PROGRAMS: PREKINDERGARTEN"**

**BACKGROUND:**

Policy reflects that the District does not provide transportation to prekindergarten classes. Currently, transportation is provided to students who attend prekindergarten at Western Hills Primary School and M.G. Ellis Primary School. Therefore, Administration is requesting a waiver to this policy to continue to provide transportation for the prekindergarten students at both of these campuses for the 2017-2018 school year.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Waiver To Board Policy EHBG (Local) "Special Programs: Prekindergarten"
2. Decline to Approve Waiver To Board Policy EHBG (Local) "Special Programs: Prekindergarten"
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Waiver To Board Policy EHBG (Local) "Special Programs: Prekindergarten"

**FUNDING SOURCE**

*Additional Details*

General Fund

**COST:**

\$46,700.00

**VENDOR:**

NA

**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**

Western Hills Primary School  
M.G. Ellis Primary School

**RATIONALE:**

The District has provided transportation services to prekindergarten students who attend Western Hills Primary and M.G. Ellis Elementary Schools. The District would like to continue to provide services to these two schools.

**INFORMATION SOURCE:**

Art Cavazos  
Shirley Morris