

*Board of Education  
Regular Meeting  
June 27, 2017*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on June 27, 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. **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
  - B. Public Comment on the 2017-2018 Budget and Proposed Tax Rate for the General Fund, Debt Service Fund and Child Nutrition Fund
4. **CLOSE PUBLIC HEARING**
5. **RECOGNITIONS**
  - A. 6A State Tennis Championships
6. **PUBLIC COMMENT**
7. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
8. **DISCUSSION OF AGENDA ITEMS**
9. **CONSENT AGENDA ITEMS**

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

  - A. Board of Education Meeting Minutes
    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	14
2. Approve Purchase of Secondary Health Education Materials	27
3. Approve 2017-2018 Allocations for Fort Worth After School (FWAS) Full Service Providers (Local Funds)	32
4. Approve 2017-2018 Allocations for Fort Worth After School (FWAS) Full Service Providers (Special Revenue Funds)	35
5. Approve 2017-2018 Allocations for Fort Worth After School (FWAS) Partial Service Providers (Local and Special Revenue Funds)	38
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	41
C. Approval of Final 2016-2017 Budget Amendment for the General Fund, Debt Service Fund, and Child Nutrition Fund	45
D. Approve Memorandum of Understanding Regarding Omnibus Truancy Reform Bill Per Texas Education Code Section 25.0916	53
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	72
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 2017-1018 School Year	86
G. Approve Memorandum of Understanding Between Fort Worth ISD and Rainwater Charitable Foundation	96
H. Approve Memorandum Of Understanding Regarding Retired Senior Volunteer Program (RSVP) - Cornerstone Assistance Network	104
I. Approve Fort Worth ISD and Child Care Associates/Head Start Memorandum of Understanding	114
J. Approve Teaching Trust Program Participation Agreement	137
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	146
L. Approve Agreement with Tarrant County College District for Architectural Services Regarding TABS	158
M. Approve First Amended Memorandum of Understanding Between Fort Worth ISD Education Foundation and Fort Worth Independent School District (ISD)	163
N. Approve First Reading - Revisions to Board Policy CB (LOCAL), CDC (LOCAL), CL (LOCAL), FB (LOCAL), and FDC (LOCAL)	175
O. Approve Second Reading (TASB Updates) - Revision to Board Policy BBE (LOCAL) and BEF (LOCAL)	210
P. Approve Budget Amendment and Purchase of Furniture, Fixtures and Equipment (FF&E) for the 2013 Capital Improvement Program	219

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	225
R. Approve the Minutes from the May 30, 2017 Board Policy Committee Meeting	231
S. Approve the Minutes for the March 6, 2017, March 27, 2017, April 24, 2017 and May 8, 2017 Racial Equity Committee Meetings	235
T. Approve FWISD Board Committees for the 2017-2018 School Year	250
<b>10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION</b>	
<b>11. EXECUTIVE SESSION</b>	
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)	
<b>12. RECONVENE IN REGULAR SESSION - BOARD ROOM</b>	
<b>13. ACCEPT CONSENT AGENDA</b>	
<b>14. ACTION ITEMS</b>	
A. Item/Items Removed from Consent Agenda	
B. Personnel	
<b>15. REPORTS/PRESENTATIONS</b>	
A. Facility Master Plan First Reading	
<b>16. ACTION AGENDA ITEMS</b>	
A. Approve the Adoption of Proposed 2017-2018 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund	274
B. Approve the First Reading of FWISD Facility Master Plan	280

C. Approve Superintendent to Negotiate and Make an Original Offer for School Property West of South Hulen St. and Within Tanglewood Elementary School Boundary	282
D. Approve the Lone Star Governance Monitoring Calendar	284
E. Approve the Lone Star Governance Board Constraints	287

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

**18. ADJOURN**

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 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 13, 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 8, 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 8, 2017 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING JUNE 13, 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 8, 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 8, 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. Tobi Jackson called the meeting to order at 5:31 p.m.

The following Board Members were present:

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

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Sherry Breed, Chief of Equity & Excellence  
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. RECOGNITIONS

A. LTC Richard Crossley Named Army Instructor of the Year

Clint Bond made this introduction.

3. PUBLIC COMMENT

Speakers:

Steven Poole

Scott Blanco-Davis

Rosie Hernandez

Janet Cox

Malik Austin

Carlos Turcios

Juan Turcios

Michelle Cortes

Alejandra Cordoba

Flor Cabral

Reina Martinez

Maria Elena Estrada

Lilia Padilla

Lea Rodriguez

Yanet Zarco

Imelda Valdez

Veronica Canchola

Yaset Soto

Sandra Hudson

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

The meeting was recessed at 6:27 p.m. and reconvened at 6:33 p.m.

5. DISCUSSION OF AGENDA ITEMS

There was no discussion.

6. 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. May 16, 2017 - Special Meeting/Board Workshop
  - 2. May 23, 2017 - Regular Meeting
  
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
  - 1. Approve the Contracted Services for Occupational, Physical, Speech, and Music Therapy (Related Services for Students with Special Needs)
  - 2. Approve Transportation Facility Renovation and Addition
  - 3. Approve Installation of New Cupola at South Hi Mount Elementary School
  - 4. Approve the Purchase of Technology Equipment and Services for Six Elementary Schools as Identified in the 2013 Capital Improvement Program (CIP)
  - 5. Approve the Purchase of Technology Equipment and Services for Three Middle Schools as Identified in the 2013 Capital Improvement Program (CIP)
  - 6. Approve the Purchase of Technology Equipment and Services for Three High Schools as Identified in the 2013 Capital Improvement Program (CIP)
  
- C. Approval of Budget Amendment for the Period Ended May 13, 2017
  
- D. Approval of Resolution to Approve the Sale of Certain Real Property and Tax Resale Deed for the Tax Foreclosed Property Located at 3937 Frisco Avenue, City of Forest Hill
  
- E. Approve Agreement with Tarrant County for the Collection of Property Taxes
  
- F. Approve the Purchase of Property, Flood, Fleet, General Liability, Fidelity and UIL Insurance and Approval to Set Aside Reserves to Pay Deductibles
  
- G. Approve First Reading (TASB Updates) - Revisions to Board Policy BBE (Local) and BEF (Local)

- H. Approve Budget Amendment for Bid Package 015 to Restore Unused Program Contingency in the 2013 Capital Improvement Program
  - I. Approve Budget Amendment and Scope Adjustment for TEA 006 Eastern Hills High School in the 2013 Capital Improvement Program
  - J. Approve the 2013 Capital Improvement Program Budget Amendment Transferring Funds from Completed Projects to Program Contingency
  - K. Approve Budget Increase for Bid Package 012 (RFCSP 17-005) in the 2013 Capital Improvement Program
  - L. Approve Budget Increase for Bid Package 043 in the 2013 Capital Improvement Program
  - M. Approve Budget Amendment to Increase Budget for TEA 003 and TEA 014 from Program Contingency in the 2013 Capital Improvement Program
  - N. Approve the Minutes from the April 25, 2017 Board Policy Committee Meeting
  - O. Approve the Minutes for the February 14, 2017 Facilities Master Plan Committee Meeting
7. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
8. EXECUTIVE SESSION
- A. Seek the Advice of its Attorneys Concerning Pending or Contemplated Litigation or Other Matters that are Exempt from Public Disclosure Under Article X, Section 9 of the Texas State Bar Rules and as Authorized by Section 551.071 of the Texas Government Code.
    - 1. Update of Board Policy DEC (LOCAL)
    - 2. Duties of Exempt Employees
    - 3. Legal Review Regarding the District's Athletic Program
  - B. Personnel Matters (Section 551.074)
    - 1. Directors for School Leadership

2. Campus Administrator Appointments

C. Security Implementation (Section 551.076)

D. Real Property (Section 551.072)

9. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 6:48 p.m.

10. ACCEPT CONSENT AGENDA

Motion was made by Jacinto Ramos, seconded by Ashley Paz, to approve CONSENT AGENDA.

The motion was unanimously approved.

11. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

Motion was made by Ashley Paz, seconded by T.A Sims, to approve Personnel Appointments.

The motion was unanimously approved.

12. REPORTS/PRESENTATIONS

A. 2016-2017 Budget Update and 2017-2018 Preliminary Budget

Mrs. Schiro gave the presentation.

13. ACTION AGENDA ITEMS

A. Nomination of Representative to Serve on the Texas Association of School Boards (TASB) Board of Directors

Motion was made by Judy Needham, seconded by T.A Sims, to approve Nomination of Representative, Christene Moss, to Serve on the Texas Association of School Boards (TASB) Board of Directors.

The motion was unanimously approved.

B. Approve Appointment(s) to the Audit Committee

Motion was made by Ashley Paz, seconded by T.A Sims, to approve Appointment(s) to the Audit Committee; Anael Luebanos, Norman Robbins and Judy Needham as the Alternate.

The motion was unanimously approved.

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

Meeting was recessed for the Board to reconvene in executive session at 7:50 p.m.

15. ADJOURN

The meeting was adjourned at 9:22 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  
June 27, 2017**

**TOPIC: APPROVAL OF THE REVIEW 360, RTI-RESPONSE TO INTERVENTION/PBIS-POSITIVE BEHAVIOR INTERVENTION SUPPORT SOLUTIONS**

**BACKGROUND:**

For the past 4 years FWISD has contracted with Review 360 Behavior Solutions. R360 is a web-based positive behavior management system across multiple tiers of intervention. The R360 RTI/Positive Behavior Interventions and Supports (PBIS) Solution focuses on Tier 1 interventions that can be used by teachers with all students at all grade levels to reduce the occurrence of problem behaviors in the classroom. It provides teacher training modules to address and improve classroom and school wide behavioral outcomes. Administrator Modules are designed to assist school leadership by providing a framework for the implementation PBIS. A one year renewal of R360 Solutions behavior management software system is requested to meet the districts behavioral intervention and management needs.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Review 360, RTI-Response to Intervention/PBIS-Positive Behavior Intervention Support Solutions
2. Decline to Approve Review 360, RTI-Response to Intervention/PBIS-Positive Behavior Intervention Support Solutions
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Review 360, RTI-Response to Intervention/PBIS-Positive Behavior Intervention Support Solutions

**FUNDING SOURCE**

*Additional Details*

General Fund

199-31-6399-04K-999-30-208-000000

**COST:**

\$235,833.60

**VENDOR:**

NCS Pearson, Inc.

**PURCHASING MECHANISM**

Sole Source

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases available from only one source. A completed sole source affidavit is attached. 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**

ALL FWISD Schools

**RATIONALE:**

We are requesting a 1 year contract renewal to continue supporting teachers and administrators with positive interventions and supports in the classroom.

**INFORMATION SOURCE:**

Charles Carroll  
Michael Steinert  
Patricia Sutton



## Review360 Proposal – Fort Worth ISD

Single Year Proposal for Implementation  
of the Review360 RtI/PBIS Solution

### One Year License Agreement

Review360 Software License	One Year License
<p>The Review360 RtI/PBIS Solution includes: Content:</p> <ul style="list-style-type: none"> <li>• Online School-wide Professional Development Modules</li> <li>• Online Core Classroom Management Professional Development Modules</li> <li>• Interactive Behavior Intelligence System (Behavior Intervention Strategy Steps and Videos)</li> <li>• Research-Based, Best Practices Strategies for Frequently Identified Behavioral Issues</li> <li>• Implementation Support Materials (Walkthroughs, Templates, Lesson Plans)</li> </ul> <p>Data:</p> <ul style="list-style-type: none"> <li>• Progress Reports and Charts Available at District, School, Teacher and Individual Levels</li> <li>• Universal Screener – Internalizing and Externalizing Factors (Unlimited Usage)</li> <li>• Progress Monitoring for Tiers 2 and 3 (Automated BIP – Behavior Intervention Plan)</li> <li>• Automation of the Office Referral Process (Incident Tracking)</li> <li>• Referral History Information</li> </ul>	<p>Annual License for 84,360 students @ \$3.00 per student</p>
<b>Total – Review360 RtI/PBIS Solution License</b>	<b>\$253,080.00</b>

Implementation Services Pricing			
Service	Quantity	Rate	Total Cost
Level 3 implementation Support <ul style="list-style-type: none"> <li>• Training Preparation</li> <li>• Executive Level Meeting</li> </ul>	1	\$3,000 per year	\$3,000.00
Product Training <ul style="list-style-type: none"> <li>• Maximum participants = 25 per session (2 sessions per day)</li> </ul>	0	\$2,500 per day	0
<b>Total – Implementation Services</b>			<b>\$3,000.00</b>

– Review360 License and Services	
Review360 RtI/PBIS Solution – Annual License	\$253,080.00
Implementation Services – One Year Implementation Support	\$3,000.00
Discount 8%	(\$20,426.40)
<b>Total – Review360 License and Services</b>	<b>\$235,833.60</b>

Review360  
 4119 Montrose Blvd, Suite 500  
 Houston, TX 77006  
 P: 713-965-6941  
 F: 713-965-6943  
 Federal ID No: 41-0850527

**Quote / Proforma Invoice**

Account Number: 1061596  
 Document Number: 70841  
 Document Date: 29-MAR-2017  
 Expiration Date: 31-AUG-2017

Customer: FORT WORTH ISD

Bill To: FORT WORTH ISD  
 100 N UNIVERSITY DR  
 FORT WORTH, TX 76107

Ship To: FORT WORTH ISD  
 100 N UNIVERSITY DR NE 226  
 FORT WORTH, TX 76107

Line	Product	Qty	Units	List Price	Discount %	Amount
1.1	R360G3RNWPBISNS - Review360 Expert Rtl/PBIS No Screener Subscription Renewal June 30, 2017 - June 29, 2018	84360	YEAR	\$3.00		\$253,080.00
2.1	R360G3RNWPBISNS - Review360 Expert Rtl/PBIS No Screener Subscription Renewal June 30, 2017 - June 29, 2018 Executive Approval 8% Discount	1	YEAR	\$3.00		\$(20,248.40)
3.1	R360IMPSLIII - REVIEW360 IMPLEMENTATION SUPPORT: LEVEL THREE June 30, 2017 - June 29, 2018	1	YEAR	\$0.00		\$3,000.00

Payment Terms: Net 30

Subtotal: \$235,833.60  
 Charges: \$0.00  
 Taxes: \$0.00  
 (US Dollar) Total: \$235,833.60

**Fort Worth Independent School District  
Sole Source Affidavit**



To comply with the State of Texas definition of a sole source provider, the vendor must satisfy one of the following requirements as defined in the Texas Education Code, Subchapter B., Sec. 44.031.

(j) Without complying with Subsection (a), a school district may purchase an item that is available from only one source, including: **CHECK THE BOX BELOW THAT APPLIES**

- an item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
- a film, manuscript, or book;
- a utility service, including electricity, gas, or water, and
- a captive replacement part or component for equipment.

(k) The exceptions provided by Subsection (j) do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of \$15,000.

**PLEASE COMPLETE THIS BOX**

**We have carefully reviewed the Texas Education Code, Subchapter B., Sec. 44.031 and hereby certify that we meet and comply with Section (j) and (k) of the aforementioned code for the sale of (attach separate sheet if necessary)**

Please see the attached Sole Source Letter dated May 08, 2017.

In addition, we certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Company NCS Pearson, Inc., through its Clinical Assessment division

Address 19500 Bulverde Road, Suite 201

City, State, Zip Code San Antonio, TX 78259

Telephone No. 800-627-7271 Fax No. 800-232-1223

Email Address clinicalcustomersupport@pearson.com

Authorized Signature *[Signature]*

Title VP, Planning and Operations for Clinical Assessment, a division of NCS Pearson, Inc.

SUBSCRIBED AND SWORN to before me on this 9 day of May, 2017

*Colleen M. Finch*

Notary Public, State of Texas

*Colleen M. Finch*

Printed Name

*August 8, 2017*

Date Commission Expires



(Seal)

**Fax completed Sole Source Affidavit (and Attachments) to (817) 814-2227.**



## CLINICAL ASSESSMENT

19500 Bulverde Road, Ste. 201  
San Antonio, TX 78259 US  
T 800 627 7271  
F 800 232 1223

[www.Pearsonassessments.com](http://www.Pearsonassessments.com)

Fort Worth ISD  
100 N. University Drive  
NW140F  
Fort Worth, TX 76107

**Sole Source Letter**  
**NCS Pearson, Inc.**  
**Clinical and Learning Assessment Catalog Products**

8 May 2017

Dear Purchasing Department,

This letter is a formal confirmation that NCS Pearson, Inc. ("Pearson") is the sole source in the United States for the following materials from its Clinical and Learning Assessment catalogs. As the sole source vendor, Pearson is the copyright owner or exclusive licensee for these materials, and these materials are not available from any other source through lawful means:

- ACES - Academic Competence Evaluation Scales
- ACS for WAIS®-IV and WMS®-IV - Advanced Clinical Solutions for WAIS®-IV and WMS®-IV
- Agora - Agora: The Marketplace of Ideas™
- AIMS - Academic Intervention Monitoring System
- AIMSweb® - AIMSweb®
- aimsweb® - aimsweb®
- aimswebPlus - aimswebPlus
- Aprenda 3 - Aprenda®: La prueba de logros en español, Tercera edición
- ASA™ - Auditory Skills Assessment
- ASSIST™ - Automated System for Scoring and Interpreting Standardized Tests
- BAI® - Beck Anxiety Inventory®
- BASC™-2 - Behavior Assessment System for Children, Second Edition
- BASC™-2 BESS - BASC™-2 Behaviorial and Emotional Screening System
- BASC™-2 Intervention Guide - BASC-2 Intervention Guide
- BASC™-2 POP - BASC-2 Portable Observation Program
- BASC™-2 Progress Monitor - BASC-2 Progress Monitor
- BASC™-3 - Behavior Assessment System for Children, Third Edition
- BASC™-3 Behavior Intervention Guide - BASC™-3 Behavior Intervention Guide

- BASC™-3 BESS - BASC™-3 Behavioral and Emotional Screening System
- BASC™-3 CCPT - BASC™-3 Comprehensive Continuous Performance Test
- BASC™-3 Flex Monitor - BASC™-3 Flex Monitor
- BASC™-3 PRQ - BASC™-3 Parenting Relationship Questionnaire
- BASC™-3 SDH - BASC™-3 Structured Developmental History
- BASC™-3 SOS - BASC™-3 Student Observation System
- BASIS - Basic Achievement Skills Individual Screener
- BASI™ - Basic Achievement Skills Inventory
- Bayley-II - Bayley Scales of Infant and Toddler Development, Second Edition
- Bayley-III - Bayley Scales of Infant and Toddler Development®, Third Edition
- BBCS™:E - Bracken™ Basic Concept Scale: Expressive
- BBCS™-3:R - Bracken™ Basic Concept Scale, Third Edition: Receptive
- BBHI™ 2 - Brief Battery for Health Improvement 2
- BCDP - Bracken Concept Development Program
- BCSE - Brief Cognitive Status Exam 2009 (stand-alone subtest of WMS-IV)
- BDI® FastScreen - BDI® FastScreen for Medical Patients
- BDI®-II - Beck Depression Inventory®, Second Edition
- Benton Visual Retention Test® - Benton Visual Retention Test®, Fifth Edition
- Beta III - Beta III
- Beta-4 - Beta-4
- BHI™ 2 - Battery for Health Improvement 2
- BHS® - Beck Hopelessness Scale®
- Bilingual Syntax Measures I and II (Medida de Sintaxis Bilingue) - Medida de Sintaxis Bilingue, Bilingual Syntax Measures I and II
- BINS™ - Bayley Infant Neurodevelopment Screener®
- BITSEA™ - Brief Infant-Toddler Social and Emotional Assessment
- BMAT™ - Bruininks Motor Ability Test
- Boehm-3 - Boehm Test of Basic Concepts, Third Edition
- Boehm-3 Preschool - Boehm Test of Basic Concepts, Preschool Edition
- BOSS™ - Behavioral Observation of Students in Schools™
- BOT™-2 - Bruininks-Oseretsky Test of Motor Proficiency, Second Edition
- BOT™-2 Brief - Bruininks-Oseretsky Test of Motor Proficiency, Second Edition Brief Form
- Bridge of Vocabulary (The) - The Bridge of Vocabulary: Evidence-Based Activities for Academic Success
- Brown ADD Scales™ - Brown Attention-Deficit Disorder Scales®
- BSI® - Brief Symptom Inventory
- BSI®-18 - Brief Symptom Inventory 18
- BSRA™-3 - Bracken™ School Readiness Assessment, Third Edition
- BSS® - Beck Scale for Suicide Ideation®
- Burns Inventory - Burns Brief Inventory of Communication and Cognition
- BYI-II - Beck Youth Inventories for Children and Adolescents, Second Edition
- CAPE/PAC - Children's Assessment of Participation and Enjoyment and Preferences for Activities of Children
- Career Assessment Inventory™ - Enhanced Version - Career Assessment Inventory™ - Enhanced Version

- Career Assessment Inventory™ - Vocational Version - Career Assessment Inventory™ - Vocational Version
- CBOCI - Clark-Beck Obsessive-Compulsive Inventory™
- CCC-2 - Children's Communication Checklist-2, U.S. Edition
- CCT® - Children's Category Test®
- CDM® Internet - CDM® Internet
- CDM®-R - The Harrington-O'Shea Career Decision-Making® System Revised
- CELF® Preschool-2 - Clinical Evaluation of Language Fundamentals Preschool, Second Edition
- CELF® Preschool-2 Spanish - Clinical Evaluation of Language Fundamentals Preschool, Second Edition Spanish
- CELF®-4 - Clinical Evaluation of Language Fundamentals, Fourth Edition
- CELF®-4 Screening Test - Clinical Evaluation of Language Fundamentals, Fourth Edition Screening Test
- CELF®-4 Spanish - Clinical Evaluation of Language Fundamentals, Fourth Edition Spanish
- CELF®-5 - Clinical Evaluation of Language Fundamentals, Fifth Edition
- CELF®-5 Metalinguistics - Clinical Evaluation of Language Fundamentals, Fifth Edition Metalinguistics
- CELF®-5 Screening Test - Clinical Evaluation of Language Fundamentals, Fifth Edition Screening Test
- Central Auditory Processing Disorder Strategies for Use with Children and Adolescents - Central Auditory Processing Disorder Strategies for Use with Children and Adolescents
- Children's PTSD Inventory™
- CISS® - Campbell™ Interest and Skill Survey
- CLQT - Cognitive Linguistic Quick Test
- CLQT+ - Cognitive Linguistic Quick Test - Plus
- CMS - Children's Memory Scale™
- Contextual Memory Test - Contextual Memory Test
- CTQ - Childhood Trauma Questionnaire: A Retrospective Self-Report
- CVLT®-3 - California Verbal Learning Test®, Third Edition
- CVLT®-C - California Verbal Learning Test®, Children's Version
- CVLT®-II - California Verbal Learning Test®, Second Edition
- DAS™-II - Differential Ability Scales™, Second Edition
- DAS™-II Early Years Spanish Supplement - DAS™-II Early Years Spanish Supplement
- DAT® - Differential Aptitude Tests®, Fifth Edition
- DATA - Dynamic Assessment of Test Accommodations™
- DEAP™ - Diagnostic Evaluation of Articulation and Phonology, U.S. Edition
- DELV® Norm-Referenced - Diagnostic Evaluation of Language Variation, Norm-Referenced
- DELV® Screening Test - Diagnostic Evaluation of Language Variation, Screening Test
- Devereux Behavior Rating Scale, School Form - Devereux Behavior Rating Scale, School Form
- DIAL-3 - Developmental Indicators for the Assessment of Learning, Third Edition
- DIAL™-4 - Developmental Indicators for the Assessment of Learning™, Fourth Edition
- D-KEFS™ - Delis-Kaplan Executive Function System
- DPRS® - Derogatis Psychiatric Rating Scale
- DRA2+ - Developmental Reading Assessment®, 2nd Edition PLUS
- D-REF - Delis Rating of Executive Functions

- DSI - Dyslexia Screening Instrument
- Dybuster Calcularis™
- Dysphagia Evaluation Protocol - Dysphagia Evaluation Protocol
- Eating Inventory - Eating Inventory
- EDL™2 - Evaluación del desarrollo de la lectura® 2
- EIWA®-III - Escala de Intelligencia de Wechsler para Adultos®, Tercera Edición
- EMDA™ - Early Math Diagnostic Assessment™
- ERDA™ Second Edition - Early Reading Diagnostic Assessment®, Second Edition
- ESI-R™ - Early Screening Inventory-Revised™
- EVT™ - Expressive Vocabulary Test
- EVT™-2 - Expressive Vocabulary Test, Second Edition
- FAIS™ - Functional Assessment and Intervention System™: Improving School Behavior
- Get Ready to Read! - Get Ready to Read!
- Get Ready to Read! Revised - Get Ready to Read! Revised
- GFTA™-2 - Goldman-Fristoe Test of Articulation, Second Edition
- GFTA™-3 - Goldman-Fristoe Test of Articulation, Third Edition
- GFTA™-3 Spanish - Goldman-Fristoe Test of Articulation, Third Edition Spanish
- GMADE™ - Group Mathematics Assessments and Diagnostic Evaluation
- GRADE™ - Group Reading Assessment and Diagnostic Evaluation
- Greenspan Social-Emotional Growth Chart - Greenspan Social-Emotional Growth Chart, A Screening Questionnaire for Infants and Young Children
- GRS™ - Gifted Rating Scales™
- HIT - Holtzman Inkblot Technique
- IDEAS™ - IDEAS: Interest Determination, Exploration, and Assessment System®
- ILS® - Independent Living Scales®
- Infab (The) - The Infab: A Reliable Method for the Neuromotor Assessment of Infants
- Infant/Toddler Symptom Checklist - Infant/Toddler Symptom Checklist, A Screening Tool for Parents
- Innerview® - Innerview®
- ISO-30™ - Inventory of Suicide Orientation-30
- ITSEA™ - Infant-Toddler Social and Emotional Assessment
- KBNA™ - Kaplan Baycrest Neurocognitive Assessment™
- KeyMath™-3 DA - KeyMath™-3 Diagnostic Assessment
- KeyMath™-3 ER - KeyMath™-3 Essential Resources
- KLPA™-2 - Khan-Lewis Phonological Analysis, Second Edition
- KLPA™-3 - Khan-Lewis Phonological Analysis, Third Edition
- K-SNAP - Kaufman Short Neuropsychological Assessment Procedure
- KTEA-II - Kaufman Test of Educational Achievement, Second Edition
- KTEA™-3 - Kaufman Test of Educational Achievement™, Third Edition
- KTEA™-3 Brief - Kaufman Test of Educational Achievement™, Third Edition Brief Form
- Learning Through the Senses - Learning Through the Senses Resource Manual-The Impact of Sensory Processing in the Classroom
- MACI™ - Millon™ Adolescent Clinical Inventory
- MAPI™ - Millon™ Adolescent Personality Inventory
- MAT - Miller Analogies Test

- MBMD® - Millon® Behavioral Medicine Diagnostic
- MCCI® - Millon® College Counseling Inventory
- MCMI®-III - Millon® Clinical Multiaxial Inventory, Third Edition
- MCMI®-IV - Millon® Clinical Multiaxial Inventory, Fourth Edition
- M-FUN- Miller Function and Participation Scales
- Minnesota Handwriting Assessment - Minnesota Handwriting Assessment
- MIPS® Revised - Millon™ Index of Personality Styles Revised
- MMPI®-2 - Minnesota Multiphasic Personality Inventory®-2
- MMPI®-A - Minnesota Multiphasic Personality Inventory®-Adolescent
- MMPI®-A-RF - Minnesota Multiphasic Personality Inventory®-Adolescent-Restructured Form
- MMPI-2-RF® - Minnesota Multiphasic Personality Inventory-2-Restructured Form™
- MMPI-2-RF® PCIR - Minnesota Multiphasic Personality Inventory-2-Restructured Form™ Police Candidate Interpretive Report
- Mooney Problem Check Lists (The) - The Mooney Problem Check Lists
- Motor Skills Acquisition in the First Year - Motor Skills Acquisition in the First Year: An Illustrated Guide to Normal Development
- M-PACI™ - Millon™ Pre-Adolescent Clinical Inventory
- MSCA - McCarthy Scales of Children's Abilities
- MST - McCarthy Screening Test
- NEPSY®-II - NEPSY®, Second Edition
- NFI™ - Neurobehavioral Functioning Inventory™
- NNAT®-Individual - Naglieri Nonverbal Ability Test®-Individual Administration
- NNAT®-2 - Naglieri Nonverbal Ability Test®-Second Edition
- NNAT®-3 - Naglieri Nonverbal Ability Test®-Third Edition
- OLAI - The Oral Language Acquisition Inventory & The Oracy Instructional Guide
- OLAI-2 - The Oral Language Acquisition Inventory, Second Edition
- OLSAT®8 - Otis-Lennon School Ability Test®, Eighth Edition
- Oral-Motor Feeding Rating Scale - Oral-Motor Feeding Rating Scale
- Orleans-Hanna Algebra Prognosis Test, Third Edition
- Ounce Scale, The - The Ounce Scale™
- Ounce Online™ - Ounce Online™
- P-3® - Pain Patient Profile
- PAD - Peabody Articulation Decks
- PAL™-II Math - Process Assessment of the Learner, Second Edition: Diagnostic Assessment of Math
- PAL™-II Reading and Writing - Process Assessment of the Learner, Second Edition: Diagnostic Assessment of Reading and Writing
- PCAT® - Pharmacy College Admissions Test
- PDDST-II™ - Pervasive Developmental Disorders Screening Test-II
- PIAT-R/NU - Peabody Individual Achievement Test-Revised/Normative Update
- Picture File (The) - The Picture File
- PIPA™ - Pre-Reading Inventory of Phonological Awareness™
- PLS-4 - Preschool Language Scale, Fourth Edition
- PLS-4 Screening Test - Preschool Language Scale, Fourth Edition Screening Test
- PLS-4 Spanish - Preschool Language Scale, Fourth Edition Spanish



- PLS™-5 - Preschool Language Scale, Fifth Edition
- PLS™-5 Screening Test - Preschool Language Scale, Fifth Edition Screening Test
- PLS™-5 Screening Test Spanish - Preschool Language Scale, Fifth Edition Screening Test Spanish
- PLS™-5 Spanish - Preschool Language Scale, Fifth Edition Spanish
- Porteus Maze - Porteus Maze
- Posture and Fine Motor Assessments of Infants - Posture and Fine Motor Assessments of Infants
- PPVT™-4 - Peabody Picture Vocabulary Test, Fourth Edition
- PPVT™-III - Peabody Picture Vocabulary Test, Third Edition
- PRQ™ - Parenting Relationship Questionnaire
- PSS - Parenting Satisfaction Scale
- Q Local™ - Q Local™ Scoring and Reporting Software
- Q-global® - Q-global®
- Q-interactive® - Q-interactive®
- QOLI® - Quality of Life Inventory
- Quickview® Social History - Quickview® Social History
- Quotient® - Quotient® ADHD System
- RBANS® - Repeatable Battery for the Assessment of Neuropsychological Status
- RBANS® Update - Repeatable Battery for the Assessment of Neuropsychological Status Update
- RBVS - Reynolds Bully Victimization Scales for Schools
- Ready to Learn - Ready to Learn
- REAL, The - Roll Evaluation of Activities of Life
- RehaCom® - RehaCom® for Cognitive Therapy After Stroke or TBI
- ✓ Review360® - Review360® Behavior Matters (*\*Note: Not sole source in the state of Mississippi*)
- RISB®-2 - Rotter Incomplete Sentences Blank®, Second Edition
- RSCA - Resiliency Scales for Children and Adolescents™
- SAT9 Writing - Stanford Writing Assessment Program, Third Edition
- SAT 10 - Stanford Achievement Test Series, Tenth Edition
- SCL-90-R® - Symptom Checklist-90-Revised
- Sensory Profile - Sensory Profile Suite of Assessments
- Sensory Profile™ 2 - Sensory Profile™ 2
- Shaywitz DyslexiaScreen™ - Shaywitz DyslexiaScreen™
- SHS - Shore Handwriting Screening: For Early Handwriting Development
- Sounds & Symbols - Sounds & Symbols Early Reading Program
- SSCS - Student Self-Concept Scale
- SSIG - Social Skills Intervention Guide
- SSIS™ - Social Skills Improvement System
- SSIS™ SEL - SSIS Social-Emotional Learning Edition
- SSPO - Sigma Survey for Police Officers
- SSQ - Students Styles Questionnaire™
- SSRS - Social Skills Rating System
- SSSO - Sigma Survey for Security Officers
- TELL - Test of English Language Learning
- TFLS - Texas Functional Living Scale
- TLC-Expanded - Test of Language Competence-Expanded Edition
- T-MAC - Test of Minimal Articulation Competence

- TOPF - Test of Premorbid Functioning
- TOWK - Test of Word Knowledge
- TPC Phonetic Font - TPC Phonetic Font
- TVIP - Test de Vocabulario en Imagenes Peabody
- VADS - Visual Aural Digit Span Test
- Vigil - Vigil Continuous Performance Test
- Vineland SEEC - Vineland Social-Emotional Early Childhood Scales
- Vineland™-II - Vineland Adaptive Behavior Scales, Second Edition
- Vineland™-3 - Vineland Adaptive Behavior Scales, Third Edition
- VIP® - Validity Indicator Profile
- WAB-R™ - Western Aphasia Battery™, Revised
- WAIS®-IV - Wechsler Adult Intelligence Scale®, Fourth Edition
- WASI® - Wechsler Abbreviated Scale of Intelligence®
- WASI®-II - Wechsler Abbreviated Scale of Intelligence®-Second Edition
- W-FUN - Wechsler Fundamentals™: Academic Skills
- WIAT®-II - Wechsler Individual Achievement Test®, Second Edition
- WIAT®-III - Wechsler Individual Achievement Test®, Third Edition
- WISC®-IV - Wechsler Intelligence Scale for Children®, Fourth Edition
- WISC®-IV Spanish - Wechsler Intelligence Scale for Children®, Fourth Edition-Spanish
- WISC®-V - Wechsler Intelligence Scale for Children®, Fifth Edition
- WISC®-V Integrated - Wechsler Intelligence Scale for Children®, Fifth Edition Integrated
- WISC®-V Spanish - Wechsler Intelligence Scale for Children®, Fifth Edition Spanish
- WMS®-IV - Wechsler Memory Scale®, Fourth Edition
- WNV™ - Wechsler Nonverbal Scale of Ability
- Work Sampling for Head Start™ - Work Sampling for Head Start™
- Work Sampling Online® - Work Sampling Online®
- WPPSI™-III - Wechsler Preschool and Primary Scale of Intelligence™, Third Edition
- WPPSI™-IV - Wechsler Preschool and Primary Scale of Intelligence™, Fourth Edition
- Write to Learn™ - Write to Learn™
- WRMT-III - Woodcock Reading Mastery Tests Third Edition
- WRMT™-R/NU - Woodcock Reading Mastery Tests Revised/Normative Update
- WSS, The - The Work Sampling System®
- WTAR™ - Wechsler Test of Adult Reading

**Order Mailing Address:**

NCS Pearson, Inc.  
Ordering Department  
19500 Bulverde Road, Suite 201  
San Antonio, TX 78259

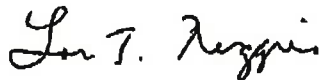
Clinical Assessment Contact:

**T:** (800) 627 7271  
**F:** (800) 232 1223  
**E:** [clinicalcustomersupport@pearson.com](mailto:clinicalcustomersupport@pearson.com)  
**Contact:** Inbound Sales and Customer Service

Classroom Assessment (Learning) Contact:

**T:** (800) 328 5999  
**F:** (888) 556 2103  
**E:** [EAcustomerservice@pearson.com](mailto:EAcustomerservice@pearson.com)  
**Contact:** CAP Customer Service

Yours sincerely ,



Louis Ruggiero  
Senior Vice President, Clinical Sales  
Clinical Assessment  
**T:** (800) 627 7271  
**F:** (800) 232 1223  
**E:** [catalogbidsandproposals@pearson.com](mailto:catalogbidsandproposals@pearson.com)

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE PURCHASE OF SECONDARY HEALTH EDUCATION MATERIALS**

**BACKGROUND:**

With support from FWISD's cooperative agreement with the Centers for Disease Control (CDC) the District has adopted HealthSmart Education materials for use in the High School health course. This material was recommended by the School Health Advisory Council (SHAC) and approved by the School Board on May 13<sup>th</sup> 2015. This purchase will be made using local Health and PE funds. The Youth Risk Behavior Survey was administered in the Spring of 2015 to a representative sample of all FWISD high school students. The data from that survey support that FWISD students need the knowledge and skills to make healthy choices. The District's written health education curriculum uses HealthSmart materials, which support education in the main areas of risky behaviors captured in the survey:

- Emotional and mental health
- Violence and injury prevention
- Tobacco, alcohol and other drug prevention
- Nutrition and physical activity
- Abstinence, personal and sexual health

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Purchase of Secondary Health Education Materials
2. Decline to Approve Purchase of Secondary Health Education Materials
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Secondary Health Education Materials

**FUNDING SOURCE**

*Additional Details*

General Fund

199-11-6399-024-XXX-11-142-000000

**COST:**

\$99,000

**VENDOR:**

ETR Associates

**PURCHASING MECHANISM**

Sole Source

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases available from only one source. A completed sole source affidavit is attached. 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**

All traditional high schools offer a semester of health education. FWISD requires the course for high school graduation. The projected number of students to be impacted during the 2017-2018 school year is 5,000.

**RATIONALE:**

It is necessary to continue to provide students with health education materials that will support them to gain the knowledge and skills necessary for them to make healthy decisions. FWISD has adopted HealthSmart materials for use in secondary health curriculum. These materials are up-to-date, relevant to students, and support student-centered learning. The materials to be purchased are aligned with current best practices for health instruction and include opportunities for students to practice analyzing influences, accessing valid information, communicating effectively, making good decisions, setting goals and practicing healthy behaviors.

**INFORMATION SOURCE:**

Charles Carroll  
Michael Steinert  
Georgi Roberts  
Brooke Sharples



Please Remit Payment To:  
 ETR Associates, Inc.  
 100 Enterprise Way, Ste G300  
 Scotts Valley, CA 95066  
 (831) 438-4060  
 FED ID# 94-2760764

SALES QUOTE

Sales Quote Number: Q29417

Sales Quote Date: 05/16/17

Page: 1

Sold  
 To: FT WORTH ISD  
 Brooke Sharples  
 HLTH & PE  
 100 N University Dr Ste 241A  
 Fort Worth, TX 76107  
 UNITED STATES

Ship  
 To: FT WORTH ISD  
 Brooke Sharples  
 HLTH & PE  
 100 N University Dr Ste 241A  
 Fort Worth, TX 76107  
 UNITED STATES

Ship Via UPS Ground  
 Ship Date 02/27/17  
 Terms Net 30 days

Customer ID 22991  
 P.O. Number BROOKE-2 HIGH SCH  
 P.O. Date 05/16/17

Item No.	Description	Quantity	Unit Price	Total Price
H823-16	HSMT HS SW&J SET, 1 EA OF 6 (custom set)	5,000	18.00	90,000.00
	Shipping & Handling	1	9,000.00	9,000.00

Amount Subject to Sales Tax	0.00	Amount Exempt from Sales Tax	99,000.00	Subtotal:	99,000.00
				Invoice Discount:	0.00
				Sales Tax:	0.00
				Total:	99,000.00

PLEASE RETURN COPY OF QUOTE WITH ORDER

Remittance must be drawn in U.S.\$, drawn on a U.S. Bank.

Prices good for 90 days

Shipping and Handling will be charged on all orders.

If for any reason you are not completely satisfied with any product you buy from us, simply return it within 30 days of receipt, and we will promptly refund the purchase price. HealthSmart may be subject to a 25% restocking fee.

# Fort Worth Independent School District Sole Source Affidavit



To comply with the State of Texas definition of a sole source provider, the vendor must satisfy one of the following requirements as defined in the Texas Education Code, Subchapter B., Sec. 44. 031.

(j) Without complying with Subsection (a), a school district may purchase an item that is available from **only one source**, including: **CHECK THE BOX BELOW THAT APPLIES**

- an item for which **competition is precluded** because of the existence of a patent, copyright, secret process, or monopoly:
- a film, manuscript, or book;
- a utility service, including electricity, gas, or water, and
- a captive replacement part or component for equipment.

(k) The exceptions provided by Subsection (j) do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of \$15,000.

### PLEASE COMPLETE THIS BOX

We have carefully reviewed the Texas Education Code, Subchapter B., Sec. 44.031 and hereby certify that we meet and comply with Section (j) and (k) of the aforementioned code **for the sale of** (attach separate sheet if necessary)

HealthSmart High School Student Workbook/Journal set as referenced in quote # Q29417

In addition, we certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Company ETR Associates

Address 100 Enterprise Way G300

City, State, Zip Code Scotts Valley CA 95066

Telephone No. 831-438-4080 Fax No. \_\_\_\_\_

Email Address jhl@etr.org

Authorized Signature 

Title Senior Acct Representative

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public, State of \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date Commission Expires \_\_\_\_\_

(Seal)

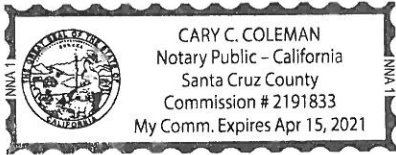
*SEE ATTACHED*

Email completed Sole Source Affidavit (and Attachments) to [stella.zavala@fwisd.org](mailto:stella.zavala@fwisd.org)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of SANTA CRUZ

Subscribed and sworn to (or affirmed) before me on this 16 day  
of MAY, 20 17, by \_\_\_\_\_  
John H. Ledwith,  
proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.



(Seal)

Signature 



**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: 2017-2018 ALLOCATIONS FOR FORT WORTH AFTER SCHOOL  
(FWAS) FULL SERVICE PROVIDERS (LOCAL FUNDS)**

**BACKGROUND:**

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 79 sites for the 2017-2018 school year. FWAS is a collaborative effort of FWISD and the City of Fort Worth which derives program funds from the Crime Control Prevention District. Programs at each of the sites are managed by school staff or Community Based Organizations (CBO). This is a request to approve funding to generate purchase orders for various CBOs for the 2017-2018 school year with the option to extend for up to four (4) additional years in one-year increments. All CBOs have provided responses to Bid 17- 044.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve 2017-2018 Allocations For Fort Worth After School Full Service Providers (Local Funds)
2. Decline to Approve 2017-2018 Allocations For Fort Worth After School Full Service Providers (Local Funds)
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve 2017-2018 Allocations For Fort Worth After School Full Service Providers (Local Funds)

**FUNDING SOURCE**

*Additional Details*

General Fund	199.61.6299.0FK.999.30.395.000000: \$41,705
	199.61.6299.0FN.999.30.395.000000: \$133,410
	199.61.6299.0FG.999.30.395.000000: \$920,750
	199.61.6299.0FE.999.30.395.000000: \$335,260

**COST:**

\$1,431,125

**VENDOR:**

Camp Fire
City of Fort Worth
Clayton YES
YMCA

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 17-044

Number of Bid/Proposals received: 4

HUB Firms: 0

Compliant Bids: 4

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

***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth After School

Camp Fire: Diamond Hill ES

City of Fort Worth: Como ES, DeZavala ES, Greenbriar ES

Clayton Y.E.S.: George Clarke ES, Maude Logan ES, Glen Park ES, Mitchell Blvd. ES, Meadowbrook ES, Natha Howell ES, Hubbard Heights ES, Luella Merrett ES, M.H. Moore ES, North Hi Mount ES, Oakhurst ES, Oaklawn ES, Sagamore Hill ES, Western Hills Primary, Worth Heights ES, TA Sims ES, Richard Wilson ES, Manuel Jara ES, WM Monnig MS, Riverside MS, Handley MS, Forest Oak MS

YMCA: Kirkpatrick ES, Eastern Hills ES, Washington Heights ES, S.S. Dillow ES, Carroll Peak ES, William James MS, JP Elder MS, Lowery Road ES

## **RATIONALE:**

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after school programs. Studies indicate that after school participants score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts. Provide a brief summary as to why the item should be approved by the board

## **INFORMATION SOURCE:**

Charles Carroll

Michael Steinert

Miguel Garcia, Jr.

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE 2017-2018 ALLOCATIONS FOR FORT WORTH AFTER SCHOOL (FWAS) FULL SERVICE PROVIDERS (SPECIAL REVENUE FUNDS)**

**BACKGROUND:**

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 79 sites for the 2017-2018 school year. FWAS is a collaborative effort of FWISD and the City of Fort Worth which derives program funds from the Crime Control Prevention District. 21<sup>st</sup> Century Special Revenue funds would be utilized for these programs. Programs at each of the sites are managed by school staff or Community Based Organizations (CBO). This is a request to approve funding to generate purchase orders for various CBOs for the 2017-2018 school year with the option to extend for up to four (4) additional years in one- year increments. All CBOs have provided responses to Bid 17- 044.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve 2017-2018 Allocations For Fort Worth After School Full Service Providers (Special Revenue Funds)
2. Decline to Approve 2017-2018 Allocations For Fort Worth After School Full Service Providers (Special Revenue Funds)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve 2017-2018 Allocations For Fort Worth After School Full Service Providers (Special Revenue Funds)

**FUNDING SOURCE**

***Additional Details***

Special Revenue

265-11-6299-001-XXX-24-572-000000-18108

**COST:**

\$188,140

**VENDOR:**

Clayton Yes

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-044

Number of Bid/Proposals received: 4

HUB Firms: 0

Compliant Bids: 4

Camp Fire

City of Fort Worth

Clayton Yes

YMCA

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**

Fort Worth After School

Clayton Y.E.S.: D.McRae ES, Young Men’s Leadership Academy, Leonard MS

**RATIONALE:**

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after school programs. Studies indicate that after school participants score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts.

**INFORMATION SOURCE:**

Charles Carroll  
Michael Steinert  
Miguel Garcia, Jr.

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE 2017-2018 ALLOCATIONS FOR FORT WORTH AFTER SCHOOL (FWAS) PARTIAL SERVICE PROVIDERS (LOCAL AND SPECIAL REVENUE FUNDS)**

**BACKGROUND:**

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 79 sites for the 2017-2018 school year. Many sites utilize small to medium Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts, academic, community service programs and so forth. All recommended providers have responded to Bid 17-045. This is for the 2017-2018 school year with the option to extend for up to four (4) additional years in one-year increments.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve 2017-2018 Allocations For Fort Worth After School Partial Service Providers (Local And Special Revenue Funds)
2. Decline to Approve 2017-2018 Allocations For Fort Worth After School Partial Service Providers (Local And Special Revenue Funds)
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve 2017-2018 Allocations For Fort Worth After School Partial Service Providers (Local And Special Revenue Funds)

**FUNDING SOURCE**

*Additional Details*

General Fund  
Special Revenue

199-61-6299-001-XXX-30-395-000000  
265-11-6299-XXX-XXX-24-572-000000-18108

**COST:**

General Fund: \$220,000  
Special Revenue: \$265,000

**VENDOR:**

Get Fit, Eat Smart  
Girls Incorporated of Tarrant County  
Girls on the Run of DFW Metroplex  
K16 Ready Society  
Latin Arts Association of Fort Worth  
Sylvan Learning Center  
Zooniversity

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-045  
Number of Bid/Proposals received: 9  
HUB Firms: 0  
Compliant Bids: 9

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

***Purchasing Support Documents Needed:***

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



## **PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth After School Sites:

Edward J. Briscoe ES, George Clarke ES, Como ES, Daggett ES, DeZavala ES, Diamond Hill ES, East Handley ES, Eastern Hills ES, C.C. Moss ES, Glen Park ES, W.M. Green ES, Greenbriar ES, Natha Howell ES, Hubbard Heights ES, Delores Huerta ES, Kirkpatrick ES, Maude Logan ES, Lowery Road ES, Rufino Mendoza ES, Luella Merrett ES, Mitchell Boulevard ES, M.H. Moore ES, Charles Nash ES, North Hi Mount ES, Oakhurst ES, Oaklawn ES, M.L. Phillips ES, Sam Rosen ES, Sagamore Hill ES, Seminary Hills ES, T.A. Sims ES, South Hi Mount ES, I.M. Terrell ES, Van Zandt-Guinn ES, M.M. Walton ES, Washington Heights ES, Western Hills Primary, Richard Wilson ES, Worth Heights ES, Riverside MS, S.S. Dillow ES, Carroll Peak ES, Carter Park ES, Versia Williams ES, Daggett MS, Rosemont MS, Forest Oak MS, Handley MS, J.P. Elder MS, Wm. James MS, Stripling MS, Meadowbrook MS, Alice Contreras ES, Carter Riverside HS, INA, Polytechnic HS, Dunbar MS, Wedgwood MS, WA Meacham MS, Young Men's Leadership Academy, WJ Turner ES, D. McRae ES, Glencrest 6th Grade, Sunrise ES, Rosemont 6th Grade, Manuel Jara ES, Kirkpatrick MS, McLean 6th Grade, McLean MS, Wedgwood 6th Grade, WM Monnig MS, Arlington Heights HS, OD Wyatt HS, Young Women's Leadership Academy, Leonard MS and Jean McClung MS

## **RATIONALE:**

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after school programs. Studies indicate that after school participants score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts.

## **INFORMATION SOURCE:**

Charles Carroll  
Michael Steinert  
Miguel Garcia, Jr.

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: 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**

**BACKGROUND:**

Fort Worth ISD participates in the Interagency Agreement for Region 10 Multiregional Cooperative for both processed commodity and commercially purchased grocery items. Each year, Planned Assistance (PAL) dollars are allotted by the USDA to school districts to supplement Child Nutrition programs participating in the National School Breakfast and Lunch Programs (NSBP & NSLP). Districts participating in the NSLP are eligible to receive these allocations. Allocations are used to purchase food commodities that may be used in their raw state and/or further processed into menu items with discounts passed to the District by the manufacturers. Processed commodities will be delivered Net-Off Invoice (NOI) to each school site through the awarded Co-Op distributor. Commercial groceries will also be delivered to each site by the awarded distributor.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Commodity Processing and Commercial Purchasing through Interagency Agreement between Fort Worth ISD and Region 10 Multiregional Cooperative to Purchase Products for the 2017-2018 National School Lunch Program.
2. Decline to Approve the Commodity Processing and Commercial Purchasing through Interagency Agreement between Fort Worth ISD and Region 10 Multiregional Cooperative to Purchase Products for the 2017-2018 National School Lunch Program.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Commodity Processing and Commercial Purchasing through Interagency Agreement between Fort Worth ISD and Region 10 Multiregional Cooperative to Purchase Products for the 2017-2018 National School Lunch Program.

**FUNDING SOURCE**

***Additional Details***

Food Service Fund	701-35-6341-001-999-99-540-000000-	\$22,000,000
	701-35-6342-001-999-99-540-000000-	\$1,800,000

**COST:**

\$23,800.000

**VENDOR:**

Education Service Center Region 10 Multiregional Co-op

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through Region 10 Multi-Regional Cooperative. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All sites.

**RATIONALE:**

The labor cost saved by utilizing the purchasing cooperative is a great value and service to the District Child Nutrition Program.

**INFORMATION SOURCE:**

Art Cavazos  
Glenn Headlee

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
**INTERLOCAL AGREEMENT**  
**2017-2018 Contract**

**THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE AGENCIES SHOWN BELOW AS CONTRACTING PARTIES FOR THE PERIOD OF July 1, 2017, through June 30, 2018.**

**Contracting Parties**

Fort Worth ISD  
Contracting Entity (CE)

01020  
County-District Number

Region 10 Education Service Center

057-950  
County District Number

**STATEMENT OF SERVICES TO BE PERFORMED**

The Region 10 Multi Region Purchasing Cooperative (R10MRPC) organizes and administers the child nutrition cooperative purchasing and commodity processing program for Member Contracting Entities (CEs) in Regions 7, 10, 11, 12, 13, and 15. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing.

The R10MRPC does not charge a membership fee.

**ANNUAL MEMBERSHIP:**

Annual Membership includes all services offered by R10MRPC and participation in any or all of the following bids. R10MRPC procures a variety of competitive sealed proposals to best help districts with their fiscal budgetary needs.

1. Commodity Processing
2. Commercial Purchasing
3. Direct Delivery (R10MRPC approval required for participation on this bid, see pg. 8)
4. Smallwares and Chemicals/Cleaning Products (kitchen specific)
5. Fresh Pizza
6. Fresh Produce
7. Full Service Delivery
  - a. Fresh Bread
  - b. Milk
  - c. Ice Cream Novelties
  - d. Chips and Snacks
  - e. Beverages (dispensed, canned, and plastic container)

***Membership duration: 7/1/2017 – 6/30/2018***

Region 10 Education Service Center  
 Child Nutrition Multi Region Purchasing Cooperative Program  
**INTERLOCAL AGREEMENT**  
**2017-2018 Contract**

**Authorization:**

Authorized representatives of Fort Worth ISD and the Region 10 Education Service Center,  
District/Contracting Entity

Enter into agreements to participate in the service(s) marked below for the period of July 1, 2017, through June 30, 2018.

**Please place a check mark below for each bid you anticipate using:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Commercial Purchasing Bid    | <input checked="" type="checkbox"/> Full Service Delivery Bid         |
| <input checked="" type="checkbox"/> Commodity Processing Bid     | <input checked="" type="checkbox"/> Milk/Dairy                        |
| <input checked="" type="checkbox"/> Direct Delivery Bid          | <input checked="" type="checkbox"/> Fresh Bread                       |
| <input checked="" type="checkbox"/> Smallwares                   | <input checked="" type="checkbox"/> Beverages (dispensed & container) |
| <input checked="" type="checkbox"/> Chemicals/Cleaning (kitchen) | <input checked="" type="checkbox"/> Ice Cream                         |
|  | <input checked="" type="checkbox"/> Chips and Snacks                  |
|  | <input checked="" type="checkbox"/> Canned/Container Beverages        |
|  | <input checked="" type="checkbox"/> Fresh Pizza                       |
|  | <input checked="" type="checkbox"/> Fresh Produce                     |

Fort Worth Independent School District  
District/Contacting Entity

Region 11 86,483  
ESC Region 2016-2017 Enrollment

Glenn Headlee  
Name of Authorized Representative (Superintendent or Principal)

  
Signature of Authorized Representative

Director-Child Nutrition Services  
Title of Authorized Representative

04/24/2017  
Date

601 E. Northside Drive, Fort Worth, TX 76164  
Mailing Address, City, State, Zip Code

Tarrant  
County

Glenn Headlee  
Food Service Contact

817-814-3500  
Phone

Roy.Headlee@fwisd.org  
Food Service Email Address

01020  
CE ID#

**For Region 10 MRPC Use Only**

Keri Warnick  
R10MRPC Authorized Signature

Keri Warnick  
R10MRPC Contact Person

Purchasing Specialist - Consultant II  
Title of Contact Person

972-348-1448  
Phone

**Note:** Please return pages 4 and 10 to Angela McCrary at Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300 via fax: 972 348-1067 or email: angela.mccrary@region10.org

**CONSENT AGENDA ITEM  
BOARD MEETING  
JUNE 27, 2017**

**TOPIC: APPROVAL OF FINAL 2016-2017 BUDGET AMENDMENT FOR THE GENERAL FUND, DEBT SERVICE FUND, AND CHILD NUTRITION FUND**

**BACKGROUND:**

Annually and prior to the close of the fiscal year, a comprehensive review of the General Fund, Debt Service Fund and Child Nutrition Fund are made to analyze budget to actual expenditures by function and revenue by major object codes. As a result, it may become necessary to transfer budgeted dollars between functions in order to cover anticipated expenditures through June 30, 2017. Additionally, a final review of revenue is performed to determine any adjustments in anticipated revenue at year end as compared to initial and/or amended projections.

Based upon this analysis, the following final budget amendments are presented to the board for the period ending June 30, 2017:

1. General Fund: The 2016-2017 General Fund Budget was initially adopted on June 28, 2016, and last amended through May 31, 2017. During the month of June, a review of expenditures and encumbrances was made and an estimate of salaries performed. As a result, other transfers between functions, as reflected below and on the budget amendment attached, were made to fund all anticipated expenditures that are expected to be incurred as of June 30, 2017.
  - a. Functions 12, 23, 31, 32, 33, 34, and 51 – Payroll adjustments to fund anticipated 2016 -2017 payroll accruals, and increased payroll costs caused by the filling of vacancies throughout the year.
2. Debt Service Fund: The 2016-2017 Debt Service Budget was initially adopted on June 28, 2016 and has not been amended since its adoption. An amendment is required to reflect the refunding of the District’s Unlimited Tax Refunding Bonds, Series 2006, and the Unlimited Tax Refunding and School Building Bonds, Series 2009. The cost of issuance of the bonds is in the sum of \$196,223,925. The total sum of is offset by the bond sales revenue, including premium on the sale of \$197,206,084. The budget has also been amended to increase revenue for investment earnings and to reduce Function 71 for reduced debt service requirements resulting from the sale of Unlimited Tax Refunding and School Building Bonds, Series 2016.
3. Child Nutrition Fund: The 2016-2017 Child Nutrition Budget was initially adopted on June 28, 2016 and last amended April 30, 2017. No additional amendments are required.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Final 2016-2017 Budget Amendment for the General Fund, Debt Service Fund, and Child Nutrition Fund
2. Decline to Approve Final 2016-2017 Budget Amendment for the General Fund, Debt Service Fund, and Child Nutrition Fund
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Final 2016-2017 Budget Amendment for the General Fund, Debt Service Fund, and Child Nutrition Fund

**FUNDING SOURCE**

*Additional Details*

General Fund  
Debt Service Fund  
Food Service Fund

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Campuses and Departments as necessary

**RATIONALE:**

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

**INFORMATION SOURCE:**

Elsie Schiro  
Lori Boswell  
Patricia Young



**General Fund  
2016-2017  
Budget Amendments  
June 30, 2017**

	<b>General Fund 2016-2017 Amended Budget 5/31/2017</b>	<b>Adjustments</b>	<b>General Fund 2016-2017 Amended Budget 6/30/2017</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
Local Revenue	\$328,267,118		\$328,267,118
State Revenue	390,664,500		390,664,500
Federal Revenue	12,639,837		12,639,837
Other Sources	0		0
<b>Total Revenue &amp; Other Sources</b>	<b>\$731,571,455</b>	<b>\$0</b>	<b>\$731,571,455</b>
<b><u>EXPENDITURES</u></b>			
11 Instruction	\$441,791,832	(\$3,459,712)	\$438,332,123
12 Instruction Resources and Media Services	\$10,608,434	\$403,901	\$11,012,334
13 Curriculum and Instructional Staff Development	\$7,898,525	(\$539,687)	\$7,358,838
21 Instructional Administration	\$14,488,670	(\$1,286,441)	\$13,202,229
23 School Administration	\$48,487,971	\$2,179,564	\$50,667,535
31 Guidance and Counseling Services	\$38,520,064	\$2,264,992	\$40,785,056
32 Social Work Services	\$4,953,540	\$475,033	\$5,428,573
33 Health Services	\$9,495,520	\$150,020	\$9,645,540
34 Student Transportation	\$17,154,058	\$3,280,260	\$20,434,318
35 Food Services	\$230,116	\$12,078	\$242,194
36 Cocurricular/Extracurricular Activities	\$14,703,878	\$98,620	\$14,802,498
41 General Administration	\$19,189,968	(\$1,062,668)	\$18,127,297
51 Plant Maintenance and Operations	\$81,732,858	\$506,067	\$82,238,925
52 Security and Monitoring Services	\$11,967,950	\$197,139	\$12,165,089
53 Data Processing Services	\$12,985,927	\$0	\$12,985,927
61 Community Services	\$5,284,154	\$195,031	\$5,479,185
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$9,977,522	(\$3,033,642)	\$6,943,880
95 Payments to Juvenile Justice Alt Ed Program	\$350,000	\$0	\$350,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,600,000	(\$380,556)	\$2,219,444
<b>Total Budgeted Expenditures</b>	<b>\$752,420,985</b>	<b>\$0</b>	<b>\$752,420,985</b>
<b>Total Deficit</b>	<b>(\$20,849,530)</b>	<b>\$0</b>	<b>(\$20,849,530)</b>
Beginning Fund Balance (Audited)	183,731,006		183,731,006
Fund Balance-Ending (Unaudited)	<b>\$162,881,476</b>	<b>\$0</b>	<b>\$162,881,476</b>

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**SUMMARY OF 2016-2017 BUDGET AMENDMENTS  
GENERAL FUND**

	ORIGINAL	ADD/ SUBTRACT	REVISED 7/31/16	ADD/ SUBTRACT	REVISED 8/31/16	ADD/ SUBTRACT	REVISED 9/30/16	ADD/ SUBTRACT	REVISED 10/11/16	ADD/ SUBTRACT	REVISED 10/31/16	ADD/ SUBTRACT	REVISED 11/15/16
<b>Resources (inflows):</b>													
5700 Local and Intermediate Sources	\$334,295,989		\$334,295,989		\$334,295,989		\$334,295,989	(\$6,028,871)	\$328,267,118		\$328,267,118		\$328,267,118
5800 State Program Revenues	\$384,148,332		\$384,148,332		\$384,148,332		\$384,148,332	\$6,516,168	\$390,664,500		\$390,664,500		\$390,664,500
5900 Federal Program Revenues	\$9,800,000		\$9,800,000		\$9,800,000		\$9,800,000	\$2,839,837	\$12,639,837		\$12,639,837		\$12,639,837
7900 Other Financing Sources													
<b>Amounts Available for Appropriator</b>	<b>728,244,321</b>		<b>728,244,321</b>		<b>728,244,321</b>		<b>728,244,321</b>	<b>3,327,134</b>	<b>731,571,455</b>		<b>731,571,455</b>		<b>731,571,455</b>
<b>Charges to Appropriations (Outflows)</b>													
11 Instruction	439,217,520		439,217,520	(700,438)	438,517,082	120,199	438,637,281		438,637,281	3,133,418	441,770,698		441,770,698
12 Instructional Resources and Media Service	10,625,412		10,625,412	14,105	10,639,517	(4,148)	10,635,370		10,635,370	23,894	10,659,263		10,659,263
13 Curriculum Development and Instructional Personnel Development	8,328,372		8,328,372	130,328	8,458,700	(9,349)	8,449,351		8,449,351	(388,343)	8,061,008		8,061,008
21 Instructional Administration	14,730,387		14,730,387	(493,039)	14,237,348	(70,930)	14,166,418		14,166,418	381,680	14,548,098		14,548,098
23 School Administration	48,457,742		48,457,742	2,979	48,460,721	553	48,461,274		48,461,274	6,738	48,468,012		48,468,012
31 Guidance and Counseling Services	38,141,679		38,141,679	551,791	38,693,470	(99,042)	38,594,428		38,594,428	14,526	38,608,954		38,608,954
32 Attendance and Social Work Services	4,615,378		4,615,378	342,000	4,957,378		4,957,378		4,957,378		4,957,378		4,957,378
33 Health Services	9,481,942		9,481,942		9,481,942		9,481,942		9,481,942	12,590	9,494,532		9,494,532
34 Student (pupil) Transportation	20,175,333		20,175,333	37,025	20,212,358		20,212,358		20,212,358	(3,270,300)	16,942,058		16,942,058
35 Food Services	247,583		247,583		247,583	3,000	250,583		250,583	(766)	249,817		249,817
36 Cocurricular/Extracurricular Activities	14,472,275		14,472,275	(600)	14,471,675	42,116	14,513,791		14,513,791	12,472	14,526,263		14,526,263
41 General Administration	18,729,032		18,729,032		18,729,032	(13,320)	18,715,712		18,715,712		18,715,712	450,000	19,165,712
51 Plant Maintenance and Operations	81,595,350		81,595,350	28,338	81,623,688	29,091	81,652,779		81,652,779	(189,241)	81,463,538		81,463,538
52 Security and Monitoring Services	11,918,642		11,918,642	1,000	11,919,642	(24,200)	11,895,442		11,895,442	84,762	11,980,204		11,980,204
53 Data Processing Services	12,731,373		12,731,373		12,731,373	9,110	12,740,483		12,740,483	(18,297)	12,722,186		12,722,186
61 Community Services	5,138,608		5,138,608	86,512	5,225,120	16,920	5,242,040		5,242,040	2,200	5,244,240		5,244,240
71 Debt Service													
81 Facilities Acquisition & Construction	7,664,357		7,664,357	(1)	7,664,356		7,664,356	3,200,000	10,864,356	194,668	11,059,024	(450,000)	10,609,024
95 Juvenile Justice Alternative Education	350,000		350,000		350,000		350,000		350,000		350,000		350,000
97 Tax Increment Financing													
99 Other Intergovernmental Charges	2,600,000		2,600,000		2,600,000		2,600,000		2,600,000		2,600,000		2,600,000
<b>Total Charges to Appropriations</b>	<b>749,220,985</b>		<b>749,220,985</b>		<b>749,220,985</b>		<b>749,220,985</b>	<b>3,200,000</b>	<b>752,420,985</b>		<b>752,420,985</b>		<b>752,420,985</b>
Net Change in Fund Balance	(20,976,664)		(20,976,664)		(20,976,664)		(20,976,664)	127,134	(20,849,530)		(20,849,530)		(20,849,530)
Fund Balance-Beginning (Unaudited)	158,806,960		158,806,960		158,806,960		158,806,960		158,806,960		158,806,960		183,731,006
<b>Fund Balances-Ending (Unaudited)</b>	<b>\$137,830,296</b>		<b>\$137,830,296</b>		<b>\$137,830,296</b>		<b>\$137,830,296</b>	<b>\$127,134</b>	<b>\$137,957,430</b>		<b>\$137,957,430</b>		<b>\$162,881,476</b>



	ADD/ SUBTRACT	REVISED 11/30/16	ADD/ SUBTRACT	REVISED 12/31/16	ADD/ SUBTRACT	REVISED 1/31/17	ADD/ SUBTRACT	REVISED 2/28/17	ADD/ SUBTRACT	REVISED 3/31/17	ADD/ SUBTRACT	REVISED 4/30/17	ADD/ SUBTRACT	REVISED 5/31/17	ADD/ SUBTRACT	REVISED 6/30/17
		\$328,267,118		\$328,267,118		\$328,267,118		\$328,267,118		\$328,267,118		\$328,267,118		\$328,267,118		\$328,267,118
		\$390,664,500		\$390,664,500		\$390,664,500		\$390,664,500		\$390,664,500		\$390,664,500		\$390,664,500		\$390,664,500
		\$12,639,837		\$12,639,837		\$12,639,837		\$12,639,837		\$12,639,837		\$12,639,837		\$12,639,837		\$12,639,837
		731,571,455		731,571,455		731,571,455		731,571,455		731,571,455		731,571,455		731,571,455		731,571,455
	(28,185)	441,742,514	(27,539)	441,714,975	(15,558)	441,699,417	(44,460)	441,654,957	(17,886)	441,637,071	(97,678)	441,539,393	252,439	441,791,832	(3,459,709)	438,332,123
	508	10,659,771	5,516	10,665,287	4,140	10,669,427	(9,526)	10,659,901	(3,213)	10,656,688	(8,142)	10,648,546	(40,112)	10,608,434	403,900	11,012,334
	(4,357)	8,056,651	(8,983)	8,047,668	40,131	8,087,799	74,653	8,162,452	(5,602)	8,156,851	(58,241)	8,098,610	(200,085)	7,898,525	(539,687)	7,358,838
	5,200	14,553,298	5,000	14,558,298	2,577	14,560,875	(70,731)	14,490,144	(1,692)	14,488,453	47,836	14,536,289	(47,619)	14,488,670	(1,286,441)	13,202,229
	16,778	48,484,790	(15,473)	48,469,317	4,749	48,474,066	7,204	48,481,270	10,121	48,491,391	10	48,491,401	(3,430)	48,487,971	2,179,564	50,667,535
	(1,174)	38,607,780	(500)	38,607,280	(2,183)	38,605,097	302	38,605,399	(4,890)	38,600,509	39,600	38,640,109	(120,045)	38,520,064	2,264,992	40,785,056
		4,957,378		4,957,378		4,957,378	4,650	4,962,028		4,962,028	4,762	4,966,790	(13,250)	4,953,540	475,033	5,428,573
	2,050	9,496,582	(100)	9,496,482	300	9,496,782	103	9,496,885		9,496,885	(482)	9,496,403	(883)	9,495,520	150,020	9,645,540
		16,942,058		16,942,058	60,000	17,002,058		17,002,058		17,002,058		17,002,058	152,000	17,154,058	3,280,260	20,434,318
	(3,914)	245,903	(1,100)	244,803	(3,791)	241,012	(4,000)	237,012	(700)	236,312	2,729	239,041	(8,925)	230,116	12,078	242,194
	8,384	14,534,647	1,000	14,535,647	6,859	14,542,506	32,317	14,574,823	13,011	14,587,834	112,176	14,700,010	3,868	14,703,878	98,620	14,802,498
	950	19,166,662	100	19,166,762		19,166,762		19,166,762	(300)	19,166,462		19,166,462	23,506	19,189,968	(1,062,668)	18,127,300
	633	81,464,171	1,044	81,465,215	(62,650)	81,402,565	4,968	81,407,533	40,800	81,448,333	(16,680)	81,431,653	301,205	81,732,858	506,067	82,238,925
	3,125	11,983,329	717	11,984,046	3,766	11,987,812	520	11,988,332	350	11,988,682	(23,198)	11,965,484	2,466	11,967,950	197,139	12,165,089
		12,722,186	7,668	12,729,854	(38,540)	12,691,314	4,000	12,695,314		12,695,314	(2,066)	12,693,248	292,679	12,985,927		12,985,927
		5,244,240	32,650	5,276,890	(1,250)	5,275,640		5,275,640	10,000	5,285,640	(626)	5,285,014	(860)	5,284,154	195,031	5,479,185
	2	10,609,026		10,609,026	1,450	10,610,476		10,610,476	(40,000)	10,570,476		10,570,476	(592,954)	9,977,522	(3,033,642)	6,943,880
		350,000		350,000		350,000		350,000		350,000		350,000		350,000		350,000
		2,600,000		2,600,000		2,600,000		2,600,000		2,600,000		2,600,000		2,600,000	(380,556)	2,219,444
		752,420,985		752,420,985		752,420,985		752,420,985		752,420,985		752,420,985		752,420,985		752,420,985
		(20,849,530)		(20,849,530)		(20,849,530)		(20,849,530)		(20,849,530)		(20,849,530)		(20,849,530)		(20,849,530)
		183,731,006		183,731,006		183,731,006		183,731,006		183,731,006		183,731,006		183,731,006		183,731,006
		<b>\$162,881,476</b>		<b>\$162,881,476</b>		<b>\$162,881,476</b>		<b>\$162,881,476</b>		<b>\$162,881,476</b>		<b>\$162,881,476</b>		<b>\$162,881,476</b>		<b>\$162,881,476</b>

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**Debt Service Fund 599  
2016-2017  
Budget Amendment  
For The Period Ended June 30, 2017**

	<b>Debt Service Fund 599 2016- 2017 Budget 7/31/2016</b>	<b>Adjustments</b>	<b>Debt Service Fund 599 2016-2017 Amended Budget 6/30/2017</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
5700 Local Revenue	\$99,006,315	\$300,000	\$99,306,315
5800 State Revenue	2,276,822		2,276,822
5900 Federal Revenue	0		0
7900 Other Sources	0	197,206,084	197,206,084
<b>Total Revenue &amp; Other Sources</b>	<b>\$101,283,137</b>	<b>197,506,084</b>	<b>\$298,789,221</b>
<b><u>EXPENDITURES</u></b>			
71 Debt Service	\$101,612,500	(\$3,925,869)	\$97,686,631
97 Tax Increment Financing	\$0	\$0	\$0
<b>Total Budgeted Expenditures</b>	<b>\$101,612,500</b>	<b>(\$3,925,869)</b>	<b>\$97,686,631</b>
8900 Other Uses	\$0	\$196,223,925	\$196,223,925
<b>Subtotal Budgeted Expenditures and Other Uses</b>	<b>\$101,612,500</b>	<b>\$192,298,056</b>	<b>\$293,910,556</b>
<b>Excess (Deficiency)</b>	<b>(\$329,363)</b>	<b>\$5,208,028</b>	<b>\$4,878,665</b>
Beginning Fund Balance (Audited)	43,238,141		43,238,141
Fund Balance-Ending (Unaudited)	<b>\$42,908,778</b>	<b>\$5,208,028</b>	<b>\$48,116,806</b>

**Child Nutrition Fund  
2016-2017  
Budget Amendment  
June 30, 2017**

	<b>Child Nutrition Fund 701 2016- 2017 Budget at 05/31/2017</b>	<b>Adjustments</b>	<b>Child Nutrition Fund 701 2016- 2017 Budget at 06/30/2017</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
5700 Local Revenue	\$3,578,000	\$0	\$3,578,000
5800 State Revenue	250,000	0	250,000
5900/7900 Federal Revenue	48,467,000	0	48,467,000
Other Sources	0	0	0
<b>Total Revenue &amp; Other Sources</b>	<b>\$52,295,000</b>	<b>\$0</b>	<b>\$52,295,000</b>
<b><u>EXPENDITURES</u></b>			
35 Food Services	\$63,547,094	\$0	\$63,547,094
51 Plant Maintenance and Operations	\$931,486	\$0	\$931,486
52 Security and Monitoring Services	\$4,000	\$0	\$4,000
81 Facilities Acquisition and Construction	\$0	\$0	\$0
<b>Total Budgeted Expenditures</b>	<b>\$64,482,580</b>	<b>\$0</b>	<b>\$64,482,580</b>
<b>Excess Revenue/Appropriations and Change in Fund Balance</b>	<b>(\$12,187,580)</b>	<b>\$0</b>	<b>(\$12,187,580)</b>
Beginning Fund Balance (Audited))	13,729,511		13,729,511
Fund Balance-Ending (Unaudited)	<b>\$1,541,931</b>	<b>\$0</b>	<b>\$1,541,931</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING REGARDING  
OMNIBUS TRUANCY REFORM BILL PER TEXAS EDUCATION CODE  
25.0916**

**BACKGROUND:**

Legislative changes in 2015 decriminalized truancy offenses and charged school districts with shifting their focus and resources toward early intervention and prevention. FWISD shifted the resources from our truancy court operations to initiating Restorative Practices. County government and municipal truancy courts were directed to work collaboratively with their local public and private school districts to develop an agreement as to how all three will combine their efforts to address truancy in a more preventative fashion.

Led by Judge Glen Whitley and Mayor Betsy Price, FWISD representatives worked for more than a year with other school districts, County and City officials, and community stakeholders to develop the attached memorandum of understanding. It outlines what each of our respective institutions agrees to provide in the interest of combating truancy. Below are our responsibilities, all of which are core elements of our revised comprehensive truancy intervention program:

**1. PUBLIC SCHOOLS will provide:**

- a.** A specific **point-of-contact** to COORDINATE efforts on behalf of the **SCHOOL DISTRICT** and communicate such to necessary personnel and the Tarrant County Criminal District Attorney's Office, **COUNTY, TRUANCY COURTS, and FORT WORTH.**
- b.** Administrative leadership and/or personnel on projects initiated and led by the **PUBLIC SCHOOL.**
- c.** Assistance in gaining parental involvement in program activities by utilizing the resources of the **PUBLIC SCHOOLS.**
- d.** Curriculum expertise for educational based project activities.
- e.** Transportation related to educational based activities.
- f.** Data required for reporting purposes and for analyzing program goals and objectives as identified and agreed upon by each project grant or purchase order.

All school districts in Tarrant County will have the opportunity to sign the same MOU and make the same commitment.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Regarding Omnibus Truancy Reform Bill Per Texas Education Code Section 25.0916
2. Decline to Approve Memorandum of Understanding Regarding Omnibus Truancy Reform Bill Per Texas Education Code Section 25.0916
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding Regarding Omnibus Truancy Reform Bill Per Texas Education Code Section 25.0916

**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**

All FWISD Schools

Student Support Services: Student Engagemnt and School Completion

**RATIONALE:**

In the interest of preventing chronic absenteeism and addressing root causes of truancy, FWISD is committed to furthering a proactive, restorative approach that removes barriers to student success. This requires to ongoing collaboration with our City and County partners to support effective, coordinated interventions across our community.

**INFORMATION SOURCE:**

Charles Carroll  
Michael Steinert  
Christopher Riddick



**MEMORANDUM OF UNDERSTANDING  
TEXAS EDUCATION CODE CHAPTER 25.0916  
OMNIBUS TRUANCY REFORM BILL**

**PURPOSE**

The Independent School Districts and Open-Enrollment Charter Schools (**PUBLIC SCHOOLS**) located or operating within Tarrant County, Tarrant County (**COUNTY**), the City of Fort Worth, Texas (**FORT WORTH**) and the Tarrant County Justice of the Peace Courts, Juvenile Court and Municipal Courts That Handle Truancy Cases (**TRUANCY COURTS**) understand the importance of community collaboration in providing a positive and supportive environment for the children and youth, and agree that the quality of the community, justice system and the education students receive directly affect the overall quality of life throughout Tarrant County.

The **PUBLIC SCHOOLS, TRUANCY COURTS, FORT WORTH and the COUNTY** agree that the goal of this initiative is the reduction of truancy and improvement of graduation and attendance rates of students within TARRANT COUNTY as well as addressing community issues collectively with the Tarrant County Criminal District Attorney's Office, **TRUANCY COURTS**, and Juvenile Probation to provide effective solutions. The objectives will be to:

- a. Form a working collaboration among the **PUBLIC SCHOOLS, FORT WORTH, TRUANCY COURTS** and the **COUNTY** to comply with the 84<sup>th</sup> Texas Legislative Session HB 2398, the Omnibus Truancy Reform Bill.
- b. Share strategies, resources, and data, to quantify truancy and determine benchmarks and timelines for any implemented solutions; and
- c. Commit to working together to compare and discuss prevention and intervention strategies, analyze the applicable data, and compare policy and programs related to the reduction of truancy.

**ADVISORY COMMITTEE**

The **PUBLIC SCHOOLS, TRUANCY COURTS, FORT WORTH and the COUNTY** understand that based on Section 25.0916 Texas Education Code (TEC) the Tarrant County Judge and the Mayor of Fort Worth, Texas have formally

appointed the mandated Truancy Reform Committee. The Committee is an **ADVISORY COMMITTEE** established to **RECOMMEND** uniform truancy policy for each **PUBLIC SCHOOL** operating in the **COUNTY**. The truancy prevention and intervention plans are specific to each **PUBLIC SCHOOL**. Compliance with the Committee recommendations is voluntary. (See Appendix)

### **CONFLICTS OF INTEREST**

The **PUBLIC SCHOOLS, TRUANCY COURTS, FORT WORTH and the COUNTY** agree the Truancy Reform Committee members will carry out these functions and responsibilities in good faith. Each entity confirms that no conflict of interest exists or is likely to arise in the performance of these obligations. Each agrees to promptly notify if an actual or potential conflict of interest and, in turn, agree to the necessary actions required to ensure that the conflict of interest is avoided. (Texas Local Government Code, Chapter 171)

### **LOCAL PLANNING AND COORDINATION**

This MOU is an agreement among the **PUBLIC SCHOOLS, TRUANCY COURTS, FORT WORTH and the COUNTY** to assure that the School Responsibilities Regarding Truancy as required by TEC 25.0915 and 25.0916 and clarified by the Texas Office of Court Administration (OCA) include but are not limited to the establishment of uniform policies and practices related to the attendance process, parent notification procedures, truancy prevention measures, referral process, and exception clauses when filing cases with the Tarrant County Criminal District Attorney's Office, and **TRUANCY COURTS**.

### **INFORMATION SHARING**

This MOU is an agreement among the **PUBLIC SCHOOLS, TRUANCY COURTS, FORT WORTH and the COUNTY** to ensure that information sharing and tracking strategies among Tarrant County Criminal District Attorney's Office and **TRUANCY COURTS**, and Juvenile Probation will be established as required by law.

Pursuant to the MOU, changes to statutes or state agency rules addressing truancy will be communicated and/or recommended to the duly appointed Truancy Reform Committee by the Truancy Reform Committee Presiding Chair.

### **COUNTYWIDE PLANNING AND COORDINATION**

This Committee, acting pursuant to this MOU, will establish a Countywide Truancy Plan that complies with the requirements of the Texas Education Code Sections 25.0915 and 25.0916.

The **PUBLIC SCHOOLS, TRUANCY COURTS, FORT WORTH** and the **COUNTY** agree that compliance with the MOU will improve the effective administration of justice and enhance community safety.

For each collaborative project initiated under this MOU, each entity will provide the following in addition to any stipulations required by a grant or other agreement:

**1. PUBLIC SCHOOLS will provide:**

- a. A specific point-of-contact to coordinate efforts on behalf of the PUBLIC SCHOOL and communicate such to necessary personnel and the Tarrant County Criminal District Attorney's Office, COUNTY, TRUANCY COURTS, and FORT WORTH;**
- b. Administrative leadership and/or personnel on projects initiated and led by the PUBLIC SCHOOL;**
- c. Assistance in gaining parental involvement in program activities by utilizing the resources of the PUBLIC SCHOOLS;**
- d. Curriculum expertise for educational based project activities;**
- e. Transportation related to educational based activities;**
- f. Data required for reporting purposes and for analyzing program goals and objectives as identified and agreed upon by each project grant or purchase order.**

**2. TRUANCY COURTS will provide:**

- a. A specific point-of-contact to coordinate efforts on behalf of TRUANCY COURTS that handle truancy cases and communicate such to necessary personnel and the Tarrant County Criminal District Attorney's Office, COUNTY, PUBLIC SCHOOLS and FORT WORTH.**
- b. The TRUANCY COURTS will provide collaborative planning sessions, participate in collaborative projects, participate in problem solving justice and evaluation sessions, and can provide/present general education on the court, its role and procedures.**

3. The **COUNTY** will provide:

- a. A specific point-of-contact within the Tarrant County Administrator's Office to coordinate efforts on behalf of the **COUNTY** and communicate with necessary personnel with the Tarrant County Criminal District Attorney's Office, **PUBLIC SCHOOLS, TRUANCY COURTS** and **FORT WORTH**.
- b. Administrative leadership and/or personnel on projects initiated and led by the **COUNTY**.
- c. Assistance in gaining community involvement in program activities by utilizing the resources of the **COUNTY**.
- d. Juvenile and Adult Criminal Justice System data required for analyzing program goals and objectives, outputs and outcomes as identified and agreed.

4. **The PUBLIC SCHOOLS, FORT WORTH, TRUANCY COURTS** and the **COUNTY** agree to:

- a. Coordinate these efforts with the aforementioned respective groups, departments and/or agencies and meet the first Tuesday of the month at a minimum of four (4) times per calendar year or as otherwise indicated by the presiding officer;
- b. Participate in planning sessions for collaborative projects for the purposes of designing effective implementation and execution plans;
- c. Participate in presentations to report the progress of collaboration projects to the respective governing body;
- d. Participate in ongoing problem solving and evaluation sessions to determine the effectiveness of current projects, both collaborative and individual, and identify new or unaddressed areas of greatest need within the county;
- e. Participate in the evaluation and reporting process as required by a grant or other requirement.

5. **The PUBLIC SCHOOLS, FORT WORTH, TRUANCY COURTS** and the **COUNTY** agree that **Truancy Reform Committee Presiding Officer** made formal recommendations of these aforementioned measures as prescribed by law before May 1, 2016 through a training session facilitated by the Office of Court Administration (OCA) on February 9, 2016 at Tarrant County College Northwest Campus. These measures were communicated to each Tarrant

County School District, Municipal Court, Juvenile Court, Justice of the Peace Court that voluntarily chose to participate in the session as well as the Tarrant County Judge and the Mayor of the City of Fort Worth, Texas.

6. **The PUBLIC SCHOOLS, FORT WORTH, TRUANCY COURTS and the COUNTY** agree that the committee's presiding officer shall issue a report not later than December 1, 2017, to the county judge and mayor of the municipality with the greatest population in the county on the implementation of the recommendations and compliance with state truancy laws by a school district operating in the county.

**Indemnification:** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence which may arise in connection with, and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by, this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

**Term:** The initial term of this MOU begins with the date of final execution by all parties and ends on \_\_\_\_\_. It may be renewed for two (2) one year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the **COUNTY, TRUANCY COURTS, FORT WORTH and PUBLIC SCHOOLS** shall review this MOU and may renew this MOU on approval of the **COUNTY, FORT WORTH, TRUANCY COURTS and PUBLIC SCHOOLS**.

**Termination:** Any party may withdraw from this MOU on 120 days written notice to the other parties. Any party may terminate its involvement in this MOU upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to: a violation of this MOU or applicable law, the making of a misrepresentation or false statement by one of the parties' duties, or the occurrence of a conflict of interest between the parties that cannot be resolved. Each party has 30 days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework.

**Assignment:** No party may assign its interest in the MOU without the written permission of the other parties.

**Limitations of Authority:**

- a. No party has the authority of or behalf of any other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied. No provision of this MOU shall be read to impair the sphere of authority of a local government or elected official in areas reserved to that entity or official.
- b. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understandings or oral agreements between the **COUNTY, TRUANCY COURTS, FORT WORTH and PUBLIC SCHOOLS**. Any representations, promises, or guarantees not stated in the body of this MOU are null and void and of no effect.
- c. Except as required by law, no party may make, revise alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the legal advisors and governing bodies for the **COUNTY, TRUANCY COURTS, FORT WORTH and PUBLIC SCHOOLS**.

No party may incur any debt, obligation, expense, or liability of any kind against others without the other's express written approval.

**Waiver:** The failure of any party hereto to exercise the rights granted it herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

**Applicable Law:** This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

**Venue:** Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

**Miscellaneous Provisions:**

- a. No party shall have control over any other party with respect to hours, times, employment, policy or operations.
- b. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State and local laws.

**Signatory Clause:** The individuals executing this Agreement on behalf of the **COUNTY, TRUANCY COURTS, FORT WORTH** and **PUBLIC SCHOOLS** acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All Parties hereby acknowledge that they have read and understood this Agreement.

As to all Parties that are Governmental Entities, Form 1295 Is Not Required as to any open-enrollment charter school operated by a tax-exempt entity. A Form 1295 is required to be attached to that school's signature page, unless a copy of a specific statute making that school or entity a governmental entity under the Texas Government Code §2252.908 is attached instead.

APPROVED AS TO CONTENT

\_\_\_\_\_  
Leslie J. Smith  
Presiding Officer, Truancy Reform Committee  
Tarrant County Administrator's Office  
100 East Weatherford St. Fort Worth, Texas  
817.884.1734

Date: \_\_\_\_\_ Day Of \_\_\_\_\_ 2017

SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**COUNTY OF TARRANT**

STATE OF TEXAS

\_\_\_\_\_  
B. Glen Whitley  
County Judge

APPROVED AS TO FORM:

\_\_\_\_\_  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

IN WITNESS WHEREOF, the following authorized representatives execute this agreement:

**CITY OF FORT WORTH TEXAS**

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

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



**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

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

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

DRAFT

**EVERMAN INDEPENDENT SCHOOL DISTRICT**

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

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

DRAFT

**CHAPEL HILL ACADEMY**

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

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

DRAFT

**ARLINGTON INDEPENDENT SCHOOL DISTRICT**

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

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

DRAFT

**CROWLEY INDEPENDENT SCHOOL DISTRICT**

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

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

DRAFT

**CASTLEBERRY INDEPENDENT SCHOOL DISTRICT**

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

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

DRAFT

**BURLESON INDEPENDENT SCHOOL DISTRICT**

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

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

DRAFT

## **APPENDIX A**

**Texas Education Code 25.0916  
OMNIBUS TRUANCY REFORM BILL  
TRUANCY REFORM  
ADVISORY COMMITTEE**

1. Arlington ISD, Asst. Superintendent of Administration, Michael Hill
2. Arlington Municipal Court, Juvenile Case Mgr., Carlin Caliman
3. Associate Judge, 323<sup>rd</sup> District Court, James C. Teel
4. Chapel Hill Academy, Andres Valdez
5. Director, Program Dev., Tarrant Net, Chaplain Sultan Cole
6. District Court Judge, 323<sup>rd</sup> , Timothy A. Menikos
7. Everman ISD, Superintendent, Curtis Amos
8. Fort Worth ISD, School Board President, Jacinto Ramos
9. Fort Worth Municipal Court Judge, Raquel Brown
10. FWISD, Asst. Superintendent, Michael Steinert
11. FWISD, Chris Riddick, Director of Student Engagement & School Completion
12. Justice of the Peace, Pct. 1, Ralph Swearingin
13. Justice of the Peace, Pct. 7, Matt Hayes
14. Mr. Gene Jones, Deputy Chief of Police (Ret) Fort Worth, Texas
15. Reverend Kyev Tatum, President , Southern Christian Leadership Conference
16. Tarrant County Assistant Criminal District Attorney, Michael J. Hanson
17. Tarrant County Assistant Criminal District Attorney, Valerie Baston
18. Tarrant County Criminal Justice Manager, Les Smith



**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVAL OF THE CONTRACT BETWEEN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY FOR JUVENILE TEACHING SERVICES FOR THE 2017-2018 SCHOOL YEAR**

**BACKGROUND:**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for adjudicated and expelled students under probation; subject to the approval of the Texas Juvenile Probation Commission.

This contract for services is between Tarrant County, Texas, referred to as “County” and FWISD referred to as “Provider”, for the provision of carrying out requirements of Chapter 37, Texas Education Code. The County and Provider desire to enter this contract, whereby the provider will support and maintain the instructional program for the Tarrant County Juvenile Justice Alternative Education Program.

The Tarrant County Juvenile Board through Tarrant County Juvenile Services will reimburse FWISD for teachers and administrator expenses in an amount not to exceed \$478,202, per school year. FWISD will provide one Coordinator of Educational Services, four full-time certified teachers and one full-time certified special education teacher. If it becomes necessary to add additional teachers to maintain a teacher-student ratio of 1:12, this contract amount may be increased to that extent.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the contract between the Fort Worth Independent School District (FWISD) and Tarrant County Juvenile Justice Alternative Education Program (JJAEP) teaching services for the 2017-2018 School Year
2. Decline to Approve the contract between the Fort Worth Independent School District (FWISD) and Tarrant County Juvenile Justice Alternative Education Program (JJAEP) teaching services for the 2017-2018 School Year
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the contract between the Fort Worth Independent School District (FWISD) AND Tarrant County for Juvenile Teaching Services the 2017-2018 School Year

**FUNDING SOURCE**

*Additional Details*

Special Revenue

499-11-6119-001-040-24-776-000000-18376

**COST:**

\$478,202

**VENDOR:**

Tarrant County Texas

**PURCHASING MECHANISM**

Select Purchasing Category

***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:**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision.

**INFORMATION SOURCE:**

Charles Carroll  
Cherie Washington  
TJ Jarchow  
Michael Steinert  
Ramona Soto  
Raul Perez



STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

JUVENILE SERVICES CONTRACT  
FOR TEACHING SERVICES  
WITH FORT WORTH ISD

## BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Fort Worth Independent School District, hereinafter referred to as ("PROVIDER"), for the provision of carrying out requirements of Chapter 37, Texas Education Code, and it incorporates the same as if fully set out herein. The COUNTY and PROVIDER desire to enter this Contract, whereby the PROVIDER will support and maintain the instructional program for the Tarrant County Juvenile Justice Alternative Education Program, hereinafter referred to as ("JJAEP"). The Commissioners Court finds that this serves a public purpose for Tarrant County Juvenile Services, hereinafter referred to as ("TCJS") to execute its mandated responsibility to operate the JJAEP, in Tarrant County, Texas.

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

PROVIDER will supply and/or perform the following:

- 1.1 One (1) Coordinator of Educational Services;
- 1.2 Four (4) full-time certified teachers;
- 1.3 One (1) full-time certified special education teacher;
- 1.4 If it becomes necessary to add additional teachers to maintain a teacher-student ratio of 1:12, this Contract amount may be increased to that extent;
- 1.5 PROVIDER will be fully responsible to ensure that the program meets all educational instruction requirements and meets all reporting and documentation requirements pursuant to all federal, state, and local laws, including special education requirements per the Memorandum of Understanding. A copy of said MOU is attached hereto as "**Attachment "A"**" and is incorporated herein for all purposes; and
- 1.6 PROVIDER will designate the Coordinator of Educational Services and COUNTY will designate Mr. Kenneth Harris, JJAEP Deputy Assistant Director, 3131 Sanguinet, located in Fort Worth, TX 76107, Phone: 817-255-2522, FAX: 817-732-3966, as coordinator. In the event said person, for whatever reason, ceases to be the liaison or coordinator, the party represented thereby will immediately designate a new (or interim) liaison or coordinator and will notify the other party of such designation. The liaisons/coordinators will work together to ensure the effective communication necessary to this joint effort.

### 2 TERM

This Contract will begin on September 1, 2017 and concludes on August 31, 2018. The instructional day will be a minimum of seven hours. The length of the school year will be 180 days with an optional 35 days for the summer session.

### 3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluation on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:
- 3.2.1 Provide an instructional program that allows students to perform at grade level with a one year level of student academic progress in the areas of reading and math, for one year of instruction.
  - 3.2.2 Provide a counseling and behavioral component to address student behaviors and needs, while promoting pro-social skills, self-sufficiency, self-discipline, and family involvement.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
- 3.3.1 Provide, supervise and evaluate Coordinator(s) of Educational Services, 4 certified teachers, 1 certified special education teacher, and daily coverage for up to 215 school days.
  - 3.3.2 Provide 4 core academic subjects, Computer Lab, and GED quality curriculums and instruction.
  - 3.3.3 Coordinate, organize and administer state mandated testing, including TAKS, STAAR and End of Course.
  - 3.3.4 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:
- 3.4.1 Overall student progress is a minimum of ½ grade level per 90 day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing.
  - 3.4.2 Maintain a minimum of 85% successful program completion rate.
  - 3.4.3 Achieve a minimum of 80% daily attendance rate.

#### 4 COST

COUNTY will pay not more than \$478,202 pursuant to this Contract for reimbursement of teacher expenses. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed in accordance with this Contract;
- 4.2 PROVIDER will send monthly invoice to Tarrant County Juvenile Services, ATTN: Kenneth Harris, 2701 Kimbo Road, Fort Worth, TX 76111 or [KHarris@tarrantcounty.com](mailto:KHarris@tarrantcounty.com);
- 4.3 PROVIDER understands that PROVIDER is responsible for any other expenses or services incurred by PROVIDER or other agencies in performing its services under this Contract; and
- 4.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

#### 5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

## 6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in JJAEP, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

## 7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:
- 7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office); and
  - 7.1.2 Texas Juvenile Justice Department, hereinafter referred to as "TJJD", by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.
- 7.3 The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

## 8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

## 9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

## 10 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

## 11 DISCLOSURE OF INFORMATION

- 11.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to Chief Probation Officer at 817-838-4643.
- 11.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 11.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 11.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

- 11.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 11.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 11.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 11.1.7 The identify of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 11.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

## 12 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

## 13 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without the prior written consent of COUNTY.

## 14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the contract or the proceeds thereof.

## 15 DEFAULT

- 15.1 COUNTY may, by written notice of default to PROVIDER, terminate the whole or any part of this Contract as it deems appropriate, in any of the following circumstances:
  - 15.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
  - 15.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms;
  - 15.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.
- 15.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

**16 LIQUIDATED DAMAGES**

- 16.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 16.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

**17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 17.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 17.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

**18 TERMINATION**

- 18.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
  - 18.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
  - 18.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 18.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 18.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

**19 PARTIES ADDRESSES**

**COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

**PROVIDER**

Dr. Kent Paredes Scribner  
Superintendent, Fort Worth ISD  
100 North University Dr., Suite 150  
Fort Worth, TX 76107

**20 WAIVER OF SUBROGATION**

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, or subcontractors against COUNTY.



## 21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

## 22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to insure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Contract, party's agent, or party's employee, otherwise provided by law.

## 23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

## 24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

## 25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 26.2 The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified Goals and Outcomes. Said Goals and Outcomes, if applicable, are published and attached hereto, and directly relate to program objectives as required by the Texas Human Resources Code Section 141.050(b). Goals and Outcomes may be periodically revised. Failure to comply with this requirement will be treated as a default. (**Attachment "B" – Goals and Outcomes**)
- 26.3 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "C" - Family Code 231.006**)
- 26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "D")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.7 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 26.8 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.9 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

**27 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**28 PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

**29 AMENDMENTS**

29.1 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

29.2 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

**30 DISCLOSURE OF INTERESTED PARTIES**

30.1 The Fort Worth Independent School District acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2017, by Commissioners Court Order Number \_\_\_\_\_.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Contract was formally approved by **Fort Worth Independent School District**, the entity authorized to bind FORT WORTH INDEPENDENT SCHOOL DISTRICT, by action on \_\_\_\_\_

Signature: \_\_\_\_\_

NAME: Dr. Kent Paredes Scribner

TITLE/ENTITY: Superintendent, Fort Worth ISD

ADDRESS: 100 North University, Suite 150


Fort Worth, TX 76107

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_

**TARRANT COUNTY JUVENILE BOARD:**

This Contract was formally approved by the **Tarrant County Juvenile Board**, the entity authorized to bind TARRANT COUNTY JUVENILE BOARD, by vote in public, posted meeting on \_\_\_\_\_.

SIGNATURE:   
NAME: Nancy Berger, 322<sup>nd</sup> District Court  
TITLE/ENTITY: Juvenile Board Chair  
ADDRESS: 200 E. Weatherford St., 4<sup>th</sup> Family Law Center  
Fort Worth, TX 76196-0216  
PHONE: 817-884-1597

**TARRANT COUNTY, TEXAS:**

This Contract was formally approved by the **Tarrant County Commissioners Court**, the entity authorized to bind TARRANT COUNTY, TEXAS, by vote in public, posted meeting on \_\_\_\_\_.

SIGNATURE: \_\_\_\_\_  
NAME: B. Glen Whitley  
TITLE/ENTITY: Tarrant County Judge  
ADDRESS: 100 East Weatherford Street  
Fort Worth, TX 76196-0101  
PHONE: 817-884-1441      FAX: 817-884-2793

**\*CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$478,202:**

**569011 / Grant 2004 / 2610115000 / P0027-2018**

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: 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**

**BACKGROUND:**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP), subject to the approval of the Texas Juvenile Probation Commission.

The Tarrant County Juvenile Board, in cooperation with school districts in Tarrant County, will provide a Juvenile Justice Alternative Education Program as specified in Chapter 37 of the Texas Education code; either through the direct provisions of services or a contractual agreement with an education provider. The memorandum of understanding between the Juvenile Board and the districts of Tarrant County outlines the financial and other operational arrangements between the two entities. FWISD will pay \$129.00, per day, in an amount not to exceed \$150,000, for students that may be expelled under Chapter 37.007 (b), (c), (f) or removed under 37.309.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Memorandum of Understanding between the Fort Worth Independent School District (FWISD) and the Juvenile Justice Alternative Education Program (JJAEP) for the 2017-2018 School Year.
2. Decline to Approve the Memorandum of Understanding between the Fort Worth Independent School District (FWISD) and the Juvenile Justice Alternative Education Program (JJAEP) for the 2017-2018 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 Juvenile Justice Alternative Education Program (JJAEP) for the 2017-2018 School Year.

**FUNDING SOURCE**

*Additional Details*

General Fund

199-95-6223-001-999-24-393-000000

**COST:**

\$150,000

**VENDOR:**

Tarrant County Juvenile Justice Alternative Education Program

**PURCHASING MECHANISM**

Select Purchasing Category

***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:**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision.

**INFORMATION SOURCE:**

Charles Carroll  
Cherie Washington  
TJ Jarchow  
Michael Steinert  
Ramona Soto  
Raul Perez

# Attachment "A"

## JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM IN TARRANT COUNTY MEMORANDUM OF UNDERSTANDING

**Term of Agreement:** August 1, 2017 – July 31, 2018

**TARRANT COUNTY JUVENILE BOARD  
TARRANT COUNTY JUVENILE SERVICES  
TARRANT COUNTY PUBLIC SCHOOL DISTRICTS  
TARRANT COUNTY JUVENILE COURT**

This memorandum of understanding (MOU) is entered into pursuant to Chapter 37, Texas Education Code, by and between certain Texas public school districts in Tarrant County ("Districts"), as indicated by the signatures of their representatives to this Memorandum hereinbelow and the Juvenile Board of Tarrant County.

**WHEREAS**, Tarrant County, Texas has a population greater than 125,000, and therefore, the Tarrant County Juvenile Board is required to develop a Juvenile Justice Alternative Education Program (JJAEP) subject to the approval of the Texas Juvenile Justice Department; and

**WHEREAS**, the Districts of Tarrant County desire to participate in and positively support the Program.

**NOW, THEREFORE**, the Districts and the Juvenile Board, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth herein, agree as follows:

1. **Subject Of Agreement:** The Juvenile Board, in cooperation with the Districts, will provide the juvenile justice alternative educational programming as specified in Chapter 37, Texas Education Code, either through the direct provision of services or through a contractual agreement with an education provider. The programming will be managed by Tarrant County Juvenile Services ("TCJS"), subject to the oversight of the Juvenile Board. TCJS and its authorized representatives and employees shall be the contact point for the districts regarding JJAEP matters.
2. **School Districts:** The Juvenile Board will offer JJAEP services for the benefit of any school district located, in whole or in part, in Tarrant County, Texas, for students of the district who reside in Tarrant County or whose managing conservator, joint managing conservator, or possessory conservator reside in Tarrant County. The districts include:

Arlington  
Azle  
Birdville  
Burleson  
Carroll  
Castleberry  
Crowley  
Eagle Mountain-Saginaw  
Everman

Fort Worth  
Grapevine-Colleyville  
Hurst Euless Bedford  
Keller  
Kennedale  
Lake Worth  
Mansfield  
Northwest  
White Settlement

3. **Location:** The JJAEP will be provided in a facility operated and maintained by Tarrant County, Texas or through a contractual agreement with an education provider. Facilities must comply with all applicable federal, state, county and city regulations.
4. **Enrollment:** Texas Education Code, Chapter 37.010 (a) requires that every expelled student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. The JJAEP will provide services to students expelled under the mandatory expulsion criteria in Chapter 37.007, (a), (d), or (e), or who are ordered to attend the JJAEP by the Juvenile Court.

The JJAEP will also provide services to students grade levels 6<sup>th</sup> – 12<sup>th</sup> or ages 12 – 17 expelled under the discretionary expulsion criteria in Chapter 37.007 (b), (c), or (f), and who are referred to the JJAEP by a school district. Discretionary referrals will be accepted on an as space is available basis.

Each District will provide the Director of TCJS a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30<sup>th</sup> each year. (Attachment A)

The Juvenile Board will provide JJAEP services to expelled students who are less than eighteen (18) years of age. Students referred eighteen (18) years of age or older will be reviewed for admission on an individual basis and will be admitted or denied at the sole discretion of the Director of TCJS. The JJAEP will be required to begin enrollment proceedings within two (2) working days of receipt of referral, and the student will attend the JJAEP within two (2) working days of the initiation of enrollment proceedings. Upon expulsion to JJAEP, parents electing to place their child in a private or home school will be required to meet with a TCJS Probation Officer for intake and will provide private school information or home school curriculum information to the Probation Officer. The Probation Officer will review the terms of the expulsion order and all applicable terms of probation. If the District Court does not intervene by ordering this student to attend the JJAEP, then TCJS will notify the District liaison of the parent's decision to place their child in private or home school.

5. **Referral:** If a student is expelled under the mandatory or discretionary Title 5 felony expulsions provisions, the referral to TCJS requires a law enforcement report. If a student is removed to the JJAEP under the registered sex offender provision, the referral to TCJS requires official documentation of this registration. All referrals should be completed on the "Independent School District Removal and Expulsion Notification to Tarrant County Juvenile Services" form with the following attachments: expulsion order, sending school withdrawal form with grades, recent report card, TEA withdrawal form, status of LEP if applicable and any accompanying documentation regarding testing exemptions, high school transcript, TAKS/STAAR/EOC test profile sheet, recent TAKS/STAAR/EOC scores, graduation plan, immunization record, special education records including recent admission

review and dismissal (ARD) report, manifestation determination (ARD), individual education plan (IEP), modifications necessary for success in general education program, psychological assessment, and application for free and reduced priced meals.

6. **Reimbursement:** (A) From August 1, 2017 to July 31, 2018, the Juvenile Board will provide an alternative education program for expelled students who meet the criteria of Chapter 37, Section 37.007 (a), (d), or (e), as outlined by the Texas Juvenile Justice Department, including mandatory expulsions when the adjudication petition is not sustained or if the proceeding is dismissed. The state will pay \$96.00 a day for each day of attendance. (B) Each school district that refers a student expelled under Chapter 37.007 (b), (c), or (f) or removed under 37.309 will pay \$129.00 a day for every day of attendance. In the event of school closure, due to severe community health issue, disaster, flood or extreme weather condition, said school district will pay \$125 a day during any such closure for up to five (5) school calendar days. Payments will be made within thirty (30) days of receipt of an invoice from TCJS. Districts placing discretionary students in the JJAEP agree up to a 180 days regular school year, and up to a 35 days summer school program.
7. **Due Process:** Students who are expelled from the school district setting will be afforded due process within the respective school district as provided by school district policy and federal and state law.
8. **Notice:** (A) For purposes of this agreement and pursuant to the Texas Family Code, Section 52.041 (e), notice by a school district of an expulsion must be provided to Tarrant County Juvenile Services, 3200 Sanguinet, Fort Worth, Texas 76107, within two (2) working days of the expulsion order. Failure to timely notify Juvenile Services will result in the District's duty to compel the student to continue attending the school district's educational program, which will be provided to that student until such time as the notification to Juvenile Services is properly made. (B) Juvenile Services will provide notification to school districts of action taken regarding expulsion referrals within two (2) working days of the disposition of those cases identified in accordance with Texas Family Code, Section 52.041 (d).
9. **Placement Term:** For each student expelled under mandatory and discretionary expulsion criteria, who is placed in the JJAEP by a District or TCJS, the minimum term of such placement will be coterminous with the term of the student's expulsion from school. The minimum placement in JJAEP will be 90 successful days of attendance with appropriate behavior. The maximum placement shall be twelve (12) months. Through mutual agreement with JJAEP and the local ISD a student may be expelled longer than a calendar year. The JJAEP may offer incentives for positive behavior which may include up to a 20-day reduction in the expulsion term. District expulsion orders will require the student to successfully complete all program requirements of the JJAEP. A weekly attendance and behavioral progress record will be provided to the districts. For each student expelled under the mandatory expulsion criteria who is placed at the JJAEP, the Juvenile Court will consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or

probation. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence. The student's assignment at the district of residence will be within the sole discretion of the district of residence.

10. **District Liaison**: The District will appoint a person to coordinate referral and transition services and communications related to the intake, educational programming and the transition back to the district for students who have fulfilled all conditions of expulsion and/or court-ordered placement at the JJAEP.
11. **Transportation**: Transportation of students to the JJAEP is the responsibility of the student and/or their parents. Special Education students' transportation to the JJAEP (as a related service) will be reviewed by the district ARD committee prior to placement, and may be provided as determined by District policy. In circumstances where transportation services are provided by the Juvenile Board, the school district will provide a designated, supervised pick-up and drop-off point for JJAEP students from their district. Tarrant County shall be reimbursed for appropriate transportation expenses as provided by law. The reimbursement terms shall be negotiated by the Board, or its representative, and all applicable school districts, individually or collectively, as appropriate.
12. **Instructional Program**: The JJAEP will provide instruction in English Language Arts, Math, Science, Social Studies, and self-discipline.
13. **Academic Progress Review**: The Juvenile Board will ensure a review of student's academic progress with each enrolled student and with the student's parent/guardian at every JJAEP grade reporting period (not to exceed six (6) weeks), and at discharge.
14. **Graduation Plan**: The District and Juvenile Board will ensure the development of a specific graduation plan for each enrolled high school student. The JJAEP will review a student's progress toward meeting high school graduation requirements at the end of every semester. The District will consider work completed and/or course credit earned in the JJAEP as credit earned at a district school.
15. **Special Education**: The JJAEP must be notified in writing and invited to participate in all ARD committee meetings scheduled to consider placement at the JJAEP for a special education student. The District Liaison is responsible for notifying all parties involved. Prior to the ARD, the District will contact the JJAEP Coordinator of Educational Services to discuss the student transition plan. Students with disabilities who are placed in the JJAEP will be afforded education services determined by a duly constituted ARD committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State laws. Both those educational and non-educational services to be provided in accordance with the student's IEP which are not statutorily required to be provided

by the JJAEP will be provided by the school district. The district will be responsible for annual ARDs, three-year re-evaluation ARDs, and assessments.

The JJAEP provider may request in writing to the District Liaison the evaluation of a JJAEP student to review or determine the need for special education and related services. The district will prioritize these requests.

16. **Transition Process:** In anticipation that a student is going to meet the district expulsion order and Court requirements, the JJAEP will contact the District Liaison 7-10 days prior to the anticipated release date to determine the student's placement upon return. The JJAEP will complete the exit packet, and coordinate the student's transition with the parent and receiving school. JJAEP follow-up services will be available for up to six (6) months after discharge when requested by the school district, parent, or student.
17. **Student Codes of Conduct:** The Juvenile Board will ensure the development and adoption of a Student Code of Conduct for students enrolled in the JJAEP. In order to facilitate student transition planning, the District will file with the Juvenile Board a copy of the District's approved Student Code of Conduct. The TEC 37.007 (c) defines the serious misbehaviors for which a student may be placed in the JJAEP, if the conduct occurs while the student is enrolled in the District's Alternative Education Program ("DAEP").
18. **Compulsory Attendance:** TCJS or its JJAEP provider will enforce the compulsory attendance laws for students enrolled in the JJAEP. TCJS will notify the district liaison when a student fails to enroll in the JJAEP, and the District will enforce the compulsory attendance laws as to that student. The JJAEP will provide the district liaison a preliminary JJAEP school calendar for the upcoming school year by August 1<sup>st</sup> each year.
19. **Term:** The term of this agreement will commence on the 1st day of August 2017, and will end on July 31, 2018.
20. **Disclosure of Interested Parties:** All signatures acknowledge that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_ Independent School District Tarrant County

By: \_\_\_\_\_  
Board of Trustees, President

By:   
Juvenile Board, Chairman

Attest:

By:   
Director, Juvenile Services

By: \_\_\_\_\_  
Board of Trustees, Secretary

Recommended:

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

# Attachment A

## JJAEP School Year Projections Report

The Memorandum of Understanding states:

Each District will provide the Director of TCJS a **viable** estimate of the number of projected **discretionary** student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year.

### Projected # of new discretionary referrals to the JJAEP for the 2017/2018 School Year:

Priority 1

# of new discretionary Title 5 felonies and registered sex offender referrals:

6

Priority 2

# of other new discretionary referrals accompanied by a felony, class A or B misdemeanor law enforcement report #:

2

Priority 3

# of other new discretionary referrals, such as serious misbehavior while in a DAEP:

4

\*\*\*\*\*

Projected # of discretionary student attendance days to be utilized at the JJAEP for the 2017/2018 School Year:

12

FWISD

District

Raúl Pérez

District Liaison Signature

Date

6/2/17



**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH  
I.S.D. AND RAINWATER CHARITABLE FOUNDATION**

**BACKGROUND:**

During the 2012-13 school year, the Rainwater Charitable Foundation funded Morningside Children's Partnership (MCP). This partnership was established to further the mission of the District by providing resources and support to five campuses in the O.D. Wyatt Pyramid. MCP has expanded its reach and included a total of eleven schools during the 2016-17 school year. In an effort to become more efficient, it was agreed by both parties a Memorandum of Understanding be established to clearly define expectations and roles of each party.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Memorandum of Understanding between Fort Worth I.S.D and Rainwater Charitable Foundation
2. Decline to Approve the Memorandum of Understanding between Fort Worth I.S.D and Rainwater Charitable Foundation
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Memorandum of Understanding between Fort Worth I.S.D and Rainwater Charitable Foundation

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

No Cost

**VENDOR:**

Rainwater Charitable Foundation

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Campuses included in MCP for the 2017-18 school year are:

Oscar Dean Wyatt High School  
Morningside Middle School  
Glencrest 6<sup>th</sup> Grade Center  
Morningside Elementary School  
Edward J. Briscoe Elementary School  
Carroll Peak Elementary School  
Van Zandt Guinn Elementary School  
Clifford Davis Elementary School  
Harlean Beal Elementary School

**RATIONALE:**

Fort Worth I.S.D. and the Rainwater Charitable Foundation elected to establish this agreement to support the District's Mission and to ensure the effective and efficient use of both organization's resources by articulating and clarifying the roles and commitments of each party.

**INFORMATION SOURCE:**

Sherry Breed  
Elsie Schiro  
Andrew Chambers

## MASTER AGREEMENT CONCERNING THE MORNINGSIDE CHILDREN’S PARTNERSHIP

### Fort Worth ISD and Rainwater Charitable Foundation

This Master Agreement Concerning The Morningside Children’s Partnership (Agreement) is between **Fort Worth ISD** (“**FWISD**”) and **Rainwater Charitable Foundation** (“**RCF**”) (collectively hereinafter the “Parties” or individually “Party”).

#### I. Statement of Purpose

The Mission of FWISD is preparing all students for success in college, career, and community leadership.

In an effort to maximize the effectiveness of the core educational services provided by FWISD to schools loosely located within the Morningside neighborhood, RCF has historically contributed funds to supplement FWISD services as part of FWISD’s Morningside Children’s Partnership (“MCP”) in the following schools: Oscar Dean Wyatt High School, Morningside Middle School, Glencrest 6<sup>th</sup> Grade Center and the following elementary schools: Morningside, Briscoe, Carroll Peak, Van Zandt-Guinn, Clifford Davis, and Harlean Beal (each an “MCP School”)

The Parties desire to enter into this Agreement to support FWISD’s mission and to ensure the effective and efficient use of the Parties’ resources by articulating and clarifying the roles and commitments of each Party with regard to RCF’s support of FWISD’s Morningside Children’s Partnership (the “Project”).

RCF and FWISD agree to the following intended outcomes for the Project:

1. **High Quality Early Childhood Environments and Opportunities** - Provide parents, guardians, and families with high-quality and accessible education and health care services that promote language and literacy development and increase children’s chances for school preparedness and early academic success;
2. **PK-16 Achievement** - Provide students with critical 21st century instruction, along with the tools and supports (in and out of school day) they will need to prepare for college, careers, and community service;
3. **Safe and Secure Neighborhoods** – Provide a structure for building collective commitment from families, residents, and partners for college and career success and community well-being, and
4. **Strong and Aligned Family and Community Support Services** – Provide families and residents with opportunities for continuous education, job preparation, improved nutrition and health, violence prevention, housing assistance, and an improved sense of health, safety and financial stability.

#### II. Management Committee and Advisory Council

##### A. Purpose/Role

To facilitate communication and collaboration between FWISD and RCF related to the Project and to ensure meeting the collective goals of FWISD and RCF, the Parties will create a leadership team (“Leadership Team”) made up of a Management Committee and an Advisory Council to serve in an advisory role to FWISD with respect to the Project.

##### B. Composition

- C. To ensure successful implementation of the Project, FWISD serves as the fiscal agent, monitoring grant activities on a day-to-day basis to ensure that proposed project objectives are completed on time and within budget. The clearly defined responsibilities of each member of the Management Committee are as follows: the Director of the MCP provides overall leadership for the Project, the Program Coordinator V, with the Data Analyst, will provide for implementation and interpretation of the evaluation design, the Grants and Development Executive Director, with the senior project development specialist will help to ensure grant compliance. The Committee will act as the implementation support team and will review formative evaluation data, problem solve implementation difficulties and monitor expenditures of funds. The Advisory Council representatives for FWISD will be the Chief of Equity and Excellence, the Chief Academic Officer, the Chief Financial Officer, and the Director of the MCP. RCF will designate representatives to serve on the Advisory Council to include but not limited to the Executive Director of RCF

or the Executive Director’s designee. The Advisory Council will meet quarterly to review formative evaluation data, make programmatic adjustments and review project activities to ensure that they align with proposed goals. *Meetings*

By February 1<sup>st</sup> of each calendar year, the Advisory Council will agree upon a schedule of meetings, which shall occur at least quarterly. The purpose of these meetings will be to support the effective management of the Project and to identify reports and a reporting schedule on student achievement, attendance, and behavior factors of students within the Project. The Advisory Council will further propose dates for a monthly financial report for Management Committee meetings. Prior to implementation of the Project, the reporting schedules and information to be included in the reports must be approved by the Superintendent.

*D. Development of Annual Budget Proposal*

The Parties acknowledge that the RCF budgets on a calendar year basis and FWISD budgets on a fiscal year basis. The Parties will work together to ensure that budgets take into consideration the needs of the Project to ensure success for each academic school year of the FWISD. As part of supporting the effective management of the Project, the Management Committee will review the programs of the Project to determine ongoing needs and potential changes to enhance the work being done through MCP. Based on its ongoing review of the Project, the Management Committee will develop an annual budget that meets both FWISD and RCF budget and staffing timelines. All new proposals and amendments to existing proposals and programs in the Project proposed by the Management Committee must be approved in writing by the Advisory Council prior to inclusion in the draft budget. No later than February 15th of the calendar year, the Advisory Council will present the draft budget for the upcoming academic year to the Superintendent and RCF to ensure philosophical alignment to the mutual goals of FWISD and RCF. After receiving initial approval of this draft budget from the Superintendent (subject to adoption of the budget by the FWISD Board of Trustees) and RCF (subject to execution of an acceptable grant agreement), the Director of the MCP will work with the Advisory Council to allocate how RCF funds will be spent within the Project to supplement the core work of FWISD. The Parties acknowledge that any changes involving staffing must be submitted to FWISD by March 10 annually in order for FWISD to ensure compliance with Chapter 21 of the Texas Education Code.

The Parties acknowledge salaries of FWISD employees funded through the Project are not final until the annual FWISD budget is adopted by the Board of Trustees on or before June 30 of each fiscal year. FWISD will cause its Budget Department to submit any approved salary adjustments to RCF and the Advisory Council within ten days of the budget adoption by the Board of Trustees. RCF acknowledges the approved MCP full-time positions require a grant commitment sufficient to cover a full academic year of funding for such positions. FWISD acknowledges RCF shall not be responsible to provide funding for salary increases except as it may approve in the form of an amendment to the applicable grant agreement. To the extent more funding has been provided by RCF pursuant to a grant agreement than necessary based upon the approved budget, the surplus funds will be held as a restricted fund to be used solely for future MCP purposes as mutually agreed between the Parties.

*E. Review of School Opt Out Requests*

The Management Committee shall have responsibility for initially reviewing any request presented by the principal of an individual MCP school desiring to opt out of the Project. After consideration, the Management Committee will communicate the request to the Advisory Council, which will determine its position then and forward to the Superintendent for final determination and, in the event approved, to inform the Board of Education. In the event of the opt out being approved, this Agreement and any grant agreement shall be amended as set forth at Section IV.8 below to reflect such school no longer being part of the Project.

**III. Agreements of the Parties**

*A. RCF Commitments*

**RCF agrees to the following terms during the Project:**

1. Subject to its approval in its sole discretion, of a grant request and execution of a grant agreement substantially in the form of the grant agreement attached hereto as Exhibit “A,” RCF will provide district-level and school-level support to schools named in the Statement of Purpose above. Such grant commitment shall be the result of

consensus between FWISD and RCF as to the work covered thereby, and shall serve to memorialize the commitment of financial resources by RCF for the period covered by the grant.

2. Notwithstanding Section III.A.1 above, RCF will not consider or approve a grant application submitted by FWISD proposing funding of newly created positions unless such application has been approved in writing for submission by the Superintendent.
3. Any programmatic changes requested by either Party shall require a written amendment to the applicable grant agreement.

*B. FWISD Commitments*

**FWISD agrees to the following terms during the Project:**

1. FWISD will provide the following positions as in-kind matching to support the Project:
  - a. One Program Coordinator V
  - b. One Assessment/Data Analyst
  - c. Two Pre-K3 Teachers
  - d. Two Pre-K3 Teacher Assistants
2. FWISD will provide dedicated office space, furniture, fixtures, equipment and supplies to the MCP Director and other approved non-instructional staff at a location selected and approved by FWISD at no charge to RCF.
3. FWISD will provide classroom space, furniture and instructional resources for approved Pre-K 3 classes.
4. FWISD will provide data including but not limited to student achievement, discipline and attendance to RCF as prescribed in Appendix A, “FWISD-RCF Data Sharing Agreement.” This data will be shared with RCF for up to two academic years following any termination of this agreement.
5. FWISD will inform RCF of budget amendments or transfers that constitute less than 5% of any RCF funded budget function. Amendments or transfers outside of budget functions that exceed 5% shall require the approval of RCF.
6. FWISD will waive the indirect cost rate for all RCF donated funds. (Indirect cost re-cover overhead and administrative costs incurred in the administration of the MCP grants, including the following departments: Teaching and Learning, Curriculum and Instruction, Assessment and Data Quality, Guidance and Counseling, Early Childhood, ESL/Bilingual Education, Special Education, School Leadership, Equity and Excellence, Technology, Grants, Budget, Accounting Accounts Payable, Payroll, Purchasing, HCM, Compensation, and Evaluation Services).
7. FWISD will cause its CFO to provide monthly financial reports of the use and balances of RCF funds to the Management Committee. .
8. The Management Committee and Advisory Council will work with RCF to align all budget and staffing requests and processes with FWISD budget and staffing timeline.
9. FWISD will set aside any unspent funds from RCF that have been budgeted for the current school year in a restricted fund for future use in the Project and such funds will not be absorbed by the Fund Balance of FWISD.
10. FWISD will ensure that RCF funds do not supplant any State and Federal funding that would be normally allocated to a MCP school.
11. FWISD will consult with, and make a good faith attempt to obtain the consensus of, RCF prior to filling any such positions funded by RCF. Nevertheless and for sake of clarity, the Parties acknowledge that all instructional and administrative positions of the Project shall be employees of FWISD.

12. FWISD shall be responsible for compliance with all requirements and obligations relating to provision of educational services under local, state, or federal law. FWISD will also be responsible for all licensing requirements of any local, state, or federal jurisdiction to which the performance of its services may be subject. It is understood these requirements shall be coordinated by the MCP Director. RCF agrees to reasonably cooperate with the MCP Director in satisfying such requirements.

#### **IV. Miscellaneous**

##### *1. Revenue*

Any revenue generated from the Project such as for Average Daily Attendance shall be the sole property of FWISD.

##### *2. Staff Evaluation*

All FWISD staff funded by RCF shall be evaluated as per the stipulations of State law and FWISD policies. Notwithstanding anything in a grant agreement to the contrary, all current and future positions will be graded in accordance with the positions in FWISD Compensation Manual.

##### *3. Term*

This Agreement shall be in effect from date of ratification by FWISD Board of Education and the approval of RCF until August 31, 2022 (the “Term”). To ensure effective achievement of the items of this Agreement, FWISD and RCF representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communication and alignment of priorities. Not less than annually the Parties shall meet to discuss the effectiveness of the Agreement and any proposed modifications. Within ninety (90) days of the end of the Term, the District and the Foundation will review this Agreement with each party to make a determination on renewal of the Agreement at that time.

##### *4. Sovereign Immunity*

Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Texas or of the staff or employees of FWISD.

##### *5. Applicable Law*

This Agreement shall be governed by the laws of the State of Texas.

##### *6. Dispute Resolution*

An authorized executive-level agent of RCF and the Superintendent, or his or her designee, shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the Project prior to seeking any type of legal remedy. In the event a resolution cannot be reached within thirty (30) days, both parties shall have the right to pursue all available legal remedies.

##### *7. Assignment*

This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, FWISD may assign any obligations of this Agreement related to grant submission and receipt and holding of grant dollars to the Fort Worth ISD Education Foundation.

##### *8. Amendments*

Any change to this Agreement must be in writing and signed by both Parties. An amendment shall be required whenever the term of this Agreement is extended or reduced without terminating the Agreement.

##### *9. Termination or option to individually opt out of Project participation*

Either Party may terminate this Agreement by giving the other Party at least thirty (30) calendar days’ advance written notice. If the termination is to take effect during the current academic year, the Party initiating the termination shall be

required to provide funding for all positions provided for under this Agreement as part of the Project pursuant to Chapter 21 of the Texas Education Code for the remainder of the academic year.

*10. Termination of Specific Programs within MCP/RCF*

In the event a specific program funded by RCF is to expire at the end of the academic year once the final grant funds are applied and affects positions subject to Chapter 21 of the Texas Education Code, notice must be provided by March 10 in any given year. The Party responsible for funding the positions will be required to continue funding for the remainder of the current academic school year.

*By signing, I certify that I have read and agree with the terms of the Agreement and officially authorized to sign and execute on behalf of my institution.*

**Fort Worth Independent School District**

\_\_\_\_\_  
Signature Date  
**Kent P. Scribner, Superintendent**  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name and Title



**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING REGARDING  
RETIRED SENIORS VOLUNTEER PROGRAM (RSVP) -  
CORNERSTONE ASSISTANCE NETWORK**

**BACKGROUND:**

Cornerstone Assistance Network and RSVP would like to continue collaboration with Fort Worth ISD Family Communications – Volunteering Department. The continued collaboration will benefit Fort Worth ISD in engaging seniors in community causes and reading-mentoring programs. There is no cost for this collaboration.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Regarding Retired Seniors Volunteer Program (RSVP) - Cornerstone Assistance Network
2. Decline to Approve Memorandum of Understanding Regarding Retired Seniors Volunteer Program (RSVP) - Cornerstone Assistance Network
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding Regarding Retired Seniors Volunteer Program (RSVP)  
- Cornerstone Assistance Network

**FUNDING SOURCE**

*Additional Details*

General Fund

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

**COST:**

Cost associated with criminal background checks

**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**

Family Communications Department - Volunteering  
Polytechnic High School - Poly Vols Ready and Relationship Mentor  
McLean 6<sup>th</sup> - Literacy Rocks Reading Mentor  
FWTX 100x25 Initiative

**RATIONALE:**

The MOU is a no-cost collaboration between Fort Worth ISD and Cornestone Assistance Network/Senior Corps RSVP. The program will bring in senior volunteers to assist at Polytechnic High School, McLean 6<sup>th</sup> with reading programs at each school, and the initiative FWTX 100x25. Not only will it support the reading programs, but we are engaging our community by bringing in senior volunteers.

**INFORMATION SOURCE:**

Jennifer Perez  
Alma M. Pohler

Date: \_\_\_\_\_ Station I.D. \_\_\_\_\_ Station Emphasis: \_\_\_\_\_  
Job Emphasis: \_\_\_\_\_



**RSVP of Tarrant County**  
sponsored by  
**Cornerstone Assistance Network**



3500 Noble Avenue ~ Fort Worth, Texas 76111  
Phone: 817-632-6000 Fax: 214-632-6001 Email: [info@canetwork.org](mailto:info@canetwork.org)

**Memorandum of Understanding – MOU**

Name of Volunteer Station Fort Worth ISD

Address of Volunteer Station 100 N University

City/State Fort Worth Zip 76107

Phone 817-814-2973 Fax 817-814-2965

***Person Responsible for Supervision of RSVP Volunteers:***

Alma Pohler Volunteer Specialist  
Name Title

Contact Phone Number 817-814-2973 Contact Email alma.pohler@fwisd.org

The volunteer station must be willing to provide RSVP with information and or statistics regarding the volunteer's role and accomplishments in meeting the organization's stated community need and mission. RSVP will use this information to inform our federal funder, the Corporation for National and Community Service, of the collaboration, and its identified programs involved in our outcome-based programming aligned with the Corporation's national performance measures. In addition, volunteer stations must be willing to provide copies of volunteer hour reports upon request if those records are kept less than three years.

Your organization is categorized as **7.1 Other**. RSVP of Tarrant County may request the specific data listed below, statistics regularly collected by your organization, work collaboratively with your organization to gather the data needed, and/or independently acquire information to satisfy the Corporations' national performance measure requirements.

Performance Measure: 7.1 Other  
Primary Focus Area: Other Community Priorities  
Service Activity: Other/Tax Preparation  
Service Activity Description: Other community based programs and organizations that provide services to veterans, veteran families, children, elderly, those facing poverty, the disabled and others in need. Priority activities will include student mentoring and tutoring with an emphasis on early childhood and elementary literacy, adult education, in ESL and GED as well as financial literacy.  
Output: SC1 Grantee met their target for community priority activity  
Instrument Description: Station report on success of programs with RSVP support.  
How Measured: Other/success stories, tracking hours, tracking number of returns prepared and dollar amount clients saved by reporting yearly to the IRS.  
ALL tracking will be requested by email.

*Volunteer jobs that qualify* in this area include, but are not limited to, reading volunteers, tutors, mentors, classroom assistants, ELL Volunteers

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Please send the following documents along with this MOU:

- IRS Tax Exempt Status Letter
- Volunteer Job Descriptions
- Certificate of Handicap Accessibility.

Please state your organization's Mission Statement:

To prepare for success in college, career and community leadership.

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**RSVP of Tarrant County will:**

- Provide orientation for the volunteer station's representatives.
- Recruit and interview individual adult volunteers age 55 and over before referring them to the volunteer station.
- Participate in interviews of age 55 and over adult volunteers with station representatives before placement.
- Review assignments to determine if appropriate for age 55 and over volunteers.
- Provide supplemental liability insurance coverage through Senior Volunteer Supplemental Accident and Liability Insurance.
- Periodically monitor volunteer activities at volunteer station to ensure quality match.
- Provide RSVP orientation for the volunteers.

**The Volunteer Station will:**

- Provide RSVP with a certification of handicap accessibility for the volunteer station. Station must be accessible to persons with mobility, hearing, vision, mental/cognitive impairments, or addictions and disease.
- Provide orientation and training concerning the station and volunteer assignment to RSVP staff and senior volunteer(s).
- Interview age 55 and over volunteers before placement.
- Supervise age 55 and over adult volunteers on assignments and be responsible for quality assurance of project. Immediately notify RSVP staff if problem arises.
- Investigate accidents and complete accident reports that involve age 55 and over adult volunteers.
- Validate monthly reports to verify hours of volunteer service providing copies if requested and keep records for 3 years.

- Provide RSVP with information and or statistics regarding the volunteer's role and accomplishments in meeting the station/agency's community need and mission.

### General Information:

- **Background Checks:** RSVP of Tarrant County at Cornerstone Assistance Network **does not** conduct criminal background checks on RSVP volunteers.
- **Separation from Volunteer Service:** The volunteer station may request the removal of an age 55 and over adult volunteer(s) by contacting RSVP staff. Parties will work together to resolve conflicts.
- **Religious and Political Activities:** The volunteer station **will not** assign or request that age 55 and over adult volunteers conduct or engage in religious or political activities or instruction.
- **Displacement of Employees:** The volunteer station **will not** assign volunteers to any assignment that would displace employed workers.
- **Prohibition of Discrimination:** The volunteer station will actively comply with provisions of Title VI of the Civil Rights Act of 1964 and the American Disabilities Act of 1991.
- **Amendments:** This Memorandum of Understanding (MOU) is effective for **three years from signing date** and may be amended in writing at any time by agreement of the volunteer station and RSVP of Tarrant County.

### Additional Provisions

The purpose of these "Additional Provisions" is to address governmental policy requirements stipulated in 45 CFR 2551.121(a)-(g); 2552.121 (a)-(g); and 2553.91(a)-(g). Some apply to the sponsor as a federal grantee and some apply to activities of volunteers or volunteer stations.

1. Volunteers and grantee staff **may not** engage in, and grantee funds may not be used for any of the following activities to the extent they are prohibited in the applicable program regulations:
  - Electoral activities
  - Voter registration
  - Voter transportation to the polls
  - Efforts to influence legislation
2. Volunteers **may not** engage in any activity which would otherwise be performed by an employed worker or which would supplant the hiring of or result in the displacement of employed workers or impair existing contracts of service.
3. The sponsor **will withdraw** services if a volunteer station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding diminishes or jeopardizes the project's financial capabilities to fulfill its obligations.
4. Grant funds **may not** be used to finance labor or anti-labor organizations or related activity.
5. Laborers and mechanics employed for construction, alteration, or repair of facilities must be paid prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

- 6. Projects staff or volunteers may not give religious instruction, conduct worship services, or engage in proselytization as part of their duties and, if the sponsor is an organization that conducts inherently religious activities, those activities must be offered separately, in time and location, from the programs or services funded under the Corporation for National and Community Service grant.
- 7. Accessibility and Reasonable Accommodation: the Volunteer Station will not discriminate against RSVP Volunteers or in the operation of its programs on the basis of age, race, creed, color, national origin, gender, sexual orientation, gender identity or expression, genetic predisposition, carrier status, marital status, Vietnam Era Veteran status, or on the basis of disability, if the volunteer is a qualified individual with a disability.

[ ] We hereby grant RSVP Tarrant County and/or Cornerstone Assistance Network permission to use program staff in photograph(s)/video(s) in any and all of its publications or on the world wide web, whether now known or hereafter existing, controlled by RSVP and/or Cornerstone Assistance Network in perpetuity. We will make no monetary or claim other claim against RSVP of Tarrant and/or Cornerstone Assistance Network for the use of these photograph(s)/video(s).

[ ] We do not give permission to use program staff in photograph(s)/video(s) to RSVP of Tarrant County and/or Cornerstone Assistance Network.

***Please Check your Volunteer Station Type:***

Public Agency                       Private Non-profit                       Proprietary Healthcare

3-year Effective Date: 7/3/2017 through 7/3/2020

Alma Pohler

*Printed Name, Volunteer Station Rep.*

*Printed Name, RSVP Staff*

*Signature, Volunteer Station Rep.*

*Signature, RSVP Staff*

Volunteer Specialist

*Title*

*Title*

*Date*

*Date*





**Dept. of Aging and  
Disability Services**

*Retired and Senior Volunteer Program (RSVP) strives to provide a wide range of service opportunities for Retired and Senior Adults, including persons with disabilities. Please answer the following questions to help us learn more about the level of accessibility available to volunteers at your organization.*

**Organization Name:** Fort Worth ISD

**Signature of person completing checklist** Alma Pohler **Title** 6/7/2017 **Date** ✓

**ACCESSIBILITY CHECKLIST**

1. Staff recognize the importance of making people with disabilities feel welcome

YES     NO

Staff have had basic awareness training on how to meet the needs of volunteers and members with disabilities

YES     NO

Staff understand requirements to provide reasonable accommodations to volunteers and members

YES     NO

Staff understand that they must make reasonable modifications in services and programs to avoid discrimination against people with disabilities, unless determined that making these modifications would fundamentally alter the nature of the program/organization

YES     NO

2. Does your organization directly or indirectly exclude or limit the participation of persons with disabilities in its programs or activities? (Please note that "persons with disabilities" includes persons with mobility, hearing, vision, mental and cognitive impairments or addictions and diseases.)

YES     NO

If YES, please indicate the type(s) of persons with disabilities that your organization limits or excludes from participation in programs or activities, including volunteering:

Mobility Impaired     Hearing Impaired     Vision Impaired  
 Mentally Impaired     Persons with Addictions     Persons with Diseases

3. Does your organization provide reasonable accommodation for persons with disabilities?

YES     NO

4. Does your organization inform staff and volunteers of your organization's policies on persons with disabilities?

YES     NO

5. Is your organization accessible to persons with limited English proficiency?

YES     NO

6. Please check which of the following ways your organization accommodates persons with disabilities:

(Check All That Apply)

Designated disabled parking space(s)

- Are 16-foot-wide spaces, with 98 inches of vertical clearance, available for lift-equipped vans?
- Are the accessible spaces closest to the accessible entrance?
- Are accessible spaces marked with the International Symbol of accessibility?
- Are there signs reading "Van Accessible" at van spaces?
- Is there an enforcement procedure to ensure that only those who need it use accessible parking?
- Drop-off zone near the building entrance

Accessible pathway

- At least one accessible route that connects the entire facility including the parking lot
- Is there a path of travel that does not require the use of stairs?
- Is the path of travel stable, firm, and slip-resistant?
- Is the path at least 36 inches wide?
- Can a person with a visual disability detect all objects protruding into the path with a cane?
- Do curbs on the pathway have curb cuts at drives, parking, and drop-offs?

Accessible entrance

- Do all inaccessible entrances have signs indicating the location of an accessible entrance?
- Does the entrance door have at least a 32 inch clear opening (for a double door, at least one 32-inch leaf)?
- Is there at least 18 inches of clear wall space on the pull side of the door, next to the handle?
- Can doors be opened without too much force (maximum is 5 lb.)?
- If the door has a closer, does it take at least 3 seconds to close?

Accessible restroom

- Is the stall door operable with a closed fist, inside and out?
- Is there a wheelchair-accessible stall that has an area of at least 5 feet by 5 feet, clear of the door swing OR is there a stall that is less accessible but that provides greater access than a typical stall (either 36 by 69 inches or 48 by 69 inches)?
- In the accessible stall, are there grab bars behind, and on the side wall nearest to, the toilet?
- Does one lavatory have a 30-inch-wide by 48-inch-deep clear space in front?
- Can the faucet be operated with one closed fist?
- Are soap and other dispensers and hand dryers 48 inches high or less and usable with one closed fist?

If multi-level, an elevator is available

- Are there both visible and verbal or audible door opening/closing and floor indicators?



- Are the call buttons in the hallway no higher than 42 inches?
- Do the controls outside and inside the cab have raised and Braille lettering?

Stairways

- Do treads have a non-slip surface?
- Do stairs have continuous rails on both sides, with extensions beyond the top and bottom stairs?
- Are there ramps or elevators to all levels?
- On each level, if there are stairs between the entrance and/or elevator and essential public areas, is there an accessible alternate route?

Meeting spaces/conference areas accessible to persons with disabilities

- Is there a 5-foot circle or T-shaped space for turning a wheelchair completely?
- Is carpeting low-pile, tightly woven, and securely attached along edges?
- Do signs designating permanent rooms and spaces, such as rest room signs, exit signs, and room numbers, comply with the appropriate requirements for accessible signage?

no Communication methods/tools for communication with the hearing impaired

no Signage/large print/Braille resources for the visually impaired

• • • FORM CONTINUED ON FOLLOWING PAGE • • •

## SAFETY CHECKLIST

*Retired and Senior Volunteer Program (RSVP) strives to provide a wide range of service opportunities for Retired and Senior Adults, including persons with disabilities. Please answer the following questions to help us learn more about the level of accessibility available to volunteers at your organization.*

1. Volunteers are informed of the organization's safety/emergency procedures.     YES     NO
2. Volunteers are given the necessary tools and instructions to perform tasks safely.  YES     NO
3. Emergency exits and safety protocols are visibly displayed.     YES     NO
4. Volunteers report any accidents to a staff member.     YES     NO
5. Volunteers serving vulnerable populations (e.g., children, frail elderly, mentally disabled, etc.) must pass a criminal background check prior to the start of their volunteer service.     YES     NO
6. Staff provides volunteers with new safety information as needed.     YES     NO
7. First aid kits are available and their locations identified.     YES     NO
8. Fire extinguishers are located on site and inspected regularly.     YES     NO
9. Work sites are maintained free of hazards.     YES     NO

**Do you have questions about this form? If so, please contact Annalisa Lim, RSVP Coordinator by phone at 817-632-6022 or by email at [alim@canetwork.org](mailto:alim@canetwork.org)**

**Please mail, scan or fax completed form to:**

**Cornerstone Assistance Network  
Lori Key  
RSVP Coordinator  
Phone: 817-632-6022  
Fax: 817-632-6001**

**(If faxed, be sure to include all pages)**

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE FORT WORTH ISD AND CHILD CARE ASSOCIATES/HEAD START MEMORANDUM OF UNDERSTANDING**

**BACKGROUND:**

This memorandum of understanding (MOU) represents a collaborative agreement between Child Care Associates (GRANTEE of the Head Start Programs for Tarrant County), herein referred to as “CCA/HS” and Fort Worth Independent School District, (a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas), and herein referred to as “ISD” for services. The MOU period will be August 1, 2017 to July 31, 2019, unless the agreement is amended in writing and approved by both parties.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Fort Worth ISD and Child Care Associates/Head Start Memorandum of Understanding
2. Decline to Approve Fort Worth ISD and Child Care Associates/Head Start Memorandum of Understanding
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Fort Worth ISD and Child Care Associates/Head Start Memorandum of Understanding

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No cost

**VENDOR:**

**PURCHASING MECHANISM**

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

**RATIONALE:**

The purpose of the Head Start - Pre Kindergarten MOU is to create full-day, full-school year early care and education services for income-eligible families who need services offered collectively by ISD and CCA/HS. In addition, optimal development, kindergarten readiness and comprehensive services would be supported.

**INFORMATION SOURCE:**

Charles Carroll  
Cassandra Morris-Surles

**Ft. Worth Independent School District  
Child Care Associates/Head Start**

**Memorandum of Understanding (MOU)**

**PARTIES TO THE MOU:**

This memorandum of understanding (MOU) represents a collaborative agreement between **Child Care Associates** (GRANTEE of the Head Start Programs for Tarrant County), herein referred to as “CCA/HS” and **Ft. Worth Independent School District**, (a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas), and herein referred to as “ISD” for services.

**PERIOD OF MOU:**

The MOU period will be August 1, 2017 to July 31, 2019, unless the agreement is amended in writing and approved by both parties.

**SERVICE AREA:**

ISD and CCA/HS will collaborate to deliver services within the ISD district and within Tarrant County.

**PURPOSE:**

The purpose of the Head Start – Pre Kindergarten MOU is to:

- A. Create full-day, full-school year early care and education services for income-eligible families who need services offered collectively by ISD and CCA/HS;
- B. Identify the collaboration roles and responsibilities of the parties and enhance linkages and relationships to deliver coordinated services;
- C. Improve the availability, quality and coordination of comprehensive services for children ages three through five and their families by ensuring that all children in the service area have access to high quality education and comprehensive services;
- D. Support children’s optimal development, kindergarten readiness and comprehensive services;
- E. Support the unique strengths and needs of the families of the service area;
- F. Increase coordination and efficiency of services; and
- G. Coordinate resources and information including data, child assessments, financial resources, equipment and other educational supports.

## **REGULATORY AUTHORIZATION:**

- A. Head Start’s responsibility for coordination and collaboration with the appropriate local entity responsible for managing high quality publicly funded preschool programs in the service area of the Head Start grantee is mandated in the Head Start Act: Public Law 110-134 “Improving Head Start for School Readiness Act of 2007”;
- B. In accordance with the Head Start Act: Public Law 110-134 “Improving Head Start for School Readiness Act of 2007,” Child Care Associates Head Start will coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.), the agencies responsible for administering section 106 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a) and parts B and E of Title IV of the Social Security Act (42 U.S.C. 621 et seq., 670 et seq.), programs under subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.), Even Start programs under subpart 3 of part B of title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6381 et seq.), programs under Section 619 and Part C of the Individuals with Disabilities Education Act (IDEA)(20 U.S.C. 1419, 1431 et seq.), and other entities providing early childhood education and development programs or services, serving the children and families served by the Head Start agency.

## **JOINT ROLES IN COLLABORATION, ALIGNMENT AND IMPLEMENTATION:**

Neither party will discriminate in educational programs and activities or in employment relating to this contract on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity and expression, age or disability.

## **PURPOSE:**

ISD and CCA/HS will collaborate fully on the following:

- A. Educational activities including child and teacher classroom environment assessments;
- B. Recruitment activities to include public information related to the partnership;
- C. Resources and responsibilities for ongoing staff development;
- D. Program technical assistance;
- E. Assessing and responding to parent needs;
- F. Transition activities for kindergarten placement;
- G. Use of facilities;
- H. Disabilities services, referrals and further assessments;
- I. Alignment of curriculum with activities and objectives that support a co-teaching learning environment in which both teachers share the responsibility of lesson planning, delivery of instruction and progress for all students assigned to their classrooms. As a team, the teachers share classroom space (in regard to location assignment),

collaboratively make instructional decisions and share the responsibility of student accountability. The teaching team will utilize the TEA (Texas Education Agency) Co-teaching guidelines;

- J. Sharing educational data through at least 3<sup>rd</sup> grade at an aggregate level and/or individual level as appropriate to ensure program impact is measured and tracked.
- K. Sharing documentation to support CCA/HS Non-Federal Share requirements; and
- L. Other elements/programs as listed below or as mutually agreed upon in future iterations of, or addendums to this MOU.

### **ISD RESPONSIBILITIES:**

- A. The ISD will coordinate to provide collaborative Head Start and Pre-K services for age and income eligible Pre-K children and their families for a minimum of 420 minutes per day for not less than 1,020 hours annually;
- B. The ISD will provide one certified pre-kindergarten teacher and one teaching assistant in each of the ISD and CCA/HS collaborative Pre-K classroom. (See Appendices A-I and A-II). The non-federally funded teacher and teaching assistant compensation will be considered Non-Federal match for CCA. Other staff such as administrative staff, additional teaching staff (music, library and art) should be charged on a percentage basis of time/children to be included as Non-Federal match for CCA/HS. Documentation of this cost will be submitted by the ISD to CCA/HS (See Appendix B);
- C. The ISD will provide office space for one Family Service Advocate to be available onsite for engaging and supporting families;
- D. The ISD will permit any Head Start federal or state authorities or other regulatory agencies to observe and evaluate the delivery and/or performance of services. This includes access to any books, papers, and records of the ISD that are directly related to this agreement for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. The ISD will comply with all laws, ordinances, rules and regulation of any government entity pertaining to its performance pursuant to this agreement;
- E. ISD will collaborate with CCA/HS to correct any written notice of findings and/or noncompliance(s) found during the Head Start Program Review process and provide written evidence of correction or improvement;
- F. ISD will maintain complete records which pertain to the agreement for a period of three (3) years beyond the agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- G. ISD will ensure that existing campus medical staff is available to Head Start children attending on ISD campuses. This will include provision for state of Texas annual

- requirements for vision, hearing, and height and weight screenings to be completed within forty five (45) days of the first day of school. In addition, the ISD medical staff will assist CCA/HS in collecting children's immunizations, physicals, dental checkups, and lead testing prior to enrollment in order to receive full day services;
- H. ISD will assure in accordance with the Federal Drug-Free Workplace Act of 1988, that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited for individuals who are directly engaged in the performance of work pursuant to this agreement;
  - I. ISD will comply with TEA requirements on criminal background checks to ensure that potential employees have not been convicted of crimes that would invalidate their acceptability for employment;
  - J. ISD will remain in compliance with all local, state and federal rules, regulations and requirements. If compliance is not met, CCA/HS may terminate this agreement immediately should CCA/HS determine that the findings impact the provisions;
  - K. ISD will maintain child and family data, that contains of personal and confidential information, within a secured area accessible to ISD staff;
  - L. ISD will not assist, transfer or subcontract for the provision of services under this agreement prior to written consent obtained from CCA;
  - M. ISD will indemnify and hold harmless CCA, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law;
  - N. ISD agrees to ensure attendance of ISD staff to pertinent collaboration meetings and trainings as required or mandated;
  - O. ISD agrees to ensure that the appropriate staff will provide support to ensure the delivery of services;
  - P. ISD agrees to comply with 45 CFR Chapter XIII, HSPS and the Head Start for School Readiness Act of 2007 and other applicable regulations provided by CCA/HS;
  - Q. ISD will provide meals as per USDA/School Nutrition Program guidelines. Children in the collaboration will not be charged for meal service. CCA/HS staff required to eat with the children (family style service) will have their meals reimbursed from Head Start funds on a monthly basis upon verification of eligibility and meal consumption. ISD will bill CCA/HS for the adult meals consumed, by the 15<sup>th</sup> day of that month. No outside foods or drinks other than water will be allowed in the collaboration classrooms. CCA/HS will provide daily snacks for all Head Start children;
  - R. ISD will provide, at no cost to CCA classroom space on ISD campuses where like-aged children attend. This space, along with usual and customary usage of the accompanying



- facilities such as library and playground, will be assessed at a fair market value (building use) for each classroom, with a monthly rental valuation (utilities) per hour per classroom. These ISD donations shall be utilized by CCA/HS for Non-Federal Match;
- S. On a periodic bases, CCA/HS and/or its contractor will be given access to perform a certified facilities appraisal for space used in the collaboration;
  - T. ISD will receive all evidence-based referrals from CCA/HS to Local Education Agency (LEA) for Part B or related services and maintain reciprocal progress communications 60, 90 and 120 days from date of referral (See Appendix C);
  - U. ISD will provide appropriate substitute staff in collaboration classes, in agreement with Appendix D;
  - V. ISD will schedule quarterly meetings with CCA leadership to review the partnership;
  - W. ISD will provide an ISD employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the CCA/HS teacher and teacher assistant for classrooms staffed by CCA/HS;
  - X. ISD will allow outside evaluators to monitor or assess the classroom and instructional delivery including CLASS assessors up to two (2) times annually as required by 45 CFR Chapter XIII, HSPS and the Head Start for School Readiness Act of 2007; and
  - Y. ISD will indemnify and hold harmless the CCA/HS, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the Contractor, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law.

### **CCA/HS RESPONSIBILITIES:**

- A. CCA/HS will provide one degreed early childhood teacher and one teacher assistant in each ISD collaborative pre-K classroom (See Appendix A);
- B. CCA/HS will ensure all vacancies for CCA teachers and /or teacher assistants are filled by CCA/HS within 30 calendar days;
- C. CCA/HS will ensure hiring preference for a minimum of one bilingual staff per classroom on ISD bilingual campuses;
- D. CCA/HS will develop with input from the ISD a Collaboration Handbook outlining processes and procedures, with an annual review period prior to beginning of new school year;
- E. CCA/HS will permit the ISD and other regulatory agencies to observe and evaluate the delivery and/or performance of contracted services. This includes access to any books, papers, and records of the ISD that are directly related to this contract for the purpose

of making an audit, examination, photocopies, excerpts and transcriptions. CCA/HS and the ISD must comply with all laws, ordinances, rules and regulations of any government entity pertaining to its performance pursuant to this agreement;

- F. CCA/HS will maintain complete records which pertain to the agreement for a period of three (3) years beyond the agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- G. CCA/HS will provide children and family support services as per 45 CFR Chapter XIII, HSPS and the Head Start for School Readiness Act of 2007;
- H. CCA/HS will complete, maintain and review child files for eligibility criteria requirement;
- I. CCA/HS will ensure Head Start representatives regularly conduct scheduled on going, on-site monitoring visits, technical assistance and training, and review of children and family files;
- J. CCA/HS will provide ISD with written copies of site visit reports for corrective action as appropriate;
- K. CCA/HS will provide ongoing training and technical assistance as needed in all areas of the program;
- L. CCA/HS will convene regular collaboration meetings to evaluate service delivery in accordance with 45 CFR Chapter XIII, HSPS and the Head Start for School Readiness Act of 2007, and
- M. CCA/HS will indemnify and hold harmless the ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the Contractor, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations.

#### **CLASS COMPOSITION:**

- A. Each classroom will support a minimum of seventeen (17) and a maximum of twenty (20) children;
- B. Classrooms are located in the ISD and CCA/HS campuses, and
- C. Ten (10) percent of student slots will be available for children with special needs to support Head Start Performance Standards (HSPS).

#### **ELIGIBILITY:**

ISD and CCA/HS will ensure that the program meets and maintains eligibility, recruitment, selection, enrollment, and attendance requirements as required by both TEA and HSPS part §1302.1, Subpart A.

- A. Children must meet age requirements (three or four years of age) by September 1 of each enrollment year;
- B. At least 90 percent of children enrolled are from low-income families within the 100 percent federal poverty guidelines and no more than 10 percent of children enrolled are from families within 130 percent of the federal poverty guidelines;
- C. Family income is verified by a CCA/HS employee, based on CCA/HS income eligibility, before determining that a child is eligible to participate in the program;
- D. CCA/HS will assist the ISD with obtaining annual eligibility updates from collaboration children and families as required by state and local entities. The ISD will publicize Pre-K through public notices in English and Spanish in accordance with the Texas Education Code (TEC) 29.153 (e), p.192.

#### **RECRUITMENT:**

- A. ISD and CCA/HS will recruit from service areas identified as those most in need;
- B. ISD and CCA/HS will ensure, prior to the beginning of the enrollment year, the solicitation of applications from as many Head Start eligible families within the service area as possible, and
- C. CCA staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment is obtained.

#### **SELECTION:**

- A. ISD and CCA/HS will ensure that no child is placed in the collaboration classes without following established systematic selection process criterion;
- B. ISD and CCA/HS will ensure that evidence is collected that fully supports proof of eligibility, and
- C. At the beginning of each enrollment year the ISD will assist CCA/HS to develop and maintain a Head Start waitlist that ranks Head Start eligible children according to the established systematic selection process.

#### **ENROLLMENT:**

- A. ISD and CCA/HS will coordinate to provide joint Pre-K and Head Start Registration;
- B. Full enrollment shall be maintained at all times. (each classroom shall have from seventeen (17) to twenty (20) children per classroom with two (2) adults present);
- C. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal;

- D. ISD and CCA/HS will ensure that the collaboration maintains its funded enrollment level throughout the school year;
- E. ISD and CCA/HS will monitor enrollment vacancies to ensure filling vacancies within thirty (30) calendar days from the date of a declared vacancy;
- F. ISD and CCA/HS will ensure that a child found to be income eligible for participation in the collaboration will remain income eligible throughout the school year and the succeeding enrollment year (if applicable), and
- G. ISD will provide pre-kindergarten enrollment packets to CCA/HS;

**ATTENDANCE:**

- A. ISD and CCA/HS will communicate appropriately when the average daily attendance falls below eighty five percent (85%);
- B. ISD and CCA/HS will initiate appropriate family support procedures for all children with multiple and/or consecutive absences. When a child is absent, parents will be contacted by CCA/HS within one hour of school arrival time;
- C. ISD and CCA/HS will provide collaborative services to eligible students for the district-adopted school calendar year;
- D. The ISD will allow CCA/HS to communicate freely with the families of children enrolled and attending collaborative classrooms, and
- E. The ISD and CCA/HS teacher will report daily attendance by 10:00 a.m. to CCA/HS office by email.

**SUSPENSION AND EXPULSION:**

Limitations on Suspension

To support children and to support the HSPS §1302.17:

- A. The use of suspension must be prohibited or severely limited due to a child’s behavior. Such suspensions may only be temporary in nature and must be approved by both ISD and CCA/HS; (addressed on page 9).
- B. A temporary suspension must be used only as a last resort.
- C. Before ISD and CCA/HS determine whether a temporary suspension is necessary, both participating agencies must engage with a mental health consultant, collaborate with the parents, the child’s teacher, the school administrator and utilize appropriate community resources such as behavior coaches, psychologists, other appropriate specialists, or other resources as needed, to determine no other reasonable option is appropriate, and/or
- D. If a temporary suspension is deemed necessary, ISD and CCA/HS must help the child return to full participation in all ISD and CCA/HS activities as quickly as possible while ensuring the child’s safety by:

- a. Continuing to engage with the parents and a mental health consultant, and continuing to utilize appropriate community resources;
- b. Developing and implementing a written plan to document the action and supports needed;
- c. Providing services that include home visits, and,
- d. Determining whether a referral to the ISD responsible for implementing IDEA (public law that ensures services to children with disabilities through the nation) is appropriate.

**Prohibition on Expulsion**

To support children and to support the HSPS §1302.17:

- A. A child cannot be expelled or withdrawn from the ISD and CCA/HS program due to the child’s behavior;
- B. If a child exhibits persistent and serious challenging behaviors, all possible steps must be taken and documented to address such problems and to facilitate the child’s safe participation in the program. Such steps must include, at a minimum, engaging a mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C.705 (9) (b) of the Rehabilitation Act is not excluded from the program on the basis of disability;
- C. If a child has an Individualized Educational Plan (IEP), the ISD must consult with CCA/HS to ensure the child receives the needed support services, and/or
- D. If a child does not have an IEP, CCA/HS must collaborate, with parental consent, with the ISD personnel responsible for implementing the IDEA.

**POLICY ON FEES:**

- A. There are no fees associated with participation in collaborative the ISD and CCA/HS services, and
- B. No child will be disallowed from participation due to standardized dress or ISD solicited parent financial support.

**EDUCATIONAL DESIGN:**

**TEACHERS/INSTRUCTION:**

- A. CCA/HS will provide one degreed teacher and one teacher assistant per 2-classroom partnership who will provide cognitive-based instruction for enrolled children;

- B. The ISD will provide one certified teacher, degreed and one teacher assistant per 2-classroom partnership who will provide cognitive-based instruction for enrolled children;
- C. Each classroom may participate in library, computer, music and P.E. classes as scheduling allows;
- D. The ISD will secure a substitute teacher in the event that the ISD teacher and/or assistant teacher is absent from duty. Costs incurred for the ISD substitute will be paid by the ISD;
- E. The ISD will secure a substitute teacher in the event that the CCA/HS teacher and/or CCA/HS teacher assistant is absent from duty. Costs incurred for the substitute for the CCA/HS teacher and/or assistant will be paid by the ISD. CCA/HS will reimburse the ISD for the teacher and/or assistant substitute for actual costs. (See Appendix D);
- F. The ISD Principal will serve as supervisor and evaluator for the ISD pre-kindergarten teacher and assistant teacher;
- G. The CCA/HS ISD Site Director will serve as supervisor and evaluator for the CCA/HS teacher and assistant, as applicable;
- H. The ISD principal and the CCA/HS Site Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened; and
- I. CCA/HS will provide one bilingual staff member (teacher or assistant) on bilingual campuses.

**CURRICULUM:**

- A. ISD and CCA/HS teachers will utilize a state-adopted, research-based curriculum in each classroom. The curriculum, developmentally appropriate materials, manipulative, consumable supplies and other resources for the classroom will be provided by the ISD and CCA/HS;
- B. The ISD will involve CCA/HS in the decision-making of the implementation of the district's selected curriculum, Frog Street Press.
- C. In the event that the ISD chooses to make significant adaptations to a curriculum to better meet the needs of one or more specific populations, these adaptations must be based on valid research and must have standardized training procedures and curriculum materials to support implementation. In addition these changes shall align with the "Head Start Early Learning Outcome Framework: Ages Birth to Five" as per 45 CFR Chapter XIII Head Start Performance Standards federal guidelines §1302.32;
- D. ISD and CCA/HS teachers will co-plan on a weekly basis to coordinate theme-based, hands-on instructional activities;
- E. In accordance with the Texas Pre-K Guidelines and the Head Start Early Learning Framework, ISD and CCA/HS teachers will minimally include the following in their weekly lesson plans: Objectives, Circle Time, Center Time, and Small Group Instruction;

- F. CCA/HS teachers will submit weekly lesson plans to the ISD principal, the CCA/HS Instructional Coach, and the CCA/HS ISD Site Director, and
- G. The school program for dual language learners must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. ISD and CCA/HS will provide educational services at ISD campuses in accordance with campus hours.
- B. ISD and CCA/HS will provide educational services at CCA/HS campuses during the following hours within the ISD school calendar. (8:00 a.m. to 3:00 p.m.);
- C. ISD and CCA/HS will provide a thirty (30) minute duty-free lunch and a minimum of forty-five (45) minutes for planning for classroom teachers in accordance with Texas education code section 21.405., and
- D. ISD and CCA/HS will provide a joint-planning and meeting time to the ISD and Head Start teacher before the first day of the program year.

Professional Development

- A. CCA/HS teachers will be invited to appropriate ISD trainings during the program year that include ISD teachers;
- B. ISD teachers will be invited to appropriate CCA/HS trainings during the program year that include CCA/HS teachers;
- C. The ISD teachers on CCA/HS campuses will be trained on Child Care Licensing regulations and HSPS.
- D. CCA/HS teachers and the ISD teachers are encouraged to attend a co-teaching training at Region XI Education Service Center as facilitated by the ISD or CCA/HS, and
- E. The ISD teachers and assistant teachers will maintain a staff file which meets all Head Start Performance Standards and/or Child Care Licensing Minimum Standards as indicated by their assignment.

Screening/Assessment & Ongoing Progress Monitoring

- A. The ISD will involve CCA/HS in the decision-making towards decisions around TEA – approved screening tools and Kindergarten Entry Assessment.
- B. CCA/HS will administer assessments at the beginning, middle and end of the year. In the event that the same assessment is administered by the ISD, the ISD teacher and the CCA/HS teacher will share collaboratively in the administration and completion of the assessment tool, and
- C. CCA/HS requires all classrooms to be assessed using the CLASS tool two (2) times annually. The ISD will allow outside evaluators to monitor or assess classrooms and

instructional delivery using the CLASS assessment tool up to two (2) times annually as required by per 45 CFR Chapter XIII, HSPS and the Head Start for School Readiness Act of 2007.

#### Educational Data

- A. ISD will work to ensure that CCA/HS receives aggregated assessment data for children previously enrolled in Head Start, and
- B. CCA/HS requests data be provided by location for kindergarten to 3<sup>rd</sup> grade for all children previously enrolled in Head Start.

#### Coordination of Student Support & Supplementary Services

CCA/HS will initiate meetings between the ISD and CCA/HS. Meetings will be held at least one (1) time annually. Additional meetings may be initiated by either agency as the need arises. (See Appendix C).

#### **PHYSICAL ENVIRONMENT:**

- A. The ISD will provide tables, chairs and shelves as well as consumable supplies, to include supplies for classroom(s) restrooms and developmentally appropriate materials. CCA/HS will supply dramatic play furniture and consumable supplies and developmentally appropriate materials, and
- B. In CCA/HS locations, the ISD will provide developmentally appropriate materials including technology. CCA/HS will provide furniture, consumable supplies, to include supplies for classroom(s) restrooms and developmentally appropriate materials.

#### **COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:**

- A. CCA/HS Family Services Advocates will provide comprehensive case management services to all families participating in the collaboration;
- B. CCA/HS Family Services Advocates will work with all families to develop family partnership agreements and assist families to develop goals toward school readiness and family engagement outcomes, including family well-being, parent child relationships, families as long life educators, families as learners, family engagement transitions, family connection to peers and the local community, and families as advocates and leaders.
- C. CCA/HS provides and encourages opportunities to all families participating in the collaboration to attend a research based Parent Curriculum training and bi- monthly or quarterly parent trainings.
- D. CCA/HS provides and encourages all parents to participate in CCA/HS Parent Committees, Policy Council and other parent advisory groups;



- E. Parents are encouraged to have ongoing communication with both ISD and CCA/HS staff;
- F. A minimum of two (2) home visits will be conducted with all Head Start families. The ISD teacher will be encouraged to participate with the CCA/HS teacher on all home visits, and
- G. A minimum of two (2) parent conferences will be conducted with all Head Start families. The ISD teacher will be encouraged to participate with the CCA/HS teacher on all parent conferences.

### **COMPREHENSIVE CHILD SERVICES:**

- A. CCA/HS Nutrition Specialists will generate and track referrals for any CCA/HS child with documented concerns with height and/or weight.
- B. CCA/HS Health Specialists will generate and track referrals for any CCA/HS child to meet any treatment needs associated with health.
- C. CCA/HS Mental Health/Disability Specialist will generate and track referrals for any CCA/HS child with a suspected mental health concern, behavior concern or developmental delay. The Specialist will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

### **AMMENDMENTS/TERMINATION:**

In the event that funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this contract shall terminate. No modification to this MOU shall be binding upon either party, unless the MOU is amended in writing and approved by both parties. Either party may terminate this MOU upon ninety (90) day written notice to the other party. This MOU may also be terminated at any time upon mutual written agreement of the parties.

### **NON-ASSIGNMENT AND SUBCONTRACTING:**

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

### **ORAL AND WRITTEN AGREEMENTS:**

All oral and/or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein.

Any altercations, additions or deletions in the terms of this MOU shall not be binding unless made by written amendment executed by both parties.

### APPENDIX A-I: ISD Collaboration Locations

This form should be completed by the ISD and returned to CCA/HS by April 15<sup>TH</sup> of the program year.

Campus	Classroom	ISD Teacher	ISD T/A	CCA/HS Teacher	CCA/HS T/A	Student slots per classroom	Pre-K 3 or Pre-K 4
1. Alice Contreras	Gen Ed _____ Bilingual _____	Esmerelda Maciel	Antonia Trejo	Janie Brooks	Jackie Hurndon	40	Pre-K 4
2. Atwood McDonald	Gen Ed _____ Bilingual _____	Andrew Chambers	Phyllis Andrews	Sorronda Coble	Chloe Brown	40	Pre-K 4
3. Hubbard Heights	Gen Ed _____ Bilingual _____	Arturo Perez	Felicitas Pacheco	Erika Mora	Claudia Sanchez	40	Pre-K 4
4. MG Ellis	Gen Ed _____ Bilingual _____	Laura Letts	Vicki Varner	Elizabeth Rivas	Shawnda Faust	40	Pre-K 4
5. Rosemont Park	Gen Ed _____ Bilingual _____	Isabel Sanders	Marilyn Poke	Santana Porter	Carmen Valentin	40	Pre-K 4
6. Sagamore Hill	Gen Ed _____ Bilingual _____	Rebecca Lertzundi	Veronica Ventura	Rachel King	Anabel Rodriguez	40	Pre-K 4
7. Sam Rosen	Gen Ed _____ Bilingual _____	Betzalda Rodriguez	Brenda Perez	Salvador Alcala	Christian Peña	40	Pre-K 4
8. WJ Turner	Gen Ed _____ Bilingual _____	Norma Acosta	Maria Garcia	Andrea Williams	Liliam Morin	40	Pre-K 4
9. WM Green	Gen Ed _____ Bilingual _____	Janis Padilla	Lorraine Thomas	Delores Woodard	Rosa Gomez	40	Pre-K 4
10. Western Hills	Gen Ed _____ Bilingual _____	Daniela Arredondo	Mary Aranda	Davesha Shed	Shanetha Minor	40	Pre-K 4
11. Worth Heights	Gen Ed _____ Bilingual _____	Estela Jaquez	Sandra Cervera	Maria Huerta	Norma Lemus	40	Pre-K 4
12.	Gen Ed _____ Bilingual _____						
13.	Gen Ed _____ Bilingual _____						
14.	Gen Ed _____						

	Bilingual ____						
<b>15.</b>	Gen Ed ____ Bilingual ____						
<b>Total</b>							
<b>Notes:</b>							

### APPENDIX A-II: CCA/HS Collaboration Locations

This form should be completed by the CCA/HS and returned to ISD by April 15<sup>TH</sup> of the program year.

Campus	Classroom	ISD Teacher	ISD T/A	CCA/HS Teacher	CCA/HS T/A	# of Students	Students Ages
<b>1.Fuller</b>	Gen Ed __X__ Bilingual ____	Renee Badman	N/A	Sarahi Ruiz	Pamela Kimbrough	20	
<b>2.Fuller</b>	Gen Ed __X__ Bilingual ____	Renee Badman	N/A	Bonnie Dickerson	Alicia Caesar	20	
<b>3.Reagan</b>	Gen Ed __X__ Bilingual ____	Mary Fibiger	N/A	Vonia St. Rose	Rachel Richmond	20	
<b>4. Reagan</b>	Gen Ed __X__ Bilingual ____	Mary Fibiger	N/A	Debbie Parham	Luljeta Dedja	20	
<b>5. Circle Park</b>	Gen Ed __X__ Bilingual ____	Natasha Guillen	N/A	Frenche Cooper	Keyla Guzman	20	
<b>6. Circle Park</b>	Gen Ed __X__ Bilingual ____	Natasha Guillen	N/A	Cynthia Hudson	Leonora Orona	20	
<b>7. Forest Hill</b>	Gen Ed __X__ Bilingual ____	Vacant	N/A	Brittany Zahirniak	Valerie Reed	20	
<b>8. Forest Hill</b>	Gen Ed __X__ Bilingual ____	Vacant	N/A	Dorisell Napoleon	Vacant	20	
<b>9. Gragg</b>	Gen Ed __X__ Bilingual ____	DeAnna Moore	N/A	Barbara Taylor	Valeria Ayala	20	
<b>10. Gragg</b>	Gen Ed __X__ Bilingual ____	DeAnna Moore	N/A	Nicole Chaffee	Evon Todd	20	
<b>11. Rosedale V</b>	Gen Ed __X__ Bilingual ____	Cathelene Riley	N/A	Kristy Ferguson	De'Shonda Thomas	20	
<b>12. Rosedale V</b>	Gen Ed __X__ Bilingual ____	Cathelene Riley	N/A	Rana Haddad	Olivia Lacey	20	
<b>13. Rosedale</b>	Gen Ed __X__	Monica Swartz	N/A	Krystal	Girtha	20	

<b>V</b>	Bilingual ____			Hendon-Wilson	Walker		
<b>14. Rosedale V</b>	Gen Ed __X__ Bilingual ____	Monica Swartz	N/A	Rhonda Conner	Catalina Woodson	20	
<b>15. Rosedale</b>	Gen Ed __X__ Bilingual ____	Vacant	N/A	Dornice Cook	LaKayla Sandifer	20	
<b>16. Rosedale</b>	Gen Ed __X__ Bilingual ____	Vacant	N/A	Bonita Hopkins	Rosa Muñoz	20	
<b>Total</b>							
Notes:							

### APPENDIX B: Non-Federal Share

Appendix B: Non-federal share serves as evidence of the ISD and CCA collaboration agreement for non-federal share as required by federal law. Non-federal share is provided in the following categories:

**Salaries** (teachers, teaching assistants, % of administrative salaries, % of any ISD staff that have direct contact with dually enrolled classrooms; **Occupancy Costs** – square footage costs as determined by Texas Education Agency; **utility costs** (historical) per hour for use;

Child Care Associates Non-Federal Match Worksheet:

Attach new NFS form here:

**CONFIDENTIAL**

**ISD NON FEDERAL SHARE  
Addendum to MOU**

District Approved Contact for Information Requests Below:

Name	Position	Email	Phone

**Overall Instructions**

All Non Federal Share (NFS) must be paid with Non Federal Dollars  
Please complete yellow items below.

**Instructions:**

- If position is vacation please note and use average salary and related fringe.
- Fringe should include all district paid benefits for employee. Can include, but not limited to: Employer taxes; health, dental, vision, and life insurance; retirement plan; workers compensation; and others covered costs as deemed appropriate.
- NonDirect Care is capturing total building NFS. Please provide the Total Children in Building (average enrollment number)

**Direct Care**

Classrooms / Location	Teachers:			
	Name	Salary	Fringe	Total
				\$ -
<b>Total NFS Teacher Wages and Benefits Provided to OCA</b>		\$ -	\$ -	\$ -

Classrooms / Location	Teacher Assistants (TA):			
	Name	Salary	Fringe	Total
				\$ -
<b>Total NFS TA Wages and Benefits Provided to OCA</b>		\$ -	\$ -	\$ -

**NonDirect Care**

Classroom/Location:	Total Children in Building				Enrolled Children Count
	Head Start Children Enrolled	Name	Salary	Fringe	
Principal					\$ -
Assistant Principal					\$ -
Early Childhood Administrator/Director					\$ -
Counselor(s)					\$ -
Nurse					\$ -
Librarian					\$ -
Speech Therapist					\$ -
Janitorial Services					\$ -
Information Technology					\$ -
Receptionist					\$ -
Secretary					\$ -
Cooks					\$ -
Security					\$ -
<b>Total NonDirect Care</b>		\$ -	\$ -	\$ -	\$ -
<b>Allocated NFS Provided to OCA</b>					<b>#DIV/0!</b>



### Non-Federal Share Donated Items

Center/ISD Classroom/ISD School: \_\_\_\_\_

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

<u>Item Donated</u>	<u>Description</u>	<u>Estimated FMV of Item</u>	<u>Date Received</u>
Curriculum	_____	_____	_____
Classroom Supplies	_____	_____	_____
Equipment	_____	_____	_____
CCA's Employee District Training	_____	_____	_____
Technology	_____	_____	_____
Office Supplies	_____	_____	_____
Other Classroom Items	_____	_____	_____
		_____	_____
		<i>Total \$</i>	

Donor Signature (ISD Representative) \_\_\_\_\_

Teacher Signature \_\_\_\_\_

Fair Market Value (FMV): Please describe how you determined the FMV of the donated items. For example, new items would be documented based on cost to purchase.

\_\_\_\_\_

\_\_\_\_\_

*This form was provided to the donor as receipt for items given to Child Care Associates*

## APPENDIX C: Providing Services for Children with Disabilities

The purpose of this document is to ensure children receive special services consistent with the *Individuals with Disabilities Education Act (IDEA)*, Head Start Performance Standards 45CFRChapterXIII federal guidelines section 1302.32 and the ISD operating guidelines.

**Specific procedures to implement the MOU are as follows:**

- A. CCA/HS program will initiate the scheduling of regular meetings with the ISD. These will be held at least one (1) time annually. Additional meetings may be initiated by either agency as the need arises.
- B. Staff (or contact persons) whose primary responsibilities for children with disabilities will be involved with these meetings. They will generally be the ISD Special Education Director or designee and the CCA/HS Comprehensive Child Services Coordinator or designee.
- C. Referrals to ISD:

- a. CCA/HS will provide notification to the ISD Special Education Director of children receiving testing and/or services in Head Start who reside in the ISD attendance area on a regular basis during the year. This notification will include the address of residence, age of child, and services being provided to Head Start.
- b. CCA/HS will screen all enrolled children within the first forty five (45) days of entry. Based on these screening results, children who score below an established "cut point" will be re-screened by classroom staff. If the child scores below the established "cut point" a second time, the teacher will make a referral to the CCA/HS Disability staff, who will, in turn refer to the ISD for further assessment. The further assessment will be requested only in the areas of concern identified by the screening results. (Teachers and parents with specific concerns will not be made to wait until after re-screening to make a referral for further assessments).
- c. If a referral to the ISD is made, reports from all completed assessments will be provided to the ISD.
- d. The ISD Special Education Director or designee will request the referral meeting by contacting the CCA/HS Comprehensive Child Services Coordinator after receiving the initial information.
- e. Meetings will be held at CCA/HS facility or at the ISD facility as is mutually agreeable with the parent, CCA/HS and the ISD.
- f. The content of the referral meeting will include:
  - i. Description of ISD services and qualification(s) requirements.
  - ii. Completion of the referral packet if appropriate and parent's written agreement.
- g. The ISD Diagnostician or speech therapist for the child's home school will notify the parents and the CCA/HS Disabilities Specialist of all meetings regarding the child's assessment and/or placement following TEA rules and regulations.
- h. The CCA/HS Disabilities Coordinator and/or staff will attend the ISD meetings.
- i. Special Education timelines apply to all referrals.

D. Referrals to Head Start

- a. If the ISD identifies a child under five (5) years of age who may qualify for Head Start services, the appropriate ISD staff will make a referral to the CCA/HS Comprehensive Child Services Coordinator within five (5) working days.

E. Service Coordination

- a. The CCA/HS Comprehensive Child Services Coordinator is responsible for fulfilling all service coordination needs of Head Start children unless otherwise specified in the Head Start IEP.
- b. Progress Notes
  - i. The ISD will submit progress notes on their activities with the child at a minimum of every six (6) weeks or as requested by CCA/HS.

- ii. The ISD and CCA/HS will maintain copies in the respective student eligibility folder.
- c. Main Chart
  - i. Eligibility folders are to be maintained in the child's designated home campus or in the school where the ISD services are received. It will be the responsibility of that school to see that the ISD Admission Review and Dismissal (ARD) meetings are held at the appropriate times.
  - ii. Children, who qualify for the ISD special education services, but choose to continue attending Head Start and receive services from the ISD and will be enrolled in both CCA/HS and the ISD in order to receive ISD services.

F. Other Agreements

- a. Transition planning, transferring of records (with parent's written permission) and scheduling of ARD will occur as needed to provide for continuation of services to the child.
- b. Joint staff training opportunities will be shared between the ISD and CCA/HS.

## **APPENDIX D: SUBSTITUTE STAFF**

The purpose of this document is to signify an agreement between the ISD and CCA/HS regarding the provision of substitute ISD staff in the collaboration classrooms located in the ISD. These substitute staff will fall into one of the following categories.

A. Occasional Need

The occasional need for an ISD substitute would be required for CCA Head Start staff who:

- 1. Call in sick;
- 2. Have approved vacation time (this is discouraged during the 180 + ISD student days, or
- 3. Planned absences for training, home visits, or other time away as required and agreed upon by ISD and CCA/HS Administration.

B. Long-Term Need

The long term need for an ISD substitute would be required for CCA/HS staff member that is absent due to:

- 1. Approved Family Medical Leave;
- 2. Worker's Compensation Leave, or
- 3. Extended absence longer than 3 days, but not yet covered by FMLA.



CCA/HS will:

1. Notify the ISD staff of a pending absence (occasional or long term) according to the ISD policies for securing a substitute.
2. Communicate long term needs for an ISD substitute in writing to a Campus Principal, The ISD Designated Administrator and other staff as requested by the ISD.
3. Reimburse the ISD for substitute services provided in the CCA/HS classroom at the ISD pre-established rate, not to exceed actual cost per day.

ISD will:

1. Ensure all substitutes assigned to the CCA/HS and ISD classrooms are eligible according to the ISD policy. This includes a current criminal background.
2. Ensure that the ISD Business Office submits requests for reimbursement to CCA/HS for Substitute services no later than thirty (30) days following the work period. Supporting documentation should include the name of the substitute, the name of the CCA/HS staff for whom substitute services were requested, the date and time of the work complete.

The ISD and CCA/HS shall both retain the right to terminate or amend this agreement upon giving a ninety (90) day written notice to the other party.

This agreement is in effect from August 1, 2017 – July 31, 2019, and will be reviewed before the end of May 31, 2019.

\_\_\_\_\_  
Signature

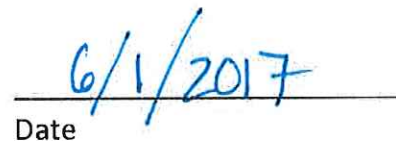
\_\_\_\_\_  
Date

\_\_\_\_\_  
ISD Superintendent

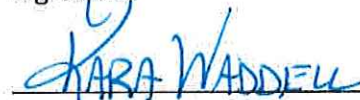
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\_\_\_\_\_  
Signature



\_\_\_\_\_  
Date



\_\_\_\_\_  
Child Care Associates, President/CEO

[print]

**CONSENT AGENDA ITEM  
BOARD MEETING  
Tuesday, June 27, 2017**

**TOPIC: APPROVE TEACHING TRUST PROGRAM PARTICIPATION  
AGREEMENT**

**BACKGROUND:**

The purpose of this agreement is to increase the number of urban leaders and support for those leaders. Teaching Trust has developed the Aspiring Leaders program for developing leaders and attracting new leadership talent into urban schools. Participants have successfully completed the one year ED Fellows program with Teaching Trust. Success of the program will be evaluated with measurable results that are based on a number of factors including state assessments. The Fort Worth ISD will commit to the activities and obligations key to implementing and sustaining Teaching Trust's program. These activities and commitments will start in 2017 school year and continue for 2 years.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Teaching Trust Program Participation Agreement
2. Decline to Approve Teaching Trust Program Participation Agreement
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Teaching Trust Program Participation Agreement

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Teaching Trust

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Elementary Leadership

**RATIONALE:**

The purpose of this Agreement is to establish the framework by which the Parties will participate in the creation and execution of educational programming that will provide unique and innovative value to training and preparation for urban education leadership. Under this framework, Fort Worth ISD and Teaching Trust will each provide support to ensure success of the experiences designed to prepare urban leaders.

**INFORMATION SOURCE:**

Karen Molinar

## **PROGRAM PARTICIPATION AGREEMENT**

This Agreement documents the role of Fort Worth ISD (“FWISD” or “Fort Worth” or “Collaborating LEA”), and Teaching Trust (“Teaching Trust”) with respect to a professional development program that includes professional development for select leaders and teachers in Fort Worth and other qualified LEAs (“TT Programs”). When Fort Worth or Teaching Trust is referenced as parties to this agreement, they will be known as the Party or together the Parties (the “Parties”). The Term of the Agreement shall commence on April 1, 2017 and end on June 30, 2019.

The purpose of this Agreement is to establish the framework by which the Parties will participate in the creation and execution of educational programming that will provide unique and innovative value to training and preparation for urban education leadership. Under this framework, Fort Worth ISD and Teaching Trust will each provide support to ensure success of the experiences designed to prepare urban leaders.

### **1. PURPOSE**

Recent research has demonstrated that, despite billions spent on a variety of school reforms, the most impactful determinant on student achievement is the quality of leaders and teachers. This data highlights the need for more talent to be re-directed into the human resources pipeline for education—for both leaders and teachers--and for the conditions to change to encourage those educators to stay in public education, particularly in lower performing urban schools. Today, more than ever, bold efforts are required to ensure that these professionals are given the training, mentoring and encouragement to succeed in our schools. As a Collaborating LEA, the undersigned firmly supports the goal of increasing the number of and support for urban leaders.

### **2. PLANNED PROGRAM**

Teaching Trust, through the use of philanthropy, has developed the Aspiring Leaders program for developing leaders and attracting new leadership talent into urban schools. Core components of the program include:

- Curriculum and support for Residency/practicum programs for aspiring leaders, in concert with the Master’s program
- Training for those chosen as Residency Mentor Principals (“Mentors”)
- Training for principals

The Collaborating LEA agrees that Teaching Trust will be engaging in a selection process for school leader candidates who participate in this program that is guided by the practices utilized by those development programs that have been identified in recent years as having the most effective

practices today for urban schools. Both parties recognize that quality communication, open dialogue and timely follow up are essential components of a successful program and will allocate the time required to ensure this occurs in their organizations.

Teaching Trust's program design draws on the most promising research and field results from urban leadership training programs. The program will include intense educational field and virtual experiences. The program will be based on "action-learning" principles that allow the learning to be applied in real-time school improvement contexts. In addition, the programs will include a "train the trainer" approach that allows for cascading learning across schools.

The success of the participation between the LEA and the Teaching Trust will be evaluated on a number of factors. Crucial to this evaluation will be measurable results. Collaboration that leads to measurable results is the major reason that outside funders who are supporting the program believe that it is a project worthy of support.

### **3. AGREEMENTS**

To positively impact Teaching Trust's and Fort Worth ISD's shared goal of having our community's diverse student populations dramatically improve on metrics tied to reaching a college ready level on state assessments, the Parties to this agreement agree to the actions below and to the Key Principles set out in the Appendix to this agreement. Any fees that are agreed upon by the parties will be set out in a separate agreement.

#### **TEACHING TRUST**

Teaching Trust will manage the program development and facilitate the collaboration during the term of this agreement. Teaching Trust will work to ensure the program addresses identified needs in the Collaborating LEA. Key responsibilities are detailed in the Appendix to this Agreement.

#### **COLLABORATING LEA**

The Collaborating LEA will commit to the activities and obligations key to implementing and sustaining Teaching Trust's program. These activities and commitments will start in 2017 school year and continue for 2 years. These commitments include ensuring Residents are available for leadership responsibilities described in this Agreement.

### **4. MEDIA**

All press releases or publications about the Teaching Trust program, which discuss the Collaborating LEA, will be approved by the organizations involved. This does not include use of logo or name only.

### **5. GOVERNING LAW AND POLICY.**

This agreement shall be construed by and governed under the laws of the State of Texas, without regard to the conflict of laws principles thereof.

Each person signing this agreement represents and warrants that they are authorized to the fullest extent of the law to sign and bind in the capacity provided for herein.

---

Kent Scribner, Superintendent  
Fort Worth Independent School District

---

Patrick Haugh, CEO  
Teaching Trust

#### **AUTHORIZATION TO RELEASE DATA**

Data will be needed to verify results and track participation in the Teaching Trust program and will be kept confidential. Permission is hereby granted by the **Fort Worth Independent School District** to release data from its programs and services to Teaching Trust for all candidates who participated in or were exposed to Teaching Trust Programs. Information will be released consistent with the Family Educational Rights and Privacy Act, Texas law, and the LEA's policy regarding the confidentiality of data.

---

Kent Scribner, Superintendent  
Fort Worth Independent School District

## **Appendix A Aspiring Leaders Program**

### **Teaching Trust Responsibilities:**

Teaching Trust will be responsible for the following:

- Designating an employee to act as a liaison and facilitator between the LEA and Teaching Trust.
- Recruiting the best candidates for the program.
- Selecting Mentors and training them to support their Residents.
- Providing detailed reports on the results of the program to funders and LEA.
- Establishing and supporting participants in carrying out their responsibilities to ensure fidelity of the program.
- Determining if LEA employees have earned any stipend that is associated with mentoring.
- Providing coaching support as needed to leaders in the program.
- Providing training session resources (e.g., food, space, and materials for sessions).
- Providing financial program support through private fundraising and applying for government and other grants available for this work.
- Developing curriculum and program materials for participants so they can support and sustain continued professional development.

### **LEA Responsibilities:**

The Collaborating LEA commits to the following activities and obligations:

- Publicizing and participating in a calendar of events, encouraging attendance of key personnel (releasing employees to attend on dates scheduled) for recruitment and program experiences. Beyond initial program development this may include review and revision of the leadership and training components of the program.
- Providing operational team liaisons in key functional areas of the LEA to support critical aspects of the program, including effective internal communication within the LEA and externally and continuing through all phases of the work as well as its evaluation.
- Providing dedicated and qualified members of their staff, approved by the Teaching Trust and LEA, to serve as Mentors for the Residency program.
- Supporting the effort and requirements of all program participants during the Residency portion of the program, including releasing them for program and practicum/residency experiences. This release time will not count against participants' sick, vacation, or leave time.

- Partnering, as appropriate, in applications for funding relating to Teaching Trust programs and releasing information to Teaching Trust pertinent to the program.
- Providing data to Teaching Trust necessary to measure the results of the program.

To achieve the overarching objective of developing future school leaders able to drive academic achievement for all students in schools, the LEA and Teaching Trust agree to fulfill the Key Principles of the Residency, Key Criteria and Principles of the Mentorship, and Key Communication Initiatives.

### **Key Principles of Residency**

The bulk of the Residents' time in year two of the program will be dedicated to practicing the skills necessary to be an effective instructional, managerial, and transformational leader – with the majority of time committed to instructional leadership. The Resident uses the Residency to apply the knowledge learned in coursework. This requires a mid-management position that aligns with this learning.

- For example, to develop instructional leadership, the Resident observes a group of teachers regularly throughout the school year, prepares written observations, conducts conferences, tracks progress, and ensures that practice is improved over a period of time or other appropriate action is taken.

The Resident has a substantive leadership role in the school and serves on the leadership team, with associated authority and has the ability to supervise and evaluate adults. The Resident has a significant role in “running the school.” The role may be accompanied by a new title in which case it will be clearly communicated within the LEA and the school.

- For example, the Resident is able to lead and manage at least one team of teachers and/or other adults, develop and drive strategic initiatives forward, and work across several functional areas of the schools (e.g., culture, instruction, budget) to help ensure alignment.

The Resident will be afforded the opportunity to lead and practice, work on areas for development, see the consequences of his/her actions, and learn from and remedy mistakes.

- For example, a Resident who is very strong in instruction but struggles with change management and adult leadership should identify, with his/her mentor, that these areas for development and be provided an opportunity to practice adult leadership and change management skills.
- For example: Mentor Principal enables Resident to work with a team of teachers, push too hard and have it backfire, and then have to remedy the relationships – contrasted with a principal who protects Resident and sets them up for full success every time, but fails to allow them to practice.



## **Key Criteria and Principles for Mentorship**

The LEA will work with Teaching Trust to support and articulate a Mentor Accountability Framework so that Mentors:

- Are invested in Resident development and hold themselves accountable for Resident growth as well as partnering with the program to support Residents while providing Residents with as many leadership experiences as possible.
- Provide feedback on Resident performance, debriefing weekly, spending time discussing decisions, enabling Residents opportunities to practice leadership daily, and learn from their mistakes. Feedback will also be given twice a year on a 360 degree review of the Resident.
- Communicate with coaches and other Teaching Trust personnel about development of Resident and program feedback.
- Attend occasional meetings designed for Mentor Principal training (~3 per year).
- Model effective practice in core areas of Resident learning needs.
- Are transparent about decision-making, want to learn with Residents, and are open to growth and reflection.

The LEA Central Office will assist in securing the most appropriate Mentors by:

- Identifying and recommending outstanding mentor principals within the LEA with the commitment and potential to be effective mentors in the program (e.g., willing and able to provide Residents with significant decision-making leadership roles throughout the year, eager to share their expertise as well as learn with the Residents, and demonstrate excellence in a core competency area).
- Supporting the process for Mentor selection by providing any relevant data and allowing site visits and interviews with prospective Mentors.
- Signing off on those selected by Teaching Trust to serve as Mentors, or veto any Mentor Principal who does not meet Teaching Trust criteria.
- Giving the position prestige in the LEA (i.e., have executive leadership recognize their principals, send a letter with Teaching Trust from Superintendent welcoming the new Mentor).
- Working with Teaching Trust in the rare cases where a Mentor Principal does not meet the developmental needs of the Resident.

## **Key Communication Initiatives**

The LEA Superintendent or designee will publicly champion support for the program, spreading the word and being available for media interviews. Such public efforts would include at a minimum:

- Encouraging all teacher leaders interested in the principalship to apply.
- Sending program information to all current principals and principal supervisors.
- Publicizing the program as an opportunity on the LEA website or newsletter.
- Highlighting the program at appropriate Chief, Superintendent, principal, and principal supervisor meetings.
- Supporting participating in at least one joint information session for recruitment.
- Supporting Teaching Trust in identifying and accessing high-quality aspiring leaders within the LEA by engaging LEA officials with knowledge of district schools and the leadership potential within them (e.g., current and former principals, principal supervisors, and appropriate personnel in relevant departments, such as Human Resources, School Leadership).
- Understanding and publicly endorsing the selection process for admitting aspiring principal candidates into the program.

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: 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**

**BACKGROUND:**

Fort Worth ISD will enter into an Interlocal Agreement with Tarrant County (County) in which both entities will share in the cost of paving a parking lot at Carter-Riverside High School and two (2) driveways and a parking lot at Service III . Fort Worth ISD will use the County's successful bidders for all goods and services, namely ERGON, INC., contract number 2014-134 for emulsion and Reynolds Asphalt and Construction Co., contract number 2015-189 for hot mix asphalt. The cost of materials for Carter-Riverside High School for emulsion (\$1,332.63) and hot mix asphalt (\$33,446.01) is \$34,778.64. The cost of materials for Service Center III for emulsion (\$2,293.51) and hot mix asphalt (\$102,185.16) is \$104,478.67. In addition, the County will furnish all the necessary labor and equipment for \$100.00 per day for an estimated seven (7) days for a total cost of \$700. The grand total for these projects is \$139,957.31.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. 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
2. Decline to 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
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE**

***Additional Details***

General Fund	199-51-6399-001-XXX-99-455-000000	\$139,257.31
	199-51-6299-001-999-99-455-000000	\$ 700.00

**COST:**

\$139,957.31

**VENDOR:**

Tarrant County  
ERGON, Inc.  
Reynolds Asphalt & Construction Co.

**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**

Amon Carter-Riverside High School  
Service Center III

**RATIONALE:**

The paving projects are needed to improve the parking areas of these District properties. Sharing in the cost with the County improves operational effectiveness and efficiency.

**INFORMATION SOURCE:**

Art Cavazos  
Gil Griffin

Co# 174963

**THE STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**COUNTY OF TARRANT**

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the Fort Worth Independent School District ("I.S.D.").

WHEREAS, the I.S.D. is requesting the COUNTY'S assistance in overlaying the following areas, student parking lots at Amon Carter-Riverside High school located at 3301 Yucca Street, Fort Worth, Texas 76111 and the driveways at the Fort Worth Independent School District Service Center III located at 1324 Rockwood Lane, Fort Worth, Texas 76114 (collectively referred to as the "Project").

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the School Board of the I.S.D. each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The I.S.D. and the COUNTY have authorized their representative to sign this Agreement.
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the I.S.D. agree as follows:

**TERMS AND CONDITIONS**

## **1. COUNTY RESPONSIBILITY**

- 1.1 The COUNTY will furnish the labor and equipment to assist the I.S.D. in completing the Project.
- 1.2 The I.S.D. is requesting the asphalt overlay of the student parking lot at Amon Carter-Riverside High school located at 3301 Yucca Street and two driveways at the Fort worth Independent School Service Center III located at 1324 Rockwood Lane, being approximately 112,325 square feet, consisting of a 2" Type B hot mix asphaltic concrete pavement surface.

## **2. I.S.D. RESPONSIBILITY**

- 2.1 I.S.D. will furnish all materials for the Project and pay trucking charges.
- 2.2 I.S.D. will furnish a site for dumping waste in close proximity to job site for materials generated during this project.
- 2.3 I.S.D. will furnish all rights of way, plan specifications and engineering drawings.
- 2.4 I.S.D. will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project.
- 2.5 I.S.D. will provide temporary driving lane markings.
- 2.6 If a Storm Water Pollution Prevention Plan is required, the I.S.D. will be responsible for the design and development of the Plan. I.S.D. will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.
- 2.7 I.S.D. agrees to pay a flat rate of \$100.00 per day to cover the COUNTY's cost of equipment and man-hours.

## **3. PROCEDURES DURING PROJECT**

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the I.S.D. has a complaint regarding the construction of the project, the I.S.D. must complain in writing to the COUNTY no later than 30 days of the date of project completion. Upon expiration of 30 days after project completion, the I.S.D. will be solely responsible for maintenance and repairs of the entire Project.

## **4. NO WAIVER OF IMMUNITY**

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive I.S.D. rights under a legal theory of sovereign immunity.

## **5. OPTIONAL SERVICES**

- 5.1 If requested by the I.S.D, the COUNTY will apply permanent striping coordinated through the Transportation Department to that part of the Project described above. Application of striping by the COUNTY is limited to this Project. If the I.S.D. desires permanent striping applied to any parking lot not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.
- 5.2 If required, the I.S.D. will pay for engineering services, storm water run-off plans, and continuation of services and plan.
- 5.3 If a Storm Water Prevention Plan is provided by the I.S.D., the COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the Project.

## **6. TIME PERIOD FOR COMPLETION**

The I.S.D. will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

## **7. THIRD PARTY**

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

## **8. JOINT VENTURE & AGENCY**

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

## **9. EFFECTIVE DATE**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

## **10. TERMINATION OF AGREEMENT**

The initial term of this Agreement is until September 30, 2017 and will automatically renew for a like term thereafter unless terminated by either party in writing. Either party may terminate this Agreement at any time either before the expiration of the initial term or after the renewal of any term thereafter by providing the other party with 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement, except that the I.S.D. is still liable for payment to the COUNTY for any outstanding invoice for the Project.

TARRANT COUNTY, TEXAS

FORT WORTH I.S.D.

  
COUNTY JUDGE

\_\_\_\_\_  
Authorized I.S.D. Official

Date: April 11, 2017

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

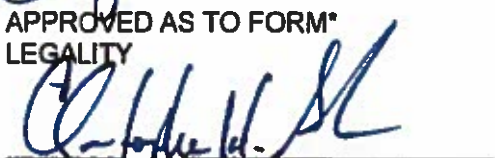
  
COMMISSIONER, PRECINCT FOUR  
J.D. JOHNSON April 11, 2017

Attest:

Attest:

  
\_\_\_\_\_  
APPROVED AS TO FORM\*  
LEGALITY

  
\_\_\_\_\_  
APPROVED AS TO FORM AND

  
\_\_\_\_\_  
Criminal District Attorney's Office\*  
April 11, 2017

APPROVED AS TO FORM AND

5/26/17  
\_\_\_\_\_  
I.S.D. Attorney

\* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



STATE OF TEXAS

§  
§  
§  
§  
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§

AMENDMENT NUMBER ONE TO  
APPROVAL OF A PROJECT FOR AN  
INTERLOCAL AGREEMENT BETWEEN  
TARRANT COUNTY, TEXAS AND  
FORT WORTH I.S.D.

COUNTY OF TARRANT

**Amendment Number One**

WHEREAS on April 11, 2017, through Court Order No. 123788, Tarrant County, Texas, ("COUNTY"), in accordance with Texas Government Code § 791.014, authorized an approval document for the construction, improvement, or repair of a building, road or other facility in the Fort Worth Independent School District ("FWISD").

NOW, THEREFORE, the COUNTY desires to amend the approval document to remove the reference to the "Eagle Mountain Saginaw Independent School District" in the second paragraph of the approval document and replace it with "Fort Worth Independent School District."

SIGNED and EXECUTED on this 2<sup>nd</sup> day of May, 2017.

COUNTY OF TARRANT  
STATE OF TEXAS

By:   
B. Glen Whitley  
County Judge

**Approval of a Project for an Interlocal Agreement Between  
Tarrant County, Texas and Fort Worth I.S.D.**

Tarrant County, Texas, acting by and through the Tarrant County Commissioners Court, has been advised of the following described Project involving the construction, improvement, or repair of a building, road or other facility. In accordance with Texas Government Code § 791.014, Tarrant County hereby gives its specific written approval for the Project prior to the Project beginning. The Project information is as follows:

**PROJECT and LOCATION:**

The overlaying of the student parking lots at Amon Carter-Riverside High school and the driveways at the Fort Worth Independent School District Service Center III, said Project being within the boundaries of the Fort Worth Independent School District and Tarrant County Commissioner Precinct #4.

The local governments that have requested the Project and with whom the Interlocal Agreement is by and between are Tarrant County, Texas, and the Eagle Mountain Saginaw Independent School District.

By vote on the date below, the Tarrant County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Tarrant County Commissioners Court.

Date: April 11, 2017

By:   
Presiding Officer of the  
Tarrant County Commissioners Court

REVISED QUOTE SHEET -- NO. 2

11612 RM 2244, Building 1, Suite 250  
Austin, Texas 78738  
(512) 469-9292 - PHONE  
(512) 469-0391 - FAX

# ERGON, INC.

TO:	FORT WORTH ISD
ATTENTION:	EILEEN NORRIS <i>Eileen.Norris@fwisd.org</i>

DATE:	MAY 23, 2017
	PIGGYBACKING OFF OF TARRANT CO. BID 2014-134

PROJECT #: AMON-CARTER RIVERSIDE HIGH SCHOOL

COUNTY: TARRANT

PLANNED QUANTITY: 600 GALLONS

PRODUCT: CSS-1H (30% product / 70% water)

PLANT LOCATION: SAGINAW, TEXAS

FOB PLANT: \$0.7603/GALLON x 600 = \$456.18

FREIGHT: \*\$0.1479/GALLON x 5,500 = \$813.45

5% CONTINGENCY ALLOWANCE: \$63.00

TOTAL DELIVERED PRICE: \$1,332.63

Delivered price does not include any applicable pump or demurrage.

\*Freight is based on a full transport load of 5,500 gallons or more.

Demurrage is \$80.00/hr after the first two hours.

Pump & hose charge is \$80.00 per load.

DELIVERED TO: 3301 YUCCA AVENUE, FORT WORTH, TEXAS

ACCEPTED AND AGREED TO
<u>20</u>
BY: _____
TITLE: _____

ERGON ASPHALT & EMULSIONS, INC. -- VENDOR #25429
BY: <u>DAVID STROUD</u>
TITLE: <u>TX REGIONAL MANAGER</u>

P.O. BOX 370  
EULESS TEXAS 76039

**RAC**  
**REYNOLDS ASPHALT**  
**AND CONSTRUCTION CO.**  
**FAX 817-267-1878**

BOB CUYKENDALL  
METRO 817-267-3131  
MOBILE 817-822-4185

DATE May 23 2017

NAME OF COMPANY Fort Worth ISD

Invoice

PROJECT

NAME OF PERSON QUOTED Eileen Norris

JOB Carter Riverside High School

LOCATION Fort Worth, Tx.

MAPSCO NUMBER FW 63-M

14 Miles

PLANT Euless

MATERIAL	D		total D			
AMOUNT (TONS)	542		542			
PRICE F.O.B. PLANT	\$ 52.00		\$28,184.00			
HAUL RATES						
Tandems	\$ 6.77		\$ 3,669.34			
Based on 12 ton Minimum						
Fuel Adjustment Charge						
Based on today's Rate						
Flowboys						
Based on 22 ton loads						
Minimum 22 Tons						
Fuel Adjustment Charge						
Toll way Charge per ton						
TAX EXEMPT	yes					
RC 250 TAC buckets						
TAX If Applicable						
Quantity of 542 tons	\$ 58.77		\$ 31,853.34			
5% Contingency Allowance			1592.67			
<b>Total</b>			<b>\$ 33,446.01</b>			

Pricing based on 12 ton minimum order  
All quotes meet Tx. Dot Spec. 340 or 341 using 64-22 Liquid Asphalt

Any request other than normal operating hours maybe subject to a \$2000.00 fee.  
Hours are 7:00 am to 4:00pm

EULESS PLANT # 1  
12650 CALLOWAY CEMETERY RD.  
METRO 817-267-3131

LEWISVILLE PLANT # 2  
617 COLLEGE  
METRO 972-434-2004

SAGINAW PLANT # 3  
10015 HICKS FIELD RD.  
METRO 817-498-2006

11612 RM 2244, Building 1, Suite 250  
Austin, Texas 78738  
(512) 469-9292 - PHONE  
(512) 469-0391 - FAX

# ERGON, INC.

TO:	FORT WORTH ISD
ATTENTION:	EILEEN NORRIS <i>Eileen.Norris@fwisd.org</i>

DATE:	MAY 23, 2017
	PIGGYBACKING OFF OF TARRANT CO. BID 2014-134

PROJECT #: \_\_\_\_\_ SERVICE CENTER III \_\_\_\_\_

COUNTY: \_\_\_\_\_ TARRANT \_\_\_\_\_

PLANNED QUANTITY: \_\_\_\_\_ 1,802 GALLONS \_\_\_\_\_

PRODUCT: \_\_\_\_\_ CSS-1H (30% product / 70% water) \_\_\_\_\_

PLANT LOCATION: \_\_\_\_\_ SAGINAW, TEXAS \_\_\_\_\_

FOB PLANT: \_\_\_\_\_ \$0.7603/GALLON x 1,802 = \$1,370.06 \_\_\_\_\_

FREIGHT: \_\_\_\_\_ \*\$0.1479/GALLON x 5,500 = \$813.45 \_\_\_\_\_

5% CONTINGENCY ALLOWANCE: \$110.00

TOTAL DELIVERED PRICE: \_\_\_\_\_ \$2,293.51 \_\_\_\_\_

**Delivered price does not include any applicable pump or demurrage.**

\*Freight is based on a full transport load of 5,500 gallons or more.

Demurrage is \$80.00/hr after the first two hours.

Pump & hose charge is \$80.00 per load.

DELIVERED TO: \_\_\_\_\_ 1324 ROCKWOOD LANE, FORT WORTH, TEXAS \_\_\_\_\_

ACCEPTED AND AGREED TO
_____ 20 _____
BY: _____
TITLE: _____

ERGON ASPHALT & EMULSIONS, INC. --
VENDOR #25429
BY: _____ DAVID STROUD _____
TITLE: _____ TX REGIONAL MANAGER _____

P.O. BOX 370  
EULESS TEXAS 76039

**RAC**  
**REYNOLDS ASPHALT**  
**AND CONSTRUCTION CO.**  
**FAX 817-267-1878**

BOB CUYKENDALL  
METRO 817-267-3131  
MOBILE 817-822-4185

**DATE** May 23 2017

**NAME OF COMPANY** Fort Worth ISD

**Invoice**

**PROJECT**

**NAME OF PERSON QUOTED** Eileen Norris

**JOB** SW ISD Center 3

1324 Rockwood Lane

**LOCATION** Fort Worth, Tx.

**MAPSCO NUMBER** FW 62-T

14 Miles

**PLANT** Euless

	D	Total			
<b>MATERIAL</b>					
<b>AMOUNT (TONS)</b>	1,652	1,652			
<b>PRICE F.O.B. PLANT</b>	\$ 52.00	\$85,904.00			
<b>HAUL RATES</b>					
Tandems	\$ 6.77	\$ 11,184.04			
Based on 12 ton Minimum					
Fuel Adjustment Charge					
Based on today's Rate					
Flowboys					
Based on 22 ton loads					
Minimum 22 Tons					
Fuel Adjustment Charge					
Toll way Charge per ton					
<b>TAX EXEMPT</b>	yes				
RC 250 TAC buckets					
<b>TAX If Applicable</b>					
Quantity of 1652 tons	\$ 58.77	\$ 97,088.04			
5% Contingency Allowance		\$ 5,097.12			
<b>Total</b>		\$ 102,185.16			

Pricing based on 12 ton minimum order  
All quotes meet Tx. Dot Spec. 340 or 341 using 64-22 Liquid Asphalt

Any request other than normal operating hours maybe subject to a \$2000.00 fee.  
Hours are 7:00 am to 4:00pm

EULESS PLANT # 1  
12650 CALLOWAY CEMETERY RD.  
METRO 817-267-3131

LEWISVILLE PLANT # 2  
617 COLLEGE  
METRO 972-434-2004

SAGINAW PLANT # 3  
10015 HICKS FIELD RD.  
METRO 817-498-2006

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE AGREEMENT WITH TARRANT COUNTY COLLEGE DISTRICT FOR ARCHITECTURAL SERVICES REGARDING TABS**

**BACKGROUND:**

Fort Worth ISD and the Tarrant County College District (TCCD) will equally share in the architectural costs of full design (architectural) services for the renovation of 29,000 sq. ft. of a floor in the Westfork building at the Trinity River (TR) Campus of TCCD for the Texas Academy of Biomedical Sciences (TABS) High School. Currently, TABS students in the eleventh and twelfth grades attend the TR Campus for classes. This renovation would also provide space at the TR Campus for the ninth and tenth graders, who are currently housed at 3813 Valentine.

TCCD will engage Bennet Benner Partners to undertake the design work. FWISD will be invoiced 50% of the cost of this work not to exceed \$225,000. The design will consist of 16 classrooms and labs, café areas, office space, faculty lounge, storage and other associated uses. The design will be based upon the already developed program and space plan from Phase I.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Agreement with Tarrant County College District for Architectural Services Regarding TABS
2. Decline to Approve Agreement with Tarrant County College District for Architectural Services Regarding TABS
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Agreement with Tarrant County College District for Architectural Services Regarding TABS

**FUNDING SOURCE**

*Additional Details*

General Fund

199-51-6299-001-999-99-455-000000

**COST:**

\$225,000

**VENDOR:**

Tarrant County College District

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

TABS

**RATIONALE:**

Uniting the grade levels of the TABS campus in one location is in the best interest of the students in this Academy, as well as cost effective.

**INFORMATION SOURCE:**

Art Cavazos



June 15, 2017

Kent P. Scribner, Ph.D.  
Superintendent  
Fort Worth Independent School District  
100 N. University Dr.  
Fort Worth, Texas 76107

RE: Potential Renovation of Space at the Trinity River Campus ("TR") of Tarrant County College District ("TCCD") for Fort Worth Independent School District's ("FWISD") Texas Academy of Biomedical Sciences ("TABS") Facility Serving Grades Nine Through Twelve.

Dear Dr. Scribner:

TCCD is pleased to continue to work with FWISD to explore the expansion of the operation of TABS on TR. Our institutions' initial collaboration on the architectural programming for the proposed renovation, evidenced by my letter to you dated January 26, 2017, was successful. As a next step in this process, the parties have agreed to share in the cost of full design services for the renovation of a floor in one of the buildings on TR. The goal of this cooperation is to allow the parties to better define the scope and cost of such a project.

To that end, TCCD will engage Bennet Benner Partners to undertake this work, as more particularly set forth on Exhibit "A" attached hereto and incorporated herein fully by reference. FWISD will be invoiced for 50% of the cost of this work, not to exceed \$225,000.00, payable in accordance with the requirements of Section 2251 of the Texas Government Code. The results of this architectural programming will be shared with FWISD promptly, to allow the parties to assess the feasibility of this project and the terms of our potential collaboration.

It is expressly agreed that, by your execution below, FWISD is agreeing solely to participate in the cost of the full design services. Neither party has any further obligation with respect to the proposed expansion of TABS at TR.

TARRANT COUNTY COLLEGE DISTRICT

By: \_\_\_\_\_  
Eugene Giovannini, Ed.D.  
Chancellor

ACCEPTED AND AGREED this \_\_\_\_  
Day of \_\_\_\_\_, 2017.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Kent P. Scribner, Ph.D.

bcc Angela Robinson  
Nina Petty

**Attachment A – Project Description and Scope of Services**

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**Contract Reference:** TCCD District-Project  
**Project Name:** Trinity River Campus - Westfork TABS Finish Out Phase 2 (DD-CA)  
**Design Professional:** Bennett Benner Partners  
**Service Authorization #:** TBD  
**Service Authorization Date:** June 9, 2017

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**Project Description**

The project consists of documentation and construction contract administration services related to the interior modification for the TCCD Trinity River Campus TABS Department. The TABS Department will occupy approximately 29,000sf on the fourth or fifth floor of the Westfork building. Only design development, construction documents, and construction contract administration is included within this Service Authorization.

The TABS Department space will consist of 16 classrooms and labs, cafe areas, office space, faculty lounge, storage, and other associated uses. Very little interior demolition is anticipated. The design will be based upon the already developed program and space plan from Phase I, dated May 25 2017 and attached to this SA.

**Scope of Services**

We will provide architectural services for the project as detailed below. We have included design development, construction documents and construction contract administration within our scope.

The scope of services covered by this proposal includes Architectural and Interior Design, Structural Engineering, MEP/FP Engineering, AV/IT/Security/Access Control Design, and Acoustical Design. Additionally, BBP will assist TCC with furniture selection, specification and coordinate with TCC as they schedule delivery and installation of furniture with the selected furniture vendor(s). We have not anticipated the need for any other consultants at this stage but we will work with you if we jointly decide other expertise is needed during the course of the project.

**Attachment A -- Project Description and Scope of Services (continued)**

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<b>Contract Reference:</b>	TCCD District-Project
<b>Project Name:</b>	Trinity River Campus - Westfork TABS Finish Out Phase 2 (DD-CA)
<b>Design Professional:</b>	Bennett Benner Partners
<b>Service Authorization #:</b>	TBD
<b>Service Authorization Date:</b>	June 9, 2017

---

**Deliverables**

**Design Development:**

1. Preliminary construction drawing and details and preliminary selections of all materials
2. Coordination and integration of the work of the engineers and other consultants
3. Preliminary accessibility and life safety code review
4. Review of updated project budget and schedule prepared by owner
5. Meeting minutes for weekly design meetings with owner issued within 24-48 hours of meeting
6. Two (2) half size hard copies of design drawings and outline specifications

**Construction Documents:**

1. Construction drawings and details and final selections of all materials
2. Coordination and integration of the work of the engineers and other consultants
3. Specifications for architectural and building systems
4. Building permit set, energy code compliance reports, and Texas Accessibility Standards (TAS) review set and coordination of submission to authorities having jurisdiction
5. Meeting minutes for weekly construction documentation meetings issued within 24-48 hours of meeting
6. One (1) CD with PDF of project manual and CAD files per TCCD requirements
7. Two (2) full size hard copies of final drawings and project manual
8. Assist with furniture finish selections
9. Furniture Specifications for Procurement
10. Furniture and Finish Binders for all Selections

**Construction Contract Administration:**

1. Review and certify of general contractor's payment application
2. Review and approve (or take other appropriate action upon) the general contractor's submittals (shop drawings, product data and samples) and maintain the project file of submittals
3. Weekly site visits to become generally familiar with the progress and quality of the work completed, to determine that the work is generally proceeding in accordance with the construction documents and to inform the owner and general contractor of any unacceptable work (including site visit reports)
4. Review and respond to general contractor's requests for information
5. Meeting minutes for weekly construction meetings issued within 24-48 hours of meeting
6. Issuance of clarification drawings and other supplemental materials and interpretations to support the general contractor during the construction phase
7. Production of final punch lists and project completion documentation
8. Review of project close-out documents for completeness
9. One (1) CD with PDF of record project manual and CAD files per TCCD requirements
10. Two (2) full size hard copies of record drawings and project manual

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE FIRST AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD EDUCATION FOUNDATION AND FORT WORTH INDEPENDENT SCHOOL DISTRICT (ISD)**

**BACKGROUND:**

A Memorandum of Understanding (“MOU”) was entered into between the Fort Worth ISD Education Foundation and Fort Worth ISD on May 27, 2014. The MOU established an agreement that all contributions collected by the Foundation were used for the benefit of Fort Worth ISD. In exchange, the Fort Worth ISD shared its strategic plan, provided office space and utilities, and included office equipment, salary and benefits for employees to support the foundation.

Upon the request of the Fort Worth ISD Education Foundation board members, this MOU is amended. The District, going forward, will share its strategic plan, access to parent directories, dedicated office space, equipment, supplies, and a one-time payment of \$60,000. As of September 1, 2017, the District will have no obligation to provide the Foundation with a District employee or provide funds to the Foundation for benefits of an employee. The Foundation will reimburse the District for utility costs.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve First Amended Memorandum Of Understanding Between Fort Worth ISD Education Foundation And Fort Worth Independent School District
2. Decline to Approve First Amended Memorandum Of Understanding Between Fort Worth ISD Education Foundation And Fort Worth Independent School District
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve First Amended Memorandum Of Understanding Between Fort Worth ISD Education Foundation And Fort Worth Independent School District

**FUNDING SOURCE**

***Additional Details***

General Fund

199-41-6299-001-720-99-213-000000

**COST:**

\$60,000

**VENDOR:**

NOT Applicable

**PURCHASING MECHANISM**

Sole Source

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Business & Finance

Grant Development, Management & Monitoring

**RATIONALE:**

The reason for this amended MOU is to provide the proper organizational structure and staffing to fully serve the Fort Worth ISD. A review of the current organization was conducted in 2016-2017. Informational meetings were held with Fort Worth ISD staff, the Foundation's outside counsel, the Foundation board president and administrative assistant. It is the recommendation of all parties that the Foundation, effective September 1, 2017, contract for administrative support independent of Fort Worth ISD policies and practices. The District will provide a one-time payment of \$60,000 to support the transition to this new agreement between both parties. The District will continue to provide office space and collaborate with Foundation staff for the benefit of Fort Worth ISD schools, staff and the community.

**INFORMATION SOURCE:**

Elsie Schiro  
Tracy Marshall

## FIRST AMENDED MEMORANDUM OF UNDERSTANDING

Between

Fort Worth ISD Education Foundation and Fort Worth Independent School District

This First Amended Memorandum of Understanding ("MOU") is entered into by and between the Fort Worth Independent School District Board of Education ("School Board") of Fort Worth Independent School District ("the District") and the Fort Worth ISD Education Foundation Board of Directors ("Foundation Board") of the Fort Worth ISD Education Foundation (the "Foundation"), desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

### Recitals

Whereas, the District is a public school system located in the *State of Texas*; and

Whereas, the Foundation is an independent nonprofit corporation organized under the Texas Business Organizations Code and recognized as exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; and

Whereas, the District has the authority to enter into contracts as are necessary for the efficient management of the District; and

Whereas, the Foundation is organized and operated exclusively for educational purposes and to receive and disburse funds, property and gifts of any kind exclusively for the benefit of the District; and

Whereas, the parties desire to revise and update certain aspects of their relationship to continue to achieve an efficient coordination between them to advance the District's public purposes and to foster the educational and cultural programs and services of the District for the benefit of the students of the District;

Now therefore, in consideration of the mutual covenants, promises and conditions herein contained, the District and the Foundation agree as follows:

A. Public Purposes: The School Board has identified the following educational public purposes ("Public Purposes") for the District's relationship with the Foundation:

1. Because of the uncertainty and restrictions inherent to the public school finance system, the District must seek alternative sources of revenue in order to continue and/or enhance its quality education programs.
2. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
3. Continuation of the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continual commitment from the District.
4. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the District.
5. The Foundation is a nonprofit education corporation organized in Tarrant County for educational purposes. The Foundation invests time and resources to generate

and improve community awareness and support for the financial needs in public education and specifically in the District, all in an effort to create alternative funding sources that benefit the District and its students.

6. The community realizes a benefit and convenience in having the District allow use of its facilities by the Foundation.
7. Solicitations of additional revenue by the Foundation relieves the fundraising burden of the Superintendent, administrators, teachers and staff, leaving them free to focus on the District's educational mission.
8. Revenues obtained by the Foundation will be provided for the betterment of the District's educational programs.
9. The District has realized, and expects to continue to realize, gains from its assistance to the Foundation.

B. District Responsibilities: The District agrees to provide the following to the Foundation, provided that the Public Purposes continue to be met and the terms and conditions set out herein continue to be implemented, and subject to the School Board's continuing right to refuse to appropriate the necessary funds in any budget year. All contribution amounts shall be within the sole discretion of the School Board, which contribution shall be monitored by the School Board and recorded in the District's accounting records as donations to the Foundation.

1. The District shall include the Foundation as an active and prominent participant in strategic planning for the District so that the Foundation may spread awareness of the direction and needs of the District to prospective donors and so that the Foundation may align its programs and campaigns consistent with the strategic objectives of the District.
2. The District shall provide to the Foundation any publicly available parent directory to enable the Foundation to meet its obligations in Section C below. Notwithstanding the foregoing, nothing in this provision or elsewhere in this MOU shall require the District to share any personally identifiable student information that is subject to protection under the Family Educational Rights Protection Act.
3. The District shall promptly alert the Foundation within ten (10) business days to prospective gifts, so that each opportunity for enhancing gift potential and donor relations is fully utilized. The District will provide reasonable cooperation to the Foundation in securing any prospective gift.
4. The District will provide dedicated office space, furniture, fixtures, equipment and supplies to the Foundation at a location selected and approved by the District as further described and pursuant to terms set out in the lease agreement attached hereto as Exhibit "A" and incorporated herein by reference. The office space, furniture, fixtures, equipment and supplies, and utilities will be provided at no charge to the Foundation.
5. The District will provide access to the District's electronic communication systems (e.g., email, computer network, telephone systems) at no charge to the Foundation. Notwithstanding the foregoing, the Foundation may, at its sole discretion, choose to select and pay for its own electronic communications system, in which event the



District will reasonably cooperate in the transfer of Foundation's electronic data and records.

6. The District agrees that it will continue to recognize the Foundation as its sole District-aligned foundation.
7. The District agrees to contribute on execution of this MOU a one-time payment of Sixty Thousand Dollars (\$60,000.00) on, or as soon as reasonably practical after, September 1, 2017.
8. The District shall provide one employee or benefits for one employee through August 31, 2017. As of September 1, 2017, the District shall have no obligation to provide the Foundation with a District employee or to provide funds to the Foundation for benefits of an employee.

C. Foundation Obligations:

1. The Foundation agrees that, during the term of this MOU, the Foundation will use its best efforts to increase community awareness of the state of public education and the specific needs of the District, and to solicit, collect, invest and administer funds for the Foundation, which shall be used to enrich the educational environment of the District.
2. The Foundation is responsible for planning and executing comprehensive fundraising and donor-acquisition programs in support of the strategic priorities identified by the District. These programs include annual giving, major gifts, planned gifts, special projects, and campaigns, as appropriate. The Foundation will work collaboratively with the District in establishing its fundraising activities and plans so as to seek to provide for the District's needs and priorities.
3. The Foundation shall submit to the District, no later than April 1 of each year, the Foundation's annual goals and plans for obtaining those goals as well as any additional information that the District may reasonably request from time to time.
4. By increasing community awareness of the status of public education and the specific needs of the District, the Foundation shall seek to create in the community an environment conducive to increasing levels of philanthropic support for the mission and priorities of the District.
5. The Foundation agrees that, in each of the Foundation's fiscal years, the Foundation shall make a significant contribution to the District through its efforts in raising community awareness of District needs as well as through financial contribution such that the value of the Foundation's contribution (both monetary and non-monetary) to the District will exceed the value of the District's contribution to the Foundation (including the use of facilities and equipment as applicable). For purposes of this MOU, amounts contributed to the District in any fiscal year shall include all grants to teachers, educational programs, and all payments to an endowment fund made in that fiscal year, but shall not include monies deposited into retained earnings until those retained earnings are spent for the benefit of the District through a teacher grant, educational program or endowment payment.
6. The Foundation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the

Board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies. The Foundation will apprise the District of material changes made to the bylaws.

7. The Foundation Board of Directors is responsible for the control and management of all assets of the Foundation, including the prudent management of all gifts, consistent with donor intent and the applicable law.
8. The Foundation will establish prudent asset-allocation, disbursement, and spending policies that adhere to applicable federal and state laws including the Uniform Prudent Management of Institutional Funds Act (UPMIFA).
9. The Foundation will receive, hold, manage, invest, and disburse contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments. The Foundation has the right to use a reasonable percentage of the annual unrestricted funds for operational purposes which initially shall be set at five percent (5%); assess fees for services; or assess fees on gifts, endowed funds, and other investments. Any change to the percentage or such charges or fees shall be agreed upon in writing between the Foundation and District, applied uniformly, and disclosed to donors. The Foundation further acknowledges that there will be certain restricted gifts that the Foundation and District will agree to accept, or pass through the Foundation. With respect to such pass-through gifts, the Foundation's fee will initially be set at three percent (3%) subject to donor agreement.
10. The Foundation will establish internal controls and other enterprise risk management practices commensurate with the Board's fiduciary responsibility.
11. The Foundation shall not accept any gift for the benefit of the District that contains restrictive terms or conditions without consulting and receiving approval from the District. For approval purposes, any gift less than \$10,000 will be treated pursuant to the District's standard operating procedures for such restricted gifts. With respect to any proposed gift of \$10,000 or more, the Foundation and the District will reasonably cooperate in efforts to secure the gift pursuant to a written gift or grant agreement acceptable to the District. In the event the District approves acceptance of such gift, the Foundation will disclose such conditions and restrictions when disbursing all or any portion of the gift to the District.
12. The Foundation shall not apply for or accept any grant, gifts or donation that requires the District to contribute or expend by funds or hire personnel without first obtaining written authorization from the Superintendent of Schools.
13. Any employee, volunteer, or contractor who the Foundation wishes to office in a District facility must satisfy District policy and state law regarding criminal history background checks and criminal history records. The District will conduct such checks for the Foundation upon the individual's initial employment or engagement and at periodic intervals thereafter as determined by the District. The District will not permit on its premises any Foundation employee, volunteer, or contractor who has been convicted of any felony or any misdemeanor involving moral turpitude.
14. The Foundation shall provide to the District a comprehensive annual report within ninety (90) days of the Foundation's fiscal year end.

15. The Foundation shall provide its filed IRS Form 990 annually to the School Board, which shall reflect the District's contributions to the Foundation and which shall be reviewed against the District's accounting records to ensure accuracy.
  16. The Foundation acknowledges that while its telecommunication and computer systems are provided by the District, it will be subject to and shall comply with the Public Information Act, absent any specific exemptions.
  17. The Foundation shall maintain its status as a separately incorporated 501(c)(3) nonprofit organization created to raise, manage, distribute, and steward private resources to support the various priorities of the District.
  18. The Foundation will reasonably cooperate with the District to the extent the District is required to include assets of the Foundation in any external audit.
  19. The Foundation agrees that it will continue to recognize the District as the sole beneficiary of its solicitation program.
- D. Relationship of the Parties: This MOU shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and neither of the parties will make such representation.
- E. Point of Contact: Unless otherwise specifically addressed herein, the points of contact for questions related to this Agreement shall be the Chief Financial Officer or her designee for the District and the Executive Director or her designee for the Foundation. Unless otherwise specifically addressed herein, the Foundation will work with appropriate District staff, consistent with similar relationships the District has with other community organizations.
- F. Term and Termination:
1. The term of this Agreement shall begin July 1, 2017 and end June 30, 2020 (the "Term"). To ensure effective achievement of the items of the MOU, the District and the Foundation officers and Board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communication and alignment of priorities. Within ninety (90) days of the end of the Term, the District and the Foundation will review this Agreement with each party to make a determination on renewal of the Agreement at that time.
  2. Either party may, upon ninety (90) days' prior written notice to the other party, terminate this MOU. The party initiating termination of this MOU must act in good faith to provide an opportunity for a meeting to include the District and the Foundation executives and Board chairs (or the Board chairs' designees) of both parties within thirty (30) days of initial written notice of intention to terminate the MOU.
  3. Notwithstanding the foregoing, either party may terminate this MOU in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice.
  4. Consistent with the provisions appearing in the Foundation's Bylaws and Certificate of Formation, should the Foundation cease to exist or cease to be an Internal Revenue Code Section 501(c)(3) nonprofit corporation, the Foundation will transfer

its assets and property to the District, to a reincorporated successor foundation approved by the District, or to another 501(c)(3) organization affiliated with the District.

G. Miscellaneous:

1. This MOU is the final agreement of the parties; it supersedes any and all prior oral or written agreements, arrangements, or understandings between the parties that relate to the subject matter of this MOU.
2. Neither party may assign their interest in this MOU except upon receiving the written consent of the other party.
3. No amendment, modification, or alteration of the terms of this MOU shall be binding unless it is in writing, dated subsequent to the date of this MOU, and duly executed by the parties to this MOU.
4. If any portion of this MOU shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect.
5. This MOU is deemed performable entirely in Tarrant County, Texas and shall be governed, construed, and enforced in accordance with and subject to the laws of the State of Texas.
6. The parties acknowledge that each has had an opportunity to review, revise, and negotiate the terms of this MOU with independent counsel.
7. The signatories to this MOU represent and warrant that they have the authority to execute this MOU on behalf of the District and the Foundation, respectively.

AGREED TO this \_\_\_\_ day of \_\_\_\_, 2017.

SCHOOL BOARD

\_\_\_\_\_  
Tobi Jackson - President


ATTEST:

\_\_\_\_\_  
Anael Luebanos - Secretary

EDUCATION FOUNDATION

  
\_\_\_\_\_  
Michael West, Ed. D. - President

ATTEST:

  
\_\_\_\_\_  
Jill Goff - Secretary

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
100 N. UNIVERSITY, SUITE NE 140-B  
FORT WORTH, TEXAS 76107**

**FIRST AMENDED RENTAL AGREEMENT**

This agreement is made and entered into on the 28th day of June, 2017, by and between the FORT WORTH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, referred to in this Rental Agreement as "LESSOR", and

Fort Worth ISD Education Foundation 7400 Garza, Fort Worth, TX 76116  
*(Name and Street Address of LESSEE)*

referred to in this Rental Agreement as "LESSEE." The responsible contract persons for the parties under this Rental Agreement are:

For LESSOR:

Tobi Jackson, Board President

Telephone Number: 817-814-2150

For LESSEE:

Michael P. West, Ed. D

Telephone Number: 817-884-5732

FOR AND IN CONSIDERATION of the rentals herein specified and other promises and covenants of LESSEE and pursuant to the Terms of a First Amended Memorandum of Understanding between LESSOR and LESSEE dated June 28, 2017. LESSOR agrees to rent to LESSEE the following described real property and improvements located in Tarrant County, Texas:

7400 Garza Fort Worth, TX 76116

*Facility Address*

Entire Building

*(Description of Specific Building(s) or Parts of Buildings)*

1. **LEASED PREMISES:** Such property and improvements herein above described are referred to in this lease as "the Leased Premises" or "the Premises."

2. **TERM:** This Rental Agreement shall be for a period beginning 7/1/2017 and ending 6/30/2020 hereinafter called the "Rental Term"). LESSEE shall be entitled to use such premises during such Rental Term.

3. **USE OF PREMISES:**

Fort Worth ISD Education Foundation Offices

*(Specify use to be made of facilities)*

4. **RENTAL:** As rent for such premises, LESSEE shall pay LESSOR the total sum of:

No Fee

payable in advance of occupancy on or before the N/A of N/A, 2017.

8. **UTILITIES FURNISHED:** LESSOR hereby agrees to furnish to LESSEE during the Rental Term electrical services for the ordinary use of the leased premises (and specifically excluding any electricity required for any appliance or machinery that requires current or electrical service in excess of 1,000 watts per receptacle within any twenty-four hour period) together with heating and/or air conditioning sufficient to make the leased premises comfortable for ordinary use, and water service and sewage service for ordinary uses and for no other purpose.

9. **OTHER SERVICES:** LESSOR will furnish the following additional services:

Weekly custodial services and maintenance (including preventative maintenance) for building and grounds.

LESSOR is not providing any facilities, equipment or services not explicitly set forth in this Rental Agreement, including, but not limited to, kitchen facilities, a podium, special lighting, microphones, speakers or amplification equipment, security or police services, or athletic equipment.

10. **INDEMNIFICATION/DEFENSE:**

(a) LESSEE agrees to assume and does hereby acknowledge full liability and responsibility for, and hereby covenants and agrees to Indemnify, Hold Harmless and Defend LESSOR, and its Board Members,

employees and agents, from and against any and all claims for damages or injuries to persons or property of any nature whatsoever (including any claims which may arise on the part of the LESSEE, its officers, agents, principals, employees, and sub-contractors) arising out of or incident to this Rental Agreement or to LESSEE's activities hereunder, including claims, liability and damages resulting solely or in part from the negligence of LESSOR, its Board members, employees or agents. By way of inclusion and not limitation, such claims, liability and damages Released and Indemnified against are specifically agreed to include any accidental injury to or death of any person on or about the Leased Premises as member, employee, agent, invitee, guest or patron of LESSEE. LESSEE's agreement to Indemnify, Hold Harmless and Defend shall not apply to the LESSOR, Board Member, employee or agent of the LESSOR if that LESSOR, Board Member, employee or agent is found by a court of competent jurisdiction (after all appeals have been exhausted) to have acted with gross negligence or intentional misconduct.

- (b) LESSOR will promptly notify LESSEE of any such claim and will cooperate with LESSEE in defending against any such claim or liability. In case any suit or legal proceedings of any kind is brought against LESSOR or any of its Board Members, employees or agents on account of loss or damage covered by the foregoing indemnity, LESSEE agrees to assume the defense thereof and to pay all expenses relating thereto and in connection therewith, together with all judgments and levies that may be obtained against LESSOR or its Board Members, employees or agents, as a result of such suits or proceeding specifically including fines, penalties, attorney's fees, exemplary and punitive damages, and interest. LESSEE agrees to immediately cause any such judgments and levies to be dissolved and discharged by paying same, giving bond or as otherwise accomplished.
- (c) LESSEE also agrees to pay LESSOR and its Board Members, employees and agents, promptly upon receipt of all statements therefore, any attorney's fees reasonably incurred by them directly or indirectly on account of any claims for damages or injuries covered by the foregoing indemnity.

#### **11. OTHER AGREEMENTS AND COVENANTS OF LESSEE:**

- (a) LESSEE agrees that it shall take the premises as is (unless there is a specific stipulation to the contrary in this Rental Agreement), and that LESSOR shall maintain the leased premises and any equipment, furniture, appliances and/or other improvements on such premises. LESSEE, at the end of the Rental Term, shall return the premises and all equipment, furniture, appliances and improvements to the LESSOR in good repair and working order, undamaged and properly functioning;
- (b) LESSEE agrees that it will not permit any damage to any portion of the leased premises by the erection or removal of equipment. In the event damage is done, LESSEE hereby covenants and agrees to reimburse LESSOR all costs of repair;
- (c) LESSEE acknowledges that the LESSOR assumes no responsibility for any property placed on the leased premises, whether belonging to LESSEE or others, and LESSEE hereby expressly RELEASES and DISCHARGES the LESSOR, its Board Members, employees, servants and agents from any and all liability for loss, injury, or damage to the property that may be sustained by reason of or in connection with the occupancy of the premises under this Agreement;
- (d) LESSEE will comply with all laws, ordinances and regulations, federal, state and local, including all school policies and ordinances of any city or other political subdivision in which the premises are located, including the City of Fort Worth, where applicable, and all rules, regulations, and requirements specifically made by the appropriate Fire Marshall having jurisdiction over the leased premises, in connection with the activities to be carried on by LESSEE on the leased premises and the occupancy and use of the premises by LESSEE hereunder. LESSEE further agrees to obtain and pay for all necessary permits, licenses, taxes or other fees or assessments charged in connection with its use of the leased premises.

LESSEE further expressly agrees that it will not perform any act on the leased premises during the Rental Term in violation of any such laws, ordinances, rules, policies and other requirements, and that if LESSOR calls the attention of LESSEE to any such violation by LESSEE or by any employee or agent of LESSEE or by any person admitted to the leased premises by LESSEE (which the LESSOR may not be obligated to do), LESSEE will immediately desist from and correct such violation or be required to vacate the premises. It is specifically agreed and LESSEE acknowledges that it is LESSEE's sole responsibility to meet every requirement of the Federal Copyright Act and to pay all licensing agencies, as outlined in the Act. LESSEE further covenants and hereby agrees to indemnify and hold harmless the LESSOR, its Board Members, employees, agents, and servants

with respect to any claims arising from non-payment to licensing agencies;

- (e) LESSEE agrees that no materials of any kind shall be nailed, tacked, screwed or otherwise attached to any part of the leased premises, surrounding buildings, or to any of the furniture, fixtures, appliances, or equipment of the LESSOR on such premises without the express written consent of LESSOR;
- (f) LESSEE agrees it will not use more than 1000 watts of electrical energy from any single electrical outlet on the premises during any twenty-four (24) hour period;
- (g) LESSEE agrees that it shall not permit to be done anything upon any portion of the leased premises that would in any way conflict with the terms and conditions of any insurance policy insuring the leased premises or any part thereof, nor should any conduct on the leased premises cause an increase in the rate of fire insurance on the leased premises or in any way destruct or interfere with any right of any tenants of such leased premises, or to injure or annoy such tenants;
- (h) LESSEE acknowledges and agrees that it does not have the right under this Rental Agreement to sell, serve, give away, allow the consumption of, or advertise alcoholic beverages of any kind on the leased premises or in connection with its activities on the leased premises.
- (i) LESSEE acknowledges and agrees that it does not have the right under this Rental Agreement to sell, serve, give away, allow the consumption of, or advertise tobacco products of any kind on the leased premises or in connection with its activities on the leased premises.
- (j) LESSEE, if a charitable association, corporation, entity or individual enterprise, having or claiming an immunity or exemption for or against liability for damage or injury to property and/or to persons, hereby expressly waives its right to plead defensively such immunity or exemption as against the LESSOR;
- (k) LESSEE acknowledges that it has no right to assign this Lease or any other rights it may have hereunder, nor suffer the use of the premises other than as specified herein, nor sublet premises or any part thereof without written consent of LESSOR;
- (l) In the event LESSEE has leased the premises for the purpose of presenting or staging a "public event" as that term is defined in ordinances of the City of Fort Worth, LESSEE, shall furnish security personnel in such number and in such manner as prescribed by the director of public events of the City of Fort Worth at its sole cost and expense. LESSEE hereby assumes sole responsibility for any and all acts or omissions by its security personnel in the performance of their responsibilities hereunder, and LESSEE agrees to indemnify, hold harmless, and defend the LESSOR, its Board Members, employees, agents, and servants from any and all claims or suits for property damage or personal injury arising out of, or in connection with such act or omissions.

12. **TERMINATION:** In the event the First Amended MOU between the Lessor and Lessee is terminated pursuant to Section F.2 of said agreement, hereby incorporated herein by reference, this Rental Agreement will also terminate.

13. **VENUE:** This Agreement is executed in and performable in Tarrant County, Texas and venue for any administrative or judicial proceeding relating to this agreement shall be in Tarrant County, Texas.

EXECUTED on or effective as of the date first written above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT:

BY: \_\_\_\_\_  
 Tobi Jackson  
 Fort Worth Independent School Board President  
 Title  
 \_\_\_\_\_  
 Date

FORT WORTH ISD EDUCATION FOUNDATION:

BY: \_\_\_\_\_  
 Michael P. West, Ed. D  
 President/Chair  
 Title  
 June 20, 2017  
 Date

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE FIRST READING - REVISION 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 first reading -revisions to Board Policy CB (LOCAL), CDC (LOCAL), CL (LOCAL), FB (LOCAL), and FDC (LOCAL).
2. Decline to Approve first 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 first 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.]

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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.

TITLE IX  
COORDINATOR

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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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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 ~~nondiscrimination~~antidiscrimination 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  
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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~~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  
June 27, 2017**

**TOPIC: APPROVE SECOND READING (TASB UPDATES) - REVISIONS TO BOARD POLICY BBE (LOCAL) AND BEF (LOCAL)**

**BACKGROUND:**

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major policy updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the district’s local policies are concerned. The Board of Trustees always has the final say regarding which policies go in the manual.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve second reading (TASB Updates) - revisions to Board Policy BBE (LOCAL) and BEF (LOCAL).
2. Decline to Approve second reading (TASB Updates) - revisions to Board Policy BBE (LOCAL) and BEF (LOCAL).
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Approve second reading (TASB Updates) - revisions to Board Policy BBE (LOCAL) and BEF (LOCAL).

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All schools and departments.

**RATIONALE:**

The approval of these policies will update the language as recommended by TASB.

**INFORMATION SOURCE:**

Sammy Monge  
Mia Hall

# Board Policy Review

## ▲ BBE(LOCAL): BOARD MEMBERS - AUTHORITY

### **SPECIAL NOTES:**

Changes to this policy were recommended by TASB in Update #98. However, the changes were not adopted by the Board. I have included a copy of TASB's previous recommendations for your convenience.

Please be advised that the language contained in second paragraph, AT INDIVIDUAL AUTHORITY FOR COMMITTING THE BOARD, is unique to the Fort Worth Independent School District.

MIA HALL, DIRECTOR

BOARD MEMBERS  
AUTHORITY

BBE  
(LOCAL)

BOARD AUTHORITY

The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

TRANSACTIONING  
BUSINESS

When a proposal is presented to the Board, a discussion shall be held and a decision reached. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.

INDIVIDUAL  
AUTHORITY FOR  
COMMITTING THE  
BOARD

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA(LOCAL) and BDD(LEGAL)]

A Board member may not exert pressure of any kind on the Superintendent or staff members to bring about the election, promotion, or dismissal of any employee of the system. If a Board member does attempt to exert pressure, the Superintendent is instructed and obligated to bring the matter to the attention of the Board.

INDIVIDUAL ACCESS  
TO INFORMATION

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code. [See GBA]

LIMITATIONS

If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public.

Individual Board members shall not have access to confidential student records unless the member is acting in his or her official capacity and has a legitimate educational interest in the records in accordance with policies policy FL(LEGAL) and (LOCAL).

A Board member who is denied access to a record under this provision may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GBAA]

REQUESTS FOR  
RECORDS

Individual Board members shall seek access to records or request copies of records from the Superintendent or other designated custodian of records.

BOARD MEMBERS  
AUTHORITY

BBE  
(LOCAL)

REQUESTS FOR  
REPORTS

In accordance with law, the District shall track and report any requests under this provision, including the cost of responding to one or more requests by any individual Board member for 200 or more pages of material in a 90-day period.

Individual members shall not direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or custodian of records regarding the preparation of reports shall be by Board action.

CONFIDENTIALITY

At the time Board members are provided access to confidential records or to reports compiled from such records, the Superintendent or other District employee shall advise them of their responsibility to comply with confidentiality requirements.

REFERRING  
COMPLAINTS

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Trustee may request that the issue be placed on the agenda.

BOARD MEMBERS  
AUTHORITY

BBE  
(LOCAL)

BOARD AUTHORITY

The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

TRANSACTIONING  
BUSINESS

When a proposal is presented to the Board, a discussion shall be held and a decision reached. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.

INDIVIDUAL  
AUTHORITY FOR  
COMMITTING THE  
BOARD

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA(LOCAL) and BDD(LEGAL)]

A Board member may not exert pressure of any kind on the Superintendent or staff members to bring about the election, promotion, or dismissal of any employee of the system. If a Board member does attempt to exert pressure, the Superintendent is instructed and obligated to bring the matter to the attention of the Board.

INDIVIDUAL ACCESS  
TO INFORMATION

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code. [See GBA]

LIMITATIONS

If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public.

Individual Board members shall not have access to confidential student records unless the member is acting in his or her official capacity and has a legitimate educational interest in the records in accordance with policy FL.

A Board member who is denied access to a record under this provision may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GBAA]

REQUESTS FOR  
RECORDS

Individual Board members shall seek access to records or request copies of records from the Superintendent or other designated custodian of records.



In accordance with law, the District shall track and report any requests under this provision, including the cost of responding to one or more requests by any individual Board member for 200 or more pages of material in a 90-day period.

REQUESTS FOR  
REPORTS

Individual members shall not direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or custodian of records regarding the preparation of reports shall be by Board action.

CONFIDENTIALITY

At the time Board members are provided access to confidential records or to reports compiled from such records, the Superintendent or other District employee shall advise them of their responsibility to comply with confidentiality requirements.

REFERRING  
COMPLAINTS

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Trustee may request that the issue be placed on the agenda.

# Board Policy Review

▲ BEF(LOCAL): BOARD MEETING - STAFF PARTICIPATION

**SPECIAL NOTES:**

This policy is unique to the Fort Worth Independent School District, as no other comparison districts have this policy code. FEB(LOCAL) was approved in 1987.

*The Board Policy Committee recommends deleting this policy.*

~~The Superintendent may attend and participate in all meetings of the Board at which a quorum is present except when lawfully excluded from a closed meeting, such as when the Superintendent's salary, evaluation, or contract are under preliminary discussion.~~

~~The deputy superintendents, associate superintendents, and assistant superintendents shall attend all regularly scheduled meetings of the Board, unless excused, and such other Board meetings as the Superintendent may require.~~

~~Administrative personnel shall attend such meetings of the Board as may be required by the Board, Superintendent, deputy superintendents, associate superintendents, and assistant superintendents.~~

**CONSENT AGENDA ITEM  
BOARD MEETING  
JUNE 27, 2017**

**TOPIC: APPROVE BUDGET AMENDMENT AND PURCHASE OF FURNITURE, FIXTURES AND EQUIPMENT (FF&E) FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

This consent item requests authorization of the use of FF&E Contingency to purchase new furniture, fixtures and equipment as noted below. This item also requests the use of FF&E budgeted funds for purchases as noted below.

**FF&E Contingency**

TEA	School	Amount
003	South Hills HS	\$12,818.33
005	Dunbar HS	\$12,904.51
008	North Side HS	\$11,896.81
009	Poly HS	\$41,148.36
015	Western Hills HS	\$2,075.70
016	OD Wyatt HS	\$13,422.81
	<b>TOTAL:</b>	<b>\$94,266.52</b>

**FF&E Budgeted**

TEA	School	Amount
001	Amon Carter Riverside HS	\$132,336.94
010	Paschal HS	\$155,554.35
175	Washington Heights ES	\$3,909.81
241	Westpark ES	\$12,724.14
	<b>TOTAL:</b>	<b>\$304,525.24</b>

This purchase includes, but is not limited to, furniture for administration, classroom, new athletic lockers, benches and washers/dryers. Purchase orders will be issued for each campus using pre-approved vendor pricing for each item.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Amendment and Purchase of Furniture, Fixtures and Equipment (FF&E) For The 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Purchase of Furniture, Fixtures and Equipment (FF&E) For The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment and Purchase of Furniture, Fixtures and Equipment (FF&E) For The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP	681-81-6629-FFE-999-99-000-000000	\$ 94,266.52
	681-81-6398-B43-XXX-99-000-000000	\$ 304,525.24

**COST:**

The adjustment of budget at school locations will be made as indicated on the attached Budget Amendment spreadsheet.

**VENDOR:**

School Specialty, Inc.  
Texas Furniture Source, Inc.  
Storage Equipment Co., Inc.  
Ed Brown Distributors

**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**

Capital Improvement Program

**RATIONALE:**

The planned purchase of furniture, fixtures and equipment is needed to support the expansion of existing and new schools. This amount has been estimated to fund furniture, fixtures, and equipment expenditures.

**INFORMATION SOURCE:**

Vicki D. Burris  
Gary Griffith  
Elsie Schiro

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 06/13/17	FFE Adjustments	Revised 06/13/17
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	\$ 6,949,471	\$ 12,818	\$ 6,962,289
004	Diamond Hill-Jarvis High School	\$ 6,964,290		\$ 6,964,290
005	Dunbar High School	\$ 4,107,847	\$ 12,905	\$ 4,120,752
006	Eastern Hills High School	\$ 1,822,162		\$ 1,822,162
008	North Side High School	\$ 1,549,134	\$ 11,897	\$ 1,561,031
009	Polytechnic High School	\$ 4,846,746	\$ 41,148	\$ 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	\$ 5,918,225	\$ 2,076	\$ 5,920,301
016	O.D. Wyatt High School	\$ 2,615,391	\$ 13,423	\$ 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		\$ 4,692,720
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 06/13/17	FFE Adjustments	Revised 06/13/17
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		\$ 14,279,129
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		\$ 19,675,212
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 06/13/17	FFE Adjustments	Revised 06/13/17
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	\$ 4,890,430		\$ 4,890,430
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	\$ 1,135,917		\$ 1,135,917
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	\$ 751,049	\$ (94,267)	\$ 656,782
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>

**CONSENT AGENDA ITEM  
BOARD MEETING  
JUNE 27, 2017**

**TOPIC: APPROVE AUTHORIZATION TO USE COMMITTED FUND BALANCE AND TO AMEND THE PRIOR BUDGET AMENDMENT FOR BID PACKAGE 066 (RFSCP 17-066) IN THE THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On April 11, 2017 the Board Of Education (BOE) approved a budget amendment and authorization to negotiate and enter into contract with a General Contractor for Bid Package 066 (RFSCP 17-066) in an amount not to exceed \$11,823,911; this includes the use of \$4,890,430 from program contingency and \$6,933,481 from CIP Construction Fund 681. Omitted from this action item was the request to use committed fund balance from the General Fund which was set aside for use at Arlington Heights High School (AHHS) for an athletic-related project per Board Action and Resolution dated April 28, 2015. As a result, CIP request the Board to amend the budget amendment for BP 066 restoring \$450,000 to program contingency and to authorize the use of committed fund balance in the sum of \$450,000 to be used at AHHS field house construction project.

<b>BOE Meeting</b>	<b>681 Funds</b>	<b>Program Contingency</b>	<b>Committed Fund Balance</b>	<b>Total</b>
April 11, 2017	\$6,933,481	\$4,890,430	\$0	\$11,823,911
June 27, 2017	\$6,933,481	\$4,440,430	\$450,000	\$11,823,911

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization to use committed fund balance and to ament the prior budget amendment for Bid Package 066 (RFCSP 17-066) in the 2013 Capital Improvement Program
2. Decline to Approve Authorization to use committed fund balance and to ament the prior budget amendment for Bid Package 066 (RFCSP 17-066) in the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to use committed fund balance and to ament the prior budget amendment for Bid Package 066 (RFCSP 17-066) in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

General Fund

199-81-6629-TRF-002-99-431-000000 - \$450,000

**COST:**

\$450,000

**VENDOR:**

IN NEGOTIATIONS

**PURCHASING MECHANISM**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

On April 28, 2015, the BOE approved the use of General Fund for in-kind capital improvements for athletic needs at Arlington Heights HS in the amount of \$450,000. Therefore, CIP request the Board to amend the budget amendment for BP 066 restoring \$450,000 to program contingency and to authorize the use of committed fund balance in the sum of \$450,000 to be used at AHHS field house construction project.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro

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

Org	Project	Revised 04/11/17	04/11/17 BOE Approved BP 066 Adjustments	06/27/17 BP 066 Adjustments	06/27/17 BP 066 Revised	Revised 06/13/17	BOE Approved Adjustments 04/11/17 to 06/27/17	Revised 06/27/17
001	Amon Carter - Riverside High School	\$ 11,487,252			\$ 11,487,252	\$ 11,287,252	\$ (200,000)	\$ 11,287,252
002	Arlington Heights High School	\$ 5,924,742			\$ 5,924,742	\$ -	\$ -	\$ 5,924,742
003	South Hills High School	\$ 6,899,471			\$ 6,899,471	\$ 6,949,471	\$ 62,818	\$ 6,962,289
004	Diamond Hill-Jarvis High School	\$ 6,964,290			\$ 6,964,290	\$ -	\$ -	\$ 6,964,290
005	Dunbar High School	\$ 4,107,847			\$ 4,107,847	\$ 4,107,847	\$ 12,905	\$ 4,120,752
006	Eastern Hills High School	\$ 2,222,162			\$ 2,222,162	\$ 1,822,162	\$ (400,000)	\$ 1,822,162
008	North Side High School	\$ 1,549,134			\$ 1,549,134	\$ 1,549,134	\$ 11,897	\$ 1,561,031
009	Polytechnic High School	\$ 4,846,746			\$ 4,846,746	\$ 4,846,746	\$ 41,146	\$ 4,887,894
010	Paschal High School	\$ 13,255,485			\$ 13,255,485	\$ 13,255,485	\$ -	\$ 13,255,485
011	Trimble Technical High School	\$ 2,317,176			\$ 2,317,176	\$ 2,317,176	\$ -	\$ 2,317,176
014	Southwest High School	\$ 2,076,146			\$ 2,076,146	\$ 2,126,146	\$ 50,000	\$ 2,126,146
015	Western Hills High School	\$ 5,718,225			\$ 5,718,225	\$ 5,918,225	\$ 202,076	\$ 5,920,301
016	O.D. Wyatt High School	\$ 2,615,391			\$ 2,615,391	\$ 2,615,391	\$ 13,423	\$ 2,628,814
018	Middle Level Learning Center	\$ 130,458			\$ 130,458	\$ 130,458	\$ -	\$ 130,458
019	Metro Opportunity High School	\$ 154,348			\$ 154,348	\$ 128,348	\$ (26,000)	\$ 128,348
026	Jo Kelly School	\$ 123,956			\$ 123,956	\$ 103,956	\$ (20,000)	\$ 103,956
042	Daggett Middle School	\$ 244,857			\$ 244,857	\$ 244,857	\$ -	\$ 244,857
043	Wedgwood Sixth Grade School	\$ 2,616,871			\$ 2,616,871	\$ 2,616,871	\$ -	\$ 2,616,871
044	Elder Middle School	\$ 3,634,842			\$ 3,634,842	\$ -	\$ -	\$ 3,634,842
045	Forest Oak Middle School	\$ 781,166			\$ 781,166	\$ 781,166	\$ -	\$ 781,166
047	Handley Middle School	\$ 234,415			\$ 234,415	\$ 234,415	\$ -	\$ 234,415
048	William James Middle School	\$ 1,106,343			\$ 1,106,343	\$ 1,006,343	\$ (100,000)	\$ 1,006,343
049	Kirkpatrick Middle School	\$ 2,962,922			\$ 2,962,922	\$ 2,962,922	\$ -	\$ 2,962,922
050	McLean Middle School	\$ 5,159,134			\$ 5,159,134	\$ 5,008,134	\$ (151,000)	\$ 5,008,134
051	Meacham Middle School	\$ 447,078			\$ 447,078	\$ 447,078	\$ -	\$ 447,078
052	Meadowbrook Middle School	\$ 1,027,454			\$ 1,027,454	\$ 1,027,454	\$ -	\$ 1,027,454
053	Monqg Middle School	\$ 277,492			\$ 277,492	\$ 277,492	\$ -	\$ 277,492
054	Morningside Middle School	\$ 1,909,151			\$ 1,909,151	\$ 1,909,151	\$ -	\$ 1,909,151
056	Riverside Middle School	\$ 236,604			\$ 236,604	\$ 236,604	\$ -	\$ 236,604
057	Rosemont Middle School	\$ 499,606			\$ 499,606	\$ 499,606	\$ -	\$ 499,606
058	W.C. Stripling Middle School	\$ 420,154			\$ 420,154	\$ 420,154	\$ -	\$ 420,154
059	J. Martin Jacquet MS	\$ 439,428			\$ 439,428	\$ 439,428	\$ -	\$ 439,428
060	Wedgwood Middle School	\$ 301,417			\$ 301,417	\$ 301,417	\$ -	\$ 301,417
061	Leonard Middle School	\$ 409,543			\$ 409,543	\$ 409,543	\$ -	\$ 409,543
062	International Newcomer Acad / Applied Learning Academy	\$ 500,815			\$ 500,815	\$ 500,815	\$ -	\$ 500,815
063	Como Montessori School	\$ 1,858,810			\$ 1,858,810	\$ 1,858,810	\$ -	\$ 1,858,810
064	Glencrest 6th Grade	\$ 2,665,958			\$ 2,665,958	\$ 2,665,958	\$ -	\$ 2,665,958
067	Rosemont 6th Grade	\$ 2,166,824			\$ 2,166,824	\$ 2,166,824	\$ -	\$ 2,166,824
069	McLean 6th Grade	\$ 4,738,720			\$ 4,738,720	\$ 4,692,720	\$ (46,000)	\$ 4,692,720
070	Jean McClung Middle School	\$ 178,041			\$ 178,041	\$ 178,041	\$ -	\$ 178,041
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,291,093			\$ 9,291,093	\$ 9,291,093	\$ -	\$ 9,291,093
081	Young Women's Leadership Academy	\$ 3,331,229			\$ 3,331,229	\$ 3,331,229	\$ -	\$ 3,331,229
082	Texas Academy of Biomedical Sciences	\$ 274,128			\$ 274,128	\$ 274,128	\$ -	\$ 274,128
083	Young Men's Leadership Academy	\$ 5,499,915			\$ 5,499,915	\$ 5,499,915	\$ -	\$ 5,499,915
084	World Language Academy	\$ 38,323			\$ 38,323	\$ 38,323	\$ -	\$ 38,323
087	VPA/STEM	\$ 51,722,571			\$ 51,722,571	\$ 51,722,571	\$ -	\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 160,011			\$ 160,011	\$ 139,011	\$ (21,000)	\$ 139,011
103	Benbrook Elementary School	\$ 2,795,325			\$ 2,795,325	\$ 2,795,325	\$ -	\$ 2,795,325
104	Boulevard Heights Elementary School	\$ 672,989			\$ 672,989	\$ 672,989	\$ -	\$ 672,989
105	West Handley Elementary School	\$ 6,204,629			\$ 6,204,629	\$ 6,204,629	\$ -	\$ 6,204,629
107	Burton Hill Elementary School	\$ 161,214			\$ 161,214	\$ 161,214	\$ -	\$ 161,214
110	Carroll Peak Elementary School	\$ 98,996			\$ 98,996	\$ 98,996	\$ -	\$ 98,996
111	Carler Park Elementary School	\$ 2,257,533			\$ 2,257,533	\$ 2,257,533	\$ -	\$ 2,257,533
114	Manuel Jara Elementary School	\$ 195,990			\$ 195,990	\$ 195,990	\$ -	\$ 195,990
115	George C. Clarke Elementary School	\$ 1,790,963			\$ 1,790,963	\$ 1,790,963	\$ -	\$ 1,790,963
116	Lily B. Clayton Elementary School	\$ 165,549			\$ 165,549	\$ 153,549	\$ (12,000)	\$ 153,549
117	Como Elementary School	\$ 244,879			\$ 244,879	\$ 244,879	\$ -	\$ 244,879
118	Hazel Harvey Peace Elementary School	\$ 106,055			\$ 106,055	\$ 106,055	\$ -	\$ 106,055
119	E.M. Daggett Elementary School	\$ 2,417,949			\$ 2,417,949	\$ 2,417,949	\$ -	\$ 2,417,949
120	Rufino Mendoza Elementary School	\$ 2,428,806			\$ 2,428,806	\$ 2,428,806	\$ -	\$ 2,428,806
121	DeZavala Elementary School	\$ 3,492,130			\$ 3,492,130	\$ 3,492,130	\$ -	\$ 3,492,130
122	Diamond Hill Elementary School	\$ 1,786,093			\$ 1,786,093	\$ 1,774,093	\$ (12,000)	\$ 1,774,093
123	S.S. Dilow Elementary School	\$ 214,679			\$ 214,679	\$ 214,679	\$ -	\$ 214,679
124	Maudie I. Logan Elementary School	\$ 286,449			\$ 286,449	\$ 286,449	\$ -	\$ 286,449
125	Eastern Hills Elementary School	\$ 192,030			\$ 192,030	\$ 192,030	\$ -	\$ 192,030
126	East Handley Elementary School	\$ 2,298,607			\$ 2,298,607	\$ 2,298,607	\$ -	\$ 2,298,607
127	Christene C. Moss Elementary School	\$ 1,926,279			\$ 1,926,279	\$ 1,926,279	\$ -	\$ 1,926,279
129	John T. White Elementary School	\$ 97,493			\$ 97,493	\$ 97,493	\$ -	\$ 97,493
130	Farlean Beal Elementary School	\$ 264,924			\$ 264,924	\$ 264,924	\$ -	\$ 264,924
131	Rosemont Elementary School	\$ 93,110			\$ 93,110	\$ 93,110	\$ -	\$ 93,110
132	Glen Park Elementary School	\$ 1,658,823			\$ 1,658,823	\$ 1,658,823	\$ -	\$ 1,658,823
133	W.M. Green Elementary School	\$ 4,901,520			\$ 4,901,520	\$ 4,751,520	\$ (150,000)	\$ 4,751,520
134	Greenbriar Elementary School	\$ 1,849,825			\$ 1,849,825	\$ 1,849,825	\$ -	\$ 1,849,825
135	Van Zandt-Gunn Elementary School	\$ 104,439			\$ 104,439	\$ 104,439	\$ -	\$ 104,439
137	Hubbard Heights Elementary School	\$ 114,195			\$ 114,195	\$ 114,195	\$ -	\$ 114,195
138	H.V. Heibing Elementary	\$ 405,495			\$ 405,495	\$ 405,495	\$ -	\$ 405,495
139	Milton L. Kirkpatrick Elementary School	\$ 2,031,712			\$ 2,031,712	\$ 2,031,712	\$ -	\$ 2,031,712
141	Meadowbrook Elementary	\$ 178,948			\$ 178,948	\$ 178,948	\$ -	\$ 178,948
143	D. McRae Elementary School	\$ 147,436			\$ 147,436	\$ 147,436	\$ -	\$ 147,436
144	Mitchell Boulevard Elementary School	\$ 2,736,634			\$ 2,736,634	\$ 2,736,634	\$ -	\$ 2,736,634
146	M.H. Moore Elementary School	\$ 222,410			\$ 222,410	\$ 203,410	\$ (19,000)	\$ 203,410
147	Morningside Elementary School	\$ 182,441			\$ 182,441	\$ 182,441	\$ -	\$ 182,441
148	Charles E. Nash Elementary School	\$ 1,350,609			\$ 1,350,609	\$ 1,350,609	\$ -	\$ 1,350,609
149	North Hi Mount Elementary School	\$ 156,482			\$ 156,482	\$ 156,482	\$ -	\$ 156,482
150	Oakhurst Elementary School	\$ 212,855			\$ 212,855	\$ 212,855	\$ -	\$ 212,855
151	Natha Howell Elementary School	\$ 152,372			\$ 152,372	\$ 152,372	\$ -	\$ 152,372
152	Oaklawn Elementary School	\$ 214,780			\$ 214,780	\$ 214,780	\$ -	\$ 214,780
153	A.M. Pate Elementary School	\$ 200,532			\$ 200,532	\$ 163,532	\$ (37,000)	\$ 163,532
154	M.L. Phillips Elementary School	\$ 181,169			\$ 181,169	\$ 149,169	\$ (32,000)	\$ 149,169
156	Ridgela Hills Elementary School	\$ 2,368,820			\$ 2,368,820	\$ 2,368,820	\$ -	\$ 2,368,820
157	Luella Merrett Elementary School	\$ 3,365,007			\$ 3,365,007	\$ 3,365,007	\$ -	\$ 3,365,007
159	Versia L. Williams Elementary School	\$ 1,613,056			\$ 1,613,056	\$ 1,613,056	\$ -	\$ 1,613,056
160	Maudrie M. Walton Elementary School	\$ 180,294			\$ 180,294	\$ 180,294	\$ -	\$ 180,294
161	Sam Rosen Elementary School	\$ 1,927,104			\$ 1,927,104	\$ 1,918,104	\$ (9,000)	\$ 1,918,104
162	Sagamore Hill Elementary School	\$ 195,961			\$ 195,961	\$ 195,961	\$ -	\$ 195,961
163	Bruce Shulkey Elementary School	\$ 550,088			\$ 550,088	\$ 550,088	\$ -	\$ 550,088
165	R.J. Wilson Elementary School	\$ 1,521,610			\$ 1,521,610	\$ 1,521,610	\$ -	\$ 1,521,610
166	South Hi Mount Elementary School	\$ 217,768			\$ 217,768	\$ 217,768	\$ -	\$ 217,768
167	South Hills Elementary School	\$ 136,169			\$ 136,169	\$ 126,169	\$ (10,000)	\$ 126,169

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



Org	Project	Revised 04/11/17	04/11/17 BOE Approved BP 066 Adjustments	06/27/17 BP 066 Adjustments	06/27/17 BP 066 Revised	Revised 06/13/17	BOE Approved Adjustments 04/11/17 to 06/27/17	Revised 06/27/17
168	Springdale Elementary School	\$ 3,479,305			\$ 3,479,305	\$ 3,446,305	\$ (33,000)	\$ 3,446,305
169	Sunrise-McMillan Elementary School	\$ 2,545,499			\$ 2,545,499	\$ 2,445,499	\$ (100,000)	\$ 2,445,499
171	Tanglewood Elementary School	\$ 6,893,248			\$ 6,893,248	\$ 6,893,248	\$ -	\$ 6,893,248
172	W.J. Turner Elementary School	\$ 236,554			\$ 236,554	\$ 222,554	\$ (14,000)	\$ 222,554
175	Washington Heights Elementary School (New)	\$ 14,279,129			\$ 14,279,129	\$ 14,279,129	\$ -	\$ 14,279,129
176	Waverly Park Elementary School	\$ 290,716			\$ 290,716	\$ 290,716	\$ -	\$ 290,716
177	Westcliff Elementary School	\$ 138,659			\$ 138,659	\$ 138,659	\$ -	\$ 138,659
178	Westcreek Elementary School	\$ 541,076			\$ 541,076	\$ 541,076	\$ -	\$ 541,076
180	Western Hills Elementary School	\$ 4,884,837			\$ 4,884,837	\$ 4,884,837	\$ -	\$ 4,884,837
184	Worth Heights Elementary School	\$ 169,088			\$ 169,088	\$ 169,088	\$ -	\$ 169,088
186	David K. Sellars Elementary School	\$ 4,570,595			\$ 4,570,595	\$ 4,570,595	\$ -	\$ 4,570,595
187	J.T. Stevens Elementary School	\$ 278,609			\$ 278,609	\$ 278,609	\$ -	\$ 278,609
188	Atwood McDonald Elementary School	\$ 2,374,312			\$ 2,374,312	\$ 2,374,312	\$ -	\$ 2,374,312
190	Riverside Applied Learning Center	\$ 172,506			\$ 172,506	\$ 120,506	\$ (52,000)	\$ 120,506
194	Daggett Montessori	\$ 298,770			\$ 298,770	\$ 298,770	\$ -	\$ 298,770
206	Bill Elliott Elementary School	\$ 144,064			\$ 144,064	\$ 144,064	\$ -	\$ 144,064
208	T.A. Sims Elementary School	\$ 146,395			\$ 146,395	\$ 146,395	\$ -	\$ 146,395
209	Edward J. Briscoe Elementary	\$ 105,976			\$ 105,976	\$ 105,976	\$ -	\$ 105,976
216	Woodway Elementary School	\$ 1,551,686			\$ 1,551,686	\$ 1,551,686	\$ -	\$ 1,551,686
217	I.M. Terrell Elementary School	\$ 164,113			\$ 164,113	\$ 164,113	\$ -	\$ 164,113
219	Lowery Road Elementary School	\$ 5,999,261			\$ 5,999,261	\$ 5,999,261	\$ -	\$ 5,999,261
220	Alice Contreras Elementary School	\$ 1,586,069			\$ 1,586,069	\$ 1,586,069	\$ -	\$ 1,586,069
221	Western Hills Primary	\$ 452,841			\$ 452,841	\$ 452,841	\$ -	\$ 452,841
222	L. Clifford Davis Elementary School	\$ 412,398			\$ 412,398	\$ 412,398	\$ -	\$ 412,398
223	Cesar Chavez Primary	\$ 180,845			\$ 180,845	\$ 135,845	\$ (45,000)	\$ 135,845
224	M. G. Ellis Primary	\$ 277,432			\$ 277,432	\$ 277,432	\$ -	\$ 277,432
225	Bonnie Brae Elementary School	\$ 165,034			\$ 165,034	\$ 134,034	\$ (31,000)	\$ 134,034
226	Seminary Hills Park Elementary School	\$ 187,466			\$ 187,466	\$ 187,466	\$ -	\$ 187,466
227	Dolores Huerta Elementary School	\$ 241,467			\$ 241,467	\$ 187,467	\$ (54,000)	\$ 187,467
241	Westpark Elementary School (New)	\$ 19,675,212			\$ 19,675,212	\$ 19,675,212	\$ -	\$ 19,675,212
259	Van Zandt-Guinn Elementary School	\$ 11,895,561			\$ 11,895,561	\$ 11,895,561	\$ -	\$ 11,895,561
350	Adult Education Center	\$ 16,043			\$ 16,043	\$ 16,043	\$ -	\$ 16,043
834	Wilkinson-Greines Athletic Fields	\$ 164,282			\$ 164,282	\$ 164,282	\$ -	\$ 164,282
835	Farrington Athletic Field	\$ 155,855			\$ 155,855	\$ 155,855	\$ -	\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,254,826			\$ 1,254,826	\$ 1,443,826	\$ 189,000	\$ 1,443,826
BP 066	Final amounts per school to be finalized upon negotiations	\$ -	\$ 4,890,430	\$ (450,000)	\$ 4,440,430	\$ 4,440,430	\$ -	\$ 4,440,430
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537			\$ 4,453,537	\$ 4,453,537	\$ -	\$ 4,453,537
999	Indirect Cost Redistribution - Prop 1	\$ 22,378,730			\$ 22,378,730	\$ 22,378,730	\$ -	\$ 22,378,730
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256			\$ 2,531,256	\$ 2,531,256	\$ -	\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ 3,752,081	\$ (3,751,081)		\$ 1,000	\$ 1,000	\$ -	\$ 1,000
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000			\$ 1,050,000	\$ 1,050,000	\$ -	\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 755,631	\$ (513,714)	\$ 450,000	\$ 691,917	\$ 1,585,917	\$ 894,000	\$ 1,585,917
B47	Owner's Program Contingency - Prop 2	\$ 1,050,000			\$ 1,050,000	\$ 1,050,000	\$ -	\$ 1,050,000
DCP	Contingency from Scope Adjustments	\$ 92,000			\$ 92,000	\$ 472,000	\$ 380,000	\$ 472,000
DFC	Funds Associated with Additions to be Built at Other Campuses	\$ -			\$ -	\$ -	\$ -	\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ 814,636	\$ (625,635)		\$ 189,000	\$ -	\$ (189,000)	\$ -
ADA	ADA Compliance Contingency	\$ 11,259			\$ 11,259	\$ 11,259	\$ -	\$ 11,259
FFE	FF&E Contingency	\$ 751,049			\$ 751,049	\$ 751,049	\$ (94,267)	\$ 656,782
TEC	Contingency Transfer from Technology	\$ 1,500,286			\$ 1,500,286	\$ 1,500,286	\$ -	\$ 1,500,286
		\$ 359,869,165			\$ 359,869,165	\$ 359,869,165	\$ -	\$ 359,869,165
	Technology Assessment				\$ 99,990,835	\$ 99,990,835		\$ 99,990,835
	Proposition 3				\$ 30,000,000	\$ 30,000,000		\$ 30,000,000
	<b>2013 CIP Grand Total</b>	<b>\$ 489,860,000</b>			<b>\$ 489,860,000</b>	<b>\$ 489,860,000</b>		<b>\$ 489,860,000</b>

**2013 Capital Improvement Program  
Contingency Summary  
As of 06/27/17**

As of 06/13/17	BOE 06/27/17 Proposed Items	As of 06/27/17
Proposition I Contingency Balance	BP 066 Restore Contingency	Proposition I Contingency Balance
\$ 3,109,203	\$ 450,000	\$ 3,559,203

**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>\$ 3,650,003</b>

**Potential Future Use of Contingency on Pending Projects:**

Permit/Fees	\$ (500,000)	
		\$ (500,000)
<i>Kitchen Projects</i>		
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>\$ (3,951,353)</b>

**Estimated Contingency Balance** **Total** **(\$301,350)**

As of 06/13/17	BOE 06/27/17 Proposed Items	As of 06/27/17
Proposition II Contingency Balance	No items propped this period	Proposition II Contingency Balance
\$ 2,100,000	\$ -	\$ 2,100,000 **

**Estimated Contingency Balance** **Total** **\$2,100,000**

\* Project Costs are based on AE Cost Estimates

\*\* Applicable to VPA/STEM or related projects

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE THE MINUTES FROM THE MAY 30, 2017 BOARD POLICY COMMITTEE MEETING**

**BACKGROUND:**

The Fort Worth Independent School District Board of Trustees approved the creation of the Board Policy Committee. The purpose of the committee is to focus efforts on local governance policy and review local procurement policy.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Minutes from the May 30, 2017 Board Policy Committee Meeting
2. Decline to Approve the Minutes from the May 30, 2017 Board Policy Committee Meeting
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Minutes from the May 30, 2017 Board Policy Committee Meeting

**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 campuses, departments, and community stakeholders

**RATIONALE:**

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

**INFORMATION SOURCE:**

Board Policy Committee



**FORT WORTH ISD MISSION:**  
PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth ISD  
Board Policy Committee  
Meeting Minutes  
May 30, 2017 at 4:30 p.m.  
Board Library, 100 N. University Drive, Fort Worth, TX 76107**

**Members Present:**

Ashley Paz, Chair	Jacinto Ramos, Jr.	Norman Robbins
Sammy Monge	Jerry Moore	Mia Hall

**Members Not Present:**

T.A .Sims

Call to order at 4:35 p.m. by Ashley Paz

**A. Discuss and Review Board "B" Policies**

- Today discuss BEF (LOCAL), BBE (LOCAL), BBF (LOCAL), and BP (LOCAL)
- BEF (LOCAL) - Board Meetings, Staff Participation
  - This committee moves to delete this policy; strictly administrative
- BBE (LOCAL) - Board Members, Authority
  - TASB recommendation # 98
  - Three new paragraphs under Limitations added
  - Tracking of expenses, etc., do we do that? Yes, we do currently
  - In line with Lone Star Governance and the asking of reports by Board Members
  - Information gathered vs. a "report"
  - This committee recommends taking to the Board for a first reading
- BBF (LOCAL) - Board Members, Ethics
  - Add this document to a Board Handbook? Yes.
  - This committee recommends taking to the Board for a first reading
- BP (LOCAL) - Administrative Regulations
  - Review and no changes recommended
  - This committee recommends taking to the Board for a first reading




# FORT WORTH ISD MISSION:

PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

## B. Other

- BJCD (LOCAL) - Superintendent, Evaluation
  - Grand Prairie ISD had similar language
  - Currently we have ambiguity in the language in our Policy, therefore, Grand Prairie's example is stronger and we recommend using it
  - Delete "end of the school year", the language is already in the contract
  - Combine two paragraphs (written evaluation) from our current policy
  - Align with Lone Star Governance (student outcome goals, etc.)
  - Contract language/Evaluation/Policy/Lone Star Governance - meet with Ramona to review and this committee can come back for another review
  
- BQ (LOCAL) - Planning and Decision-making Process
  - No action to be taken unless you would like additions, etc.; this policy was updated in July 2016 as part of TASB update # 105
  
- BQA (LOCAL) - Planning and Decision-making, District Level
  - This policy explains the District Advisory Committee (DAC)
  - Our current policy is significantly longer than other districts; one recommendation would be a DAC handbook, manual, etc. Or make new by-laws with staggered representations.
  - Feedback for the DAC - could we appoint our DAC members after we adopt the budget so members aren't replaced before budget is complete and is aligned with fiscal calendar?
  - What is real purpose of the DAC? Look at budget, professional development, etc.; an "advisory" committee; this year they have received updates on Smarter School Spending, as well as other areas, and have given feedback. They also were the District of Innovation (DOI) committee and gave feedback on the 2017-2018 calendar.
  - We will table as is and as soon as we have a handbook/manual/by-laws, we will come back for another review

Meeting adjourned at 5:22 p.m.

Signed:  Date: 6/13/17  
Ashley Paz, Chair

/clm

**CONSENT AGENDA ITEM  
BOARD MEETING  
JUNE 27, 2017**

**TOPIC: APPROVE THE MINUTES FOR THE MARCH 6, 2017, MARCH 27, 2017, APRIL 24, 2017 AND MAY 8, 2017 RACIAL EQUITY COMMITTEE MEETINGS**

**BACKGROUND:**

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

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Minutes for March 6, 2017, March 27, 2017, April 24, 2017, and May 8, 2017 Racial Equity Committee meetings.
2. Decline to Approve the Minutes for March 6, 2017, March 27, 2017, April 24, 2017, and May 8, 2017 Racial Equity Committee meetings
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Minutes for March 6, 2017, March 27, 2017, April 24, 2017, and May 8, 2017 Racial Equity Committee meetings

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

None

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Departments and Campuses in FWISD

**RATIONALE:**

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

**INFORMATION SOURCE:**

Racial Equity Committee



**FORT WORTH ISD MISSION:**  
 PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

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

**Monday, March 6, 2017 at 4:00 p.m.**

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

**Committee Members Present:**

Breed, Sherry	Johnson, Steven	Muñoz, Dr. Robert
Clark, Rickie	Jones, Trevone	Paz, Ashley
Grover, Barbara	Krochmal, Max	Ramos, Jr., Jacinto
Griffith, Barbara	Mattingly, Cissy	Rincón, Cynthia
Hodges, Charles	Moss, Christene	Robbins, Norman

**Committee Members Absent:**

Alphonse, Jimmy	Johnson, Isiah	Phillips, Quinton
Brigance, Kevin	Jones, Cara	Poullard, Eric
Cabello, Dianna	Lindsey, Devon	Rogers, Andrea
Gonzalez, Pedro	Miles, Nigel	Scribner, Dr. Kent P
Gravelle, Elizabeth	Monge, Sammy	Walker, Carlos
Hickman, Dr. Olga	Moore, Jerry	Young, Patricia
Ibarra, Jesus	Morales, Hugo	

**Guests/Visitors**

Dean, Tyler	Lee, Yassmin	Perry, Anita
Grant, Carrie	Martinez, Tony	Raymond, Brenda
Harris, Arthur	Meng, Sharon	

Christene Moss called the meeting to order at 4:00 p.m.

**CALL TO ORDER**

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



## FORT WORTH ISD MISSION:

PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

### DISCUSSION ITEMS:

#### 1. Racial Equity Committee Action Team #4 Update

*All students complete post-secondary education or training.*

**Action Team Lead: Dr. Sharon Meng and Dr. Anita Perry**

Priority: Provide increased support for college financial aid, scholarships, and application processes.

- Team Members: Arthur Harris, Brenda Raymond, Tony Martinez, Anita Perry, Carrie Grant, Tyler Dean, Sharon Meng
- Primarily focusing on 3 Areas:
  - Promote GO Centers
    - Holding Open House events: in fall school staff, and in spring for parents;
    - More info available on the website:  
<https://www.facebook.com/fwisdgocenters/>
  - Increase college applications, financial aid, and scholarships,
    - Academic Advising tracks FAFSA completions, Scholarship offers, as well as college applications through the ApplyTexas application portal.
    - Strategies to assist students include starting early, tracking progress, and following up with students and parents. Also, share success stories
    - At this time, there are 3 times as many completed FAFSA applications compared to last year, and nearly \$26m in scholarship offers received by FWISD seniors.
  - Implementation of Career Cruising program
    - Program is intended for students starting in Kindergarten through 12th grade.
    - Helps students and parents explore career development and college planning

#### 2. Overview of the Racial Equity Training that FWISD staff will begin.

Mrs. Breed shared the tentative timeline for the first year of Districtwide Equity Training.

- The first Beyond Diversity sessions are scheduled for March 9-10, and May 24-25.
- The District Leadership, Special Ed, and Bilingual training components will begin in April.

#### 3. Discuss the interest of community advocacy groups presenting on equity matters - will address at next meeting.



**FORT WORTH ISD MISSION:**  
PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**4. Items for next meeting: Monday, March 27, 2017:**

- Action Team Update, Goal 5: *All students successfully enter the workforce.*

**Other agenda items for future meetings:**

- New Leadership Academies (access & impact)
- Programs of Choice (access & impact)
- High stakes testing

**ADJOURN**

Meeting adjourned at 5:20 p.m.

Signed: Christene Moss

Date: 4/24/17

Christene Moss, Chair

/clm; bg





**FORT WORTH ISD MISSION:**  
 PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

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

**Meeting Minutes**

**Monday, March 27, 2017 at 4:00 p.m.**

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

**Committee Members Present:**

Alphonse, Jimmy	Hickman, Dr. Olga	Robbins, Norman
Breed, Sherry	Hodges, Charles	Walker, Carlos
Grover, Barbara	Johnson, Steven	Young, Patricia
Griffith, Barbara		

**Committee Members Absent:**

Brigance, Kevin	Krochmal, Max	Paz, Ashley
Cabello, Dianna	Lindsey, Devon	Phillips, Quinton
Clark, Rickie	Mattingly, Cissy	Poullard, Eric
Gonzalez, Pedro	Miles, Nigel	Ramos, Jr., Jacinto
Gravelle, Elizabeth	Monge, Sammy	Rincón, Cynthia
Ibarra, Jesus	Moore, Jerry	Rogers, Andrea
Johnson, Isiah	Morales, Hugo	Scribner, Dr. Kent P
Jones, Cara	Moss, Christene	
Jones, Trevon	Muñoz, Dr. Robert	

**Guests/Visitors**

El, Robert	Hawkins, Diane	Spears, Ed
Hamilton, Melinda	Lee, Yassmin	

Mr. Robbins called the meeting to order at 4:05 p.m.

**CALL TO ORDER**

- Approval of minutes from prior meeting



## FORT WORTH ISD MISSION:

PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

### DISCUSSION ITEMS:

**1. REC Action Team #5 Update: *All students successfully enter the workforce.***

Action Team Lead: Ed Spears, Director, Adult Education

Mr. Spears provided a list of Team members that includes members from multiple areas, including FWISD staff, community, and government entities.

#### Priorities:

- *Increase mentorship, job training, and apprenticeship opportunities*
  - *Increase opportunities for students to understand the process for applying, interviewing and accepting an employment position.*
- 
- Many students don't know what career options are available to them outside of the normal and predictable job opportunities.
  - We recognize that not all students are going to college, but they can gain skills and learn a trade or career path to prepare for employment after high school.
  - There currently are no apprenticeship programs in FWISD. (the current Gold Seal programs are similar; however, they are not generally recognized as apprenticeships in the workforce/industries. The main difference is where the experience happens – apprenticeships are on-site.
  - The Action Team is working to develop pre-apprenticeship programs that can be attended after school where students can try different careers.
  - May be able to model some of the CLC practices in developing apprentice programs
  - There are existing state programs that already have established curriculum and expectations. We can use these to develop programs in FWISD.
  - The Action Team is reviewing the local Fort Worth job market to identify current and projected job growth areas.
  - Working to build the Dunbar Community School project where there is equipment that students may be able to use.
  - The Action Team has been working with the TCC Opportunity Center and hope to have an MOU to provide apprenticeships coordinated with potential employers.
  - Mr. Spears/Adult Ed/Action Team 5 are working on a career day/career fair for students and families to bring representatives from multiple 'real' career fields to talk about what skills they have that can be built upon and taken into a particular career. Mr. Spears will reach out to the Counseling department to find out when career days are planned and try to get other trades and career opportunities included.



## FORT WORTH ISD MISSION:

PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

- Getting parents involved can ensure greater success in getting and keeping students engaged.
- When students see their parents and extended family supporting them and getting more education themselves, then students tend to be more successful.
- There is also the Career Cruising program (discussed at the March 6<sup>th</sup> meeting) that is a tool for students and families to use to explore careers and what is needed to achieve them.

### 2. Update on the Racial Equity Training/Beyond Diversity held on March 9-10.

- The inaugural session of “Beyond Diversity” equity training was very well received.
- Participation included FWISD staff from many departments, including Special Education, Curriculum Student Support Services, and others.
- People left wanting to do more to keep the momentum going.
- The next session will be at the end of May.

### 3. Discuss the interest of community advocacy groups presenting on equity matters

- Mrs. Breed has been approached by individuals from outside organizations about coming to meet and present to the Equity Committee.
- Mrs. Breed will be the point of contact for these requests to ensure their focus furthers the goals of the committee and the district.
- They may be encouraged to be part of one of the Action Teams to help to support their priorities.

### 4. Items for next meeting: Monday, April 24, 2017

- Action Team Update –  
*Goal 6 - All students learn in an environment that has reduced crime and violence and when mistakes are made, students are provided a second chance.*
- Update from Mrs. Moss, Mr. Ramos & Mr. Clark re: presentation conducted in Denver, CO

## ADJOURN

Meeting adjourned at 5:14 p.m.

Signed: Christene Moss Date: 4/24/17  
Christene Moss, Chair

/bg



**FORT WORTH ISD MISSION:**  
 PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

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

**Monday, April 24, 2017 at 4:00 p.m.**

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

**Committee Members Present:**

Breed, Sherry	Jones, Cara	Moss, Christene
Clark, Rickie	Jones, Trevon	Phillips, Quinton
Grover, Barbara	Krochmal, Max	Ramos, Jr., Jacinto
Griffith, Barbara	Mattingly, Cissy	Robbins, Norman
Hodges, Charles	Monge, Sammy	Scribner, Dr. Kent P
Johnson, Steven	Moore, Jerry	Walker, Carlos

**Committee Members Absent:**

Alphonse, Jimmy	Ibarra, Jesus	Paz, Ashley
Brigance, Kevin	Johnson, Isiah	Poullard, Eric
Cabello, Dianna	Lindsey, Devon	Rincón, Cynthia
Gonzalez, Pedro	Miles, Nigel	Rogers, Andrea
Gravelle, Elizabeth	Morales, Hugo	Young, Patricia
Hickman, Dr. Olga	Muñoz, Dr. Robert	

**Guests/Visitors**

Cope, John	Mayer, Cliff	Ybarra, Cindy
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Christene Moss called the meeting to order at 4:00 p.m.

**CALL TO ORDER**

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

**DISCUSSION ITEMS:**



## FORT WORTH ISD MISSION: PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

### 1. FWISD Leadership Academies - Presentation by Dr. Scribner

- Dr. Scribner first presented background information about the district and the Fort Worth community. Stating that the district includes two communities - our internal community (teachers, staff, administration, etc.) and our external community (parents, faith-based, community stakeholders), both are equally important and influential.
- We have a powerful Mission Statement - Preparing **ALL** students for success in college, career, and community leadership. Which places our focus on our students – the only reason we're here is to improve student outcomes; early literacy, middle school math, and success in college, career, and community leadership.
- FWISD has many positive things taking place, such as the Dunbar Aviation Program, Project Lead the Way, YWLA Blue Ribbon School, Scholarships, My Brother's Keeper, Grad Nation, JROTC, and the Choices Expo.
- The 5 new Leadership Academies are schools that were identified as IR for 3 or more years. They are: Mitchell Boulevard ES, John T White, ES, Como ES, Maude Logan ES, and Forest Oak MS. These campuses will focus on 5 components:
  - Effective principals, teachers, and staff
  - Instructional excellence
  - Extended learning
  - Social-emotional support
  - Parent and community partnerships
- In order to achieve this the District will:
  - Identify the very best FWISD teachers and principals and ask them to join the team;
  - Incentivize their investment in the future of students and schools; and,
  - Align resources to support work toward student outcomes (The Rainwater Foundation is providing financial support to fund after school enrichment activities)
  - Create stronger relationships with parents by developing a more welcoming culture; an appreciation by administrators and teachers of students; provide guidance and resources for how parents can best support their child.
- Dr. Scribner's presentation was followed by several comments and questions from the committee.
  - There was strong agreement about the need to listen to our students and families, and that all FWISD buildings should be welcoming to our community.
  - Additional Professional Learning about Customer Service may be needed to support this.
  - What will be done differently in the classroom during the school day? A new learning framework has been developed out of our new facility master plan process. The five schools will pilot the new learning framework which uses some of the Understanding by Design model. The four main components are problem solving / communication / collaboration / time to reflect and grow.
  - Mobility rates are always a concern, how will that be addressed at these campuses? Some of this cannot be controlled; however, if we have a high quality school, families will want to stay.



**FORT WORTH ISD MISSION:**  
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COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

- Will these become “magnet” schools, will there be an enrollment cap? These schools will continue to be neighborhood schools. Transfers would be allowed only if space allows.

**2. Update from Mrs. Moss, Mr. Ramos, and Mr. Clark regarding presentation conducted in Denver, CO.**

- Mr. Ramos presented at the NSBA Annual Conference in Denver, Co in March. He invited Mr. Rickie Clark to join him and share his experience as a mentor with the My Brother’s Keeper program. The title of the presentation was, “Racial Identity and Consciousness as an Educational Leader”. Mr. Ramos talked about the need to have a dialogue about race; dismantling the social construct of race is needed; and what is racial exhaustion and what it does. Mr. Clark shared insights about mentoring young men of color and MBK. At the end they were overwhelmed with questions about our district and the process of passing a racial equity policy, and how such a policy impacts and challenges our students. It resonated with other districts wanting to have these same conversations.
- Mr. Clark also shared that they are currently gathering donations from the community to fund suits for the MBK seniors who are going to college. These young men will also be guests of the Black Chamber of Commerce on June 2nd and be recognized by the keynote speaker, Magic Johnson, on June 2nd. The former NBA star is on the Board of MBK.

**3. Article: “This former Philadelphia cop had an incredibly simple plan to keep kids out of prison. Don’t arrest them.”** *(not discussed today)*

**4. Discuss go-forward plans for the Racial Equity Committee.** *(not discussed today)*

**5. Discuss next meeting date (Monday, May 1, 2017).** *(not discussed today)*

**Agenda Items for Next Meeting:**

- Action Team Update, Goal 6: *All students learn in an environment that has reduced crime and violence and when mistakes are made, students are provided a second chance.*
- Article: “Closing the Discipline Gap”

**ADJOURN**

Meeting adjourned at 5:23 p.m.

Signed: Christene Moss Date: 5/8/17  
Christene Moss, Chair

/clm; bg



**FORT WORTH ISD MISSION:**  
 PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

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

**Meeting Minutes**

**Monday, May 8, 2017 at 4:00 p.m.**

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

**Committee Members Present:**

Alphonse, Jimmy	Hickman, Dr. Olga	Moss, Christene
Breed, Sherry	Hodges, Charles	Phillips, Quinton
Clark, Rickie	Johnson, Steven	Robbins, Norman
Grover, Barbara	Krochmal, Max	Walker, Carlos
Griffith, Barbara	Moore, Jerry	Young, Patricia

**Committee Members Absent:**

Brigance, Kevin	Jones, Trevon	Paz, Ashley
Cabello, Dianna	Lindsey, Devon	Poullard, Eric
Gonzalez, Pedro	Mattingly, Cissy	Ramos, Jr., Jacinto
Gravelle, Elizabeth	Miles, Nigel	Rincón, Cynthia
Ibarra, Jesus	Monge, Sammy	Rogers, Andrea
Johnson, Isiah	Morales, Hugo	Scribner, Dr. Kent P
Jones, Cara	Muñoz, Dr. Robert	

**Guests/Visitors**

Cavazos, Art	Hall, Mia	Steinert, Michael
Elgin, Leonard	Muhammed, Johnny	Townsend, Rian
Everest, Kathryn	Ray, Bill	Warren, Vickie

Christene Moss called the meeting to order at 4:02 p.m.

## Recognitions:

Mrs. Breed recognized Hugo Morales, a Senior at Arlington Heights HS and MBK Leader. Hugo received a Gold Seal award for his photograph presented at the VASE competition in San Antonio. Only 150 Gold Seal awards were granted out of 35,000 works of art.



## DISCUSSION ITEMS:

### 1. Action Team Update – Goal 6 - *All students learn in an environment that has reduced crime and violence and when mistakes are made, students are provided a second chance.*

Michael Steinert, Asst Superintendent, Student Support Services provide an update on the work that Action Team #6 had complete to-date:

Priority 1: Develop opportunities to build broader relationships between FWISD School Resource Officers (SRO) and students. Engage SRO's in pro-social school activities beyond law enforcement. Involve SRO's in restorative conferencing.

- The current contract with FWPD will end on June 30. Before renewing the contract, specific language around positive education about interactions between police and students will be added.
  - As part of this discussion, a pilot program was established in 2 high schools (Northside & Dunbar) – this pilot provided education about interacting with police and also the legal ramifications of drug/alcohol offenses, cybercrime, and social media. This pilot was implemented at the secondary level.
  - The plan is to work with campus administration, SROs, Counselors and FWPD to take this district-wide during the next school year.

Priority #2: Partner with juvenile justice systems to provide alternative, restorative options for FWISD youth at risk of adjudication.

- 80-100 students go to SOS (Secondary Opportunities for Success) programs each year.
- Similar to the agreement with FWPD, discussions are underway to review the language in our existing agreement with Tarrant County so that it includes diversionary, restorative options for FWISD students facing alternative placement or adjudication.
  - Juvenile Probation: Community service discussed but challenges exist with placement options, supervision, and limited impact only on adjudicated youth
  - Teen Court provides an avenue for referrals. This is pending the assignment of a new judge, but the plan is to begin referring in Fall 2018. Judge's decision may result in:
    - 10-20 hours of community service over 30 days (assigned by the court, documentation required to avoid placement, parent must transport)
    - 2 sessions of 'mock' teen court where they serve as a juror (Concern: court location is now at the SE Fort Worth)
    - Students who meet the Teen Court requirements would avoid 30 day DAEP placements.

Mr. Steinert shared additional information regarding PK-2 referrals and suspensions.

- Comparison of Teacher Referral data in 2015-16 to 2016-17 overall showed no improvement in referrals or disproportionality, with African American students in the lowest grade levels having the highest percentage (61-62%) each year.



- Suspensions were also highest among African American PK-2 students (59%)
- Offenses, misbehavior, may include profanity, disruptive behavior, not following directions, etc.
- Currently there are no formal alternatives to suspension for PK-2; however, FWISD is working to develop alternatives.
- The Restorative Practices Pilot campuses are showing good results. Suspensions have been reduced by approximately 50% at each campus (Beal, Como, White). Discussions with the principals and teachers at these campuses shared these thoughts
  - The ‘Conversations before consequences’ approach works. Many children don’t know ‘why’ they misbehave. Understanding the ‘why’ behind their actions helps them change future behavior.
  - The campus administrative team is more purposeful and intentional about understanding and addressing behavior. They are responsible for helping kids understand better options.
  - By providing restorative alternatives to OSS (after school time, journaling, circling), students are not missing as much instructional time and are learning how to respond more appropriately.
  - By having more sincere conversations with kids and parents they are building stronger relationships, which has a positive impact on behavior
- In Fall 2017 the district will launch “First 5” at every elementary campus:
  - **Core Belief:** Relationships are the foundation of a healthy classroom community. We must connect with our students and build that sense of community before we can develop a productive instructional partnership.
  - **Action Plan:** Provide teachers with key activities and protected time to spend the ‘First 5’ days of school focused on connecting with students and establishing norms for their classroom community *before* beginning core instruction.
  - **Core Lessons:**
    - **Day 1 – ‘Ice Breakers’ & ‘Classroom Procedures’** - building familiarity in the classroom community
    - **Day 2 - ‘Classroom Respect Agreement’** activity
    - **Day 3 – Activities that build ‘Emotional Expression’ and ‘Communication’**
    - **Day 4 – ‘Self Regulation’** activity and building a ‘Calming Space’ in the classroom
    - **Day 5 – ‘Community Building’** activities to reinforce the foundation

The Classroom Respect Agreement is revisited whenever someone steps out of bounds (students OR teachers)

Mr. Steinert’s team is starting to work on a similar program for secondary level campuses.

To quote an elementary principal: *“Behavior is something we have to teach, just like academics”*  
 After the presentation, Equity Committee members emphasized the need to address these issues ASAP; however, Mr. Steinert shared that the cost to take these programs to scale (district-wide) is prohibitive for his department. Committee members stated that if funding is needed, then it should be brought to the next Budget session and discussed, with the intention of allocating the necessary funds.

**2. Article: "Closing the Discipline Gap" – (not discussed today)**

**3. Discuss highlights from the COSEBOC (Coalition of Schools Educating Boys of Color) Annual Gathering**

Mrs. Breed, Mrs. Moss, and Mr. Clark all shared information about the conference that they attended in Austin. Some highlights were:

The Keynote speaker was Dr. G. Reyes (Stanford University) discussed "Disruptive Equity Practices". He asked conference attendees to consider why they were attending the conference and what they planned to do as a result of the experience.

- The Mirror vs. The Window: we need to do more looking in the mirror and determining how we could support our young men, and not just looking out the window and discussing what needed to be accomplished to support them.
- Breakout sessions provided ideas to bring back to FWISD.
  - Conduct Equity Rounds
    - Visit campuses to observe and identify practices in classrooms that may be inequitable
  - Barbershop and Books program
    - This is already happening in a few barbershops in the city, but could be expanded.
    - Several members of the committee stated that they would like to coordinate this effort.

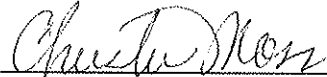
**4. Discuss go-forward plans for the Racial Equity Committee**

- The committee will continue to meet twice a month (no meetings in July)
- Action Team updates should continue.
- We need to find out the date/time/locations of the Action Team meetings and share them with the committee so they can attend.
- The committee needs to identify 2-3 things to focus on and accomplish more quickly.
- Possible future Topics/Presenters:
  - Dr. Diane Daley from Cooks Children's Hospital re: the impact of trauma on the brain.
  - People from other districts who are working on Equity
  - The role of Police in Schools
  - Middle School Truancy issues

**5. Agenda items for next meeting (Monday, June 5, 2017)**

**ADJOURN**

Meeting adjourned at 5:36 p.m.

Signed:  Date: 6/5/17  
Christene Moss, Chair

/bg

**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE FWISD BOARD COMMITTEES FOR THE 2017-2018 SCHOOL YEAR**

**BACKGROUND:**

School board committees can divide the labor of governing into manageable categories, enabling board members to delve into governing matters in greater detail than is possible at the full board level. As such, board members are better prepared for full board meetings. This ultimately improves the quality of board decision making. In-depth committee work builds governing expertise among board members, while also strengthening their sense of ownership and commitment. Board decisions that are supported by detailed standing committee work are firmer because of the ownership that is built at the committee level (Page 2, draft FWISD Board Committee Reference Guide).

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve FWISD Board Committees for the 2017-2018 school year.
2. Decline to Approve FWISD Board Committees for the 2017-2018 school year.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

FWISD Board decision.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

## **PURCHASING MECHANISM**

Not a purchase

### ***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

FWISD Board of Trustees

### **RATIONALE:**

From Board Policy BDB (LOCAL): “The Board, meeting in a study session, shall review matters pending before special or standing committees that pertain to the business and educational policies of the District. The Board President shall appoint members to special committees created by the Board to fulfill specific assignments, unless otherwise provided by Board action. These committees may include District personnel and citizens. The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. Special and standing committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or vote of the Board.”

Approving the FWISD Board Committees for the 2017-2018 school year will achieve the above board policy.

### **INFORMATION SOURCE:**

Tobi Jackson, School Board President

## FWISD Board Committees

	Anael Luebanos	Tobi Jackson	Christene Moss	Judy Needham	Ashley Paz	Jacinto Ramos	Norman Robbins	T.A. Sims	Ann Sutherland	Sum of Committee's Members
Audit	x *6.13.17 2 years			x *6.13.17 1 year	x Expires 9.2017		C *6.13.17 2 years			4
Athletics		x					x	C		3
Racial Equity			C		x	x	x			4
Facilities	x			x		C		x		4
Oil & Gas		C			x	x				3
Board Policy			x		C			x	x	4
Finance / Bond	x		x	CB					CF	4
Assignments per Board Member	3	2	3	3	4	3	3	3	2	

252

\*Date of Official Board Appointment

C=Chair

CB=Chair of Bond

CF=Chair of Finance

x=Member of Committee

MBK is included in Racial Equity with the same members: Jacinto Ramos, Ashley Paz, and Christene Moss, who are all members of the Racial Equity Committee.

\*Audit Committee must be voted upon by the FWISD Board of Trustees.



# FWISD Board Committee Reference Guide

2017-2018 School Year

**FORT WORTH ISD MISSION:**

PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

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## What Is the Purpose of School Board Committee Work?

School board committees can divide the labor of governing into manageable categories, enabling board members to delve into governing matters in greater detail than is possible at the full board level. As such, board members are better prepared for full board meetings. This ultimately improves the quality of board decision making. In-depth committee work builds governing expertise among board members, while also strengthening their sense of ownership and commitment. Board decisions that are supported by detailed standing committee work are firmer because of the ownership that is built at the committee level.

### List of Current Board Committees

- Audit Committee
- Athletics Committee
- Racial Equity Committee
- Facilities Committee
- Oil and Gas Committee
- Board Policy Committee
- Finance/Bond Committee
- Citizens' Oversight Committee
- After School Coordinating Board Committee





# Audit Committee

## Committee Description

The Audit Committee assists in the planning and completion of the District's financial audits, including the review of audit findings. The Audit Committee prepares recommended plans for whole Board action. The purpose of the Audit Committee is to assist the Board in fulfilling its oversight responsibilities for the financial reporting process, the system of internal control, the audit process, and the District's process for monitoring compliance with laws and regulations and the code of conduct.

## By-laws

The Audit Committee does not currently have adopted by-laws.

## Committee Membership

The Audit Committee is comprised of four members of the Board. The following are current committee members:

- Norman Robbins, Chair
- Ashley Paz
- Judy Needham
- Anael Luebanos

## Manner of Appointment

Members of the Audit Committee are nominated and voted on by the School Board.

## Term Length and Limit

The term of office for an Audit Committee member shall be two years in length. Members' terms shall be staggered to minimize the impact of the member turnover. Initially, one member shall be selected for a one-year term and two members shall be selected for a two-year term. The Board President shall establish the initial terms of office for members.

## Athletics Committee

### Committee Description

The Athletics Committee reviews policies and procedures governing the District athletic program and makes recommendations to the whole Board for changes, deletions, or additions to athletic programs and/or staff. Meets with coaches, student athletes, and Parent Booster Clubs as needed to seek input on athletic matters.

### By-laws

The Athletics Committee does not currently have adopted by-laws.

### Committee Membership

The Athletics Committee is comprised of three members of the Board. The following are current committee members:

- T. A. Sims, Chair
- Tobi Jackson
- Norman Robbins

### Manner of Appointment

Members of the Athletics Committee are appointed by the School Board President.

### Term Length and Limit

The term of office for an Athletics Committee member shall be one year in length. A Board member is eligible to serve three consecutive terms.

## Racial Equity Committee

### Committee Description

In February 2016, The Fort Worth Independent School District Board of Trustees approved the creation of the Racial Equity Committee. The purpose of the committee is to recommend priorities for addressing concerns regarding equity, and to review progress toward agreed upon targets. After review of district data, the Racial Equity Committee began work to develop a Racial and Ethnic Equity Policy for district employees to use as a guide as they work to achieve our district's mission of preparing all students for success in college, career and community leadership. The Racial and Ethnic Equity Policy was approved by the Board on February 28, 2017.

### By-laws

The Racial Equity Committee does not currently have adopted by-laws.

### Committee Membership

The Racial Equity Committee is comprised of four members of the Board. The following are current committee members:

- Christene Moss, Chair
- Ashley Paz
- Jacinto Ramos, Jr.
- Norman Robbins

The Racial Equity Committee is also comprised of Central Office staff, Campus Staff, and Community members.

### Manner of Appointment

Members of the Racial Equity Committee are appointed by the School Board President.

### Term Length and Limit

The term of office for a Racial Equity Committee member shall be one year in length. A Board member is eligible to serve three consecutive terms.

# Facilities Planning Committee

## Committee Description

The Facilities Planning Committee monitors the growth of the District and assists in the facilities master planning process. This committee acts as a liaison to the local municipalities for matters related to school district growth and building projects.

## By-laws

The Facilities Planning Committee does not currently have adopted by-laws.

## Committee Membership

The Facilities Planning Committee is comprised of four members of the Board. The following are current committee members:

- Jacinto Ramos, Jr., Chair
- Anael Luebanos
- Judy Needham
- T. A. Sims

## Manner of Appointment

Members of the Facilities Planning Committee are appointed by the School Board President.

## Term Length and Limit

The term of office for a Facilities Planning Committee member shall be one year in length. A Board member is eligible to serve three consecutive terms.

# Oil and Gas Committee

## Committee Description

The Oil and Gas Committee monitors the aspects of the oil and gas industry as it relates to the school district and acts as a liaison to the local municipalities for matters related to school district monies and projects. As part of Board Policy BDAA (LEGAL), a school board body may execute an oil and/or gas lease or sell, exchange, and convey the minerals in land belonging to the District, approved by resolution of the Board [Education Code 11.153].

## By-laws

The Oil and Gas Committee does not currently have adopted by-laws.

## Committee Membership

The Oil and Gas Committee is comprised of three members of the Board. The following are current committee members:

- Tobi Jackson, Chair
- Ashley Paz
- Jacinto Ramos, Jr.

## Manner of Appointment

Members of the Oil and Gas Committee are appointed by the School Board President.

## Term Length and Limit

The term of office for an Oil and Gas Committee member shall be one year in length. A Board member is eligible to serve three consecutive terms.

# Board Policy Committee

## Committee Description

The Board Policy Committee reviews district policies. The Board Policy Committee recommends changes to current policies, addition of new policies, and deletion of outdated policies based on changes in the law and recommendations from the Texas Association of School Boards (TASB).

## By-laws

The Board Policy Committee does not currently have adopted by-laws.

## Committee Membership

The Board Policy Committee is comprised of four members of the Board. The following are current committee members:

- Ashley Paz, Chair
- Christene Moss
- Ann Sutherland
- T. A. Sims

## Manner of Appointment

Members of the Board Policy Committee are appointed by the School Board President.

## Term Length and Limit

The term of office for a Board Policy Committee member shall be one year in length. A Board member is eligible to serve three consecutive terms.

# Finance and Bond Committee

## Committee Description

The Finance and Bond Committee reviews and monitors issues related to the school district budget. The Finance and Bond Committee recommends adjustments and modification to the school district's budget, and recommends cost effective and efficient projects and initiatives for full school board consideration. The Finance and Bond Committee will review budget and other proposals prior to their presentation to the full board.

## By-laws

The Finance and Bond Committee does not currently have adopted by-laws.

## Committee Membership

The Finance and Bond Committee is comprised of four members of the Board. The following are current committee members:

- Judy Needham, Chair of Bond
- Ann Sutherland, Chair of Finance
- Anael Luebanos
- Christene Moss

## Manner of Appointment

Members of the Finance and Bond Committee are appointed by the School Board President.

## Term Length and Limit

The term of office for the Finance and Bond Committee member shall be one year in length. A Board member is eligible to serve three consecutive terms.

# Citizens' Oversight Committee

## Committee Description

The Citizens' Oversight Committee (COC) was formed on December 17, 2013. The purpose of this committee is to assist the District in maintaining accountability and integrity of the Capital Improvement Program that was approved by voters November 5, 2013. The COC will be responsible for providing quarterly reports to the Board with its recommendations regarding such issues as program management, compliance with policies and procedures, use of historically underutilized businesses, environmental stewardship, and stakeholder satisfaction.

## By-laws

Please see the Appendix A and/or [this link](#) for the Guiding Principles.

## Committee Membership

The COC is composed of fifteen (15) members. Please see the Appendix A and/or [this link](#) for the list of current members in the COC.

## Manner of Appointment

Members of the Citizens' Oversight Committee are recommended by the School Board and the Superintendent. Nominees have expertise in areas such as architecture and engineering, construction, financial management, land development, public agencies coordination, labor and construction law, work force and economic development, or parent leadership.

## Term Length and Limit

Members of the COC will serve either a two-year or three-year term, with approved members drawing lots for one of the two terms. The COC Chairperson will be elected by members at the first meeting.



## After School Coordinating Board Committee

### Committee Description

The After School Coordinating Board shall oversee the implementation and operation of the After School Program. The roles and responsibilities of the After School Coordinating Board Committee members are to approve program scope, goals, and objectives; to approve site-selection; to approve service providers; to approve allocations to sites and programs; to select sites, based on selection criteria; to evaluate reported results from campus programs; to evaluate funding needs; to foster positive community relations; and to recommend future direction and program standards.

### By-laws

Please see Appendix B for Policies and Procedures for the After School Coordinating Board Committee.

### Committee Membership

The Coordinating Board shall consist of thirteen positions. Please see Appendix B for the list of committee positions. The Coordinating Board Co-Chairs are Michael Steinert and Valerie Washington. The Coordinating Board Members are Kevin Greene, Randy Turner, Betty Harvey, Ken Shetter, Richard Zavala, Raul Perez, Joel Fitzgerald, Karen Molinar, Lisa Witkowski, Marilyn Jones, Chris Dennis,

### Manner of Appointment

Community members will be selected by the Coordinating Board.

### Term Length and Limit

Members of the Coordinating Board shall serve no more than two terms of three years each; however, positions with asterisks (\*) are permanent board members and will not be affected by the term limit rule (please see Appendix B).

## Board Member Assignments

### Jacinto Ramos, Jr., District 1

*Mr. Ramos serves on three committees, Chairing 1:*

- Facilities Committee, Chair
- Racial Equity Committee
- Oil and Gas Committee

### Tobi Jackson, District 2, Board President

*Mrs. Jackson serves on two committees, Chairing 1:*

- Oil and Gas Committee, Chair
- Athletics Committee

### Christene C. Moss, District 3, Second Vice-President

*Mrs. Moss serves on three committees, Chairing 1:*

- Racial Equity Committee, Chair
- Board Policy Committee
- Finance and Bond Committee

### T. A. Sims, District 4

*Dr. Sims serves on three committees, Chairing 1:*

- Athletics Committee, Chair
- Facilities Committee
- Board Policy Committee

### Judy Needham, District 5

*Mrs. Needham serves on three committees, Chairing 1:*

- Finance and Bond Committee, Chair of Bond
- Facilities Committee
- Audit Committee

### Ann Sutherland, District 6, First Vice-President

*Dr. Sutherland serves on two committees, Chairing 1:*

- Finance and Bond Committee, Chair of Finance
- Board Policy Committee

### Norman Robbins, District 7

*Mr. Robbins serves on three committees, Chairing 1:*

- Audit Committee, Chair
- Racial Equity Committee
- Athletics Committee

### Anael Luebanos, District 8, Board Secretary

*Mr. Luebanos currently serves on three committees:*

- Audit Committee
- Facilities Committee
- Finance and Bond Committee

### Ashley Paz, District 9

*Mrs. Paz serves on four committees, Chairing 1:*

- Board Policy Committee, Chair
- Racial Equity Committee
- Oil and Gas Committee
- Audit Committee

# Appendix A

## Citizens' Oversight Committee Guiding Principles

### Fort Worth Independent School District 2013 Capital Improvement Program Citizens Oversight Committee

#### Executive Summary

On December 17, 2013, the Board of Education approved the establishment of a Citizens' Oversight Committee (COC), as well as adopted the Guiding Principles for the committee. The purpose is to assist the District in maintaining accountability and integrity of the 2013 Capital Improvement Program that was approved by voters on November 5, 2013. The COC is composed of fifteen (15) members, recommended by the Superintendent and approved by the Board, with expertise in areas such as construction, financial management, land development, public agencies coordination, or parent leadership. COC members were instated at various board sessions from January 14, 2014 to February 25, 2014. This version of the Citizens' Oversight Committee - Guiding Principles dated February 25, 2014 has been revised accordingly and constitutes its final version. The COC will be responsible for providing quarterly reports to the Board with its recommendations regarding such issues as program management, compliance with policies and procedures, use of historically underutilized businesses, environmental stewardship and stakeholder satisfaction. Members of the COC will serve either a two-year or three-year term, with members drawing lots for one of the two terms. The COC Chairperson will be elected by the members at the first meeting. The District appreciates the dedication, commitment and service of the COC members.

#### 2013 Citizens' Oversight Committee

COC Member	Referred By	Area of Expertise
Benda, Bob*	Fort Worth Chamber	Construction
Briscoe, Edward J.***	T. A. Sims	Business Community Leader
Brown, Jason D.*	Matthew Avila	Financial Management
Cauthen, Tammi*	Walter Dansby	Banking
Frank, Jennifer*	Ann Sutherland	Parent Leader
Hyry, Molly*	Judy Needham	Parent Leader
Manning, Isaac*	Walter Dansby	Land Development
Martinez, Rosalinda**	Jacinto Ramos	Community Leader PTA
McKinney, Tim*	Walter Dansby	Public Agency Coordinator
Morrison, Jonathan*	Christene Moss	Community Leader
Parmer, Travis Q.**	Ashley Paz	Marketing Consultant
Poole, Steven*	Walter Dansby	UEA Representative
Schroeder, Mike**	Norm Robbins	Construction
Villegas, Veronica**	Walter Dansby	Community Leader PTA
Williams, Bert**	Tobi Jackson	Community Leader

\* Effective as of January 14, 2014 \*\* Effective as of February 11, 2014 \*\*\* Effective as of February 25, 2014

## Mission

The COC's mission is to monitor the District's 2013 Capital Improvement Program (CIP) and advise the Superintendent and Board Members of any program issues.

## Functions

The charge of the COC includes:

- Review and evaluate on a quarterly basis the status of all projects and expenditures of bond funds based on the schedule of the 2013 CIP
- Confer with CIP staff about general levels of satisfaction with the work
- Report to the Superintendent and the Board on the 2013 CIP regarding topics that may include but are not limited to:
  - Overall finance, schedule and budget status;
  - Individual projects: scope, schedule, quality and budget;
  - Stakeholder satisfaction;
  - Program management and construction issues;
  - Environmental stewardship;
  - Historically Underutilized Businesses status;
  - General issues and risk assessment;
  - Communication strategies and methods;
  - Compliance with procedures articulated in Board Policy and District's Mission
- The Committee will provide a quarterly written report to the Superintendent and the Board of Education and attend formal presentations, if requested. The quarterly reports will be posted on the District web site.

## Composition

The COC is composed of fifteen (15) individuals who are recommended by the Superintendent and approved by the Board from existing community and professional organizations, such as PTA, District Advisory Committee, Facilities Advisory Committee, Audit Advisory Committee and Chambers of Commerce. Members will be selected to lend expertise in architecture and engineering, construction, financial management, land development, public agencies coordination, labor and construction law, work force and economic development. Members of the COC are volunteers and are appointed for two-year or three-year, staggered terms. To ensure the continuity of membership, initial members of the committee shall draw lots of seven (7) two-year terms and eight (8) three-year terms. The Chairperson will be elected by the COC members. Members of the committee shall not be employed or currently under contract with the Fort Worth ISD. In the event an individual develops a conflict of interest during the term of their office, he/she will excuse himself/herself from any and all decisions creating the conflict of interest.

## Meetings

Meetings are held in accordance with the Texas Open Meeting Act; the public is welcome and encouraged to attend. Meeting agendas are publicly posted as required by law and on the Fort Worth ISD Web site at <http://fwisd.org/cip>.

## SECTION 1 - COMMITTEE ESTABLISHED

The Fort Worth ISD (District) was successful at the election conducted in November 2013, to obtain authorization from the District's voters to issue up to \$489,860,000 in aggregate general

obligation bonds, pursuant to a greater than 72% approval rate. The District established the Citizens Oversight Committee (COC) in order to satisfy accountability requirements of its policy. The Board of Education of the Fort Worth ISD (Board) adopted the Citizens' Oversight Committee Guiding Principles setting forth the duties and rights of the COC.

## SECTION 2 - PURPOSE

The purpose of the COC is to monitor the District's 2013 Capital Improvement Program (CIP), advise the Superintendent and Board of any CIP issues, and carry forth the duties of the COC bylaws. Meetings shall be open to the public. The District shall provide necessary administrative support to the Committee. The proceeds of general obligation bonds issued pursuant to the election are hereinafter referred to as "CIP funds."

## SECTION 3 - DUTIES

In order to carry out its stated purpose, the COC shall perform the following duties:

### 3.1 Review Expenditures

The COC shall review quarterly expenditure reports produced by the District and Program Manager to ensure the Board and the Superintendent that (a) CIP funds are expended only for the purposes set forth in the ballot measure; (b) no CIP funds are used for any District employee compensation or any form of remuneration or other operating expenses; and that (c) CIP funds are maximized for the benefit of the District.

### 3.2 Quarterly and Annual Report

The COC will provide the Board, in public session, a copy of the minutes of the meeting(s) and findings of the Committee in a form to be provided by the District.

## SECTION 4 - AUTHORIZED ACTIVITIES

4.1 In order to perform the duties set forth in Section 3, the Committee may engage in the following authorized activities:

- a) Receive and review copies of the District's annual external financial audit report.
- b) Suggest improvements in the District's efforts to maximize CIP funds in ways designed to:
  - 1) Incorporate efficiencies in school design, procurement and construction;
  - 2) Encourage inter-agency coordination;
  - 3) Encourage participation by historically underutilized businesses;
  - 4) Monitor compliance with overall CIP schedules, quality and cost.

4.2 Make requests for copies of District records in writing to the District's CIP Office.

## SECTION 5 - MEMBERSHIP

5.1 Number

The COC is composed of fifteen (15) individuals who are recommended by the Superintendent and approved by the Board from existing community and professional organizations as described under Composition

## 5.2 Qualification Standards

- a) To be a qualified COC member, he or she must be at least 18 years of age and in good legal and ethical standing in the community.
- b) The COC may not include any employee of the District or any current vendor, contractor or consultant of the District.

## 5.3 Ethics and Conflicts of Interest

By accepting appointment to the COC, each member agrees to comply with the Committee Ethics Policy attached as Exhibit A to these bylaws.

## 5.4 Term

Except as otherwise provided herein, each member shall serve a term of two (2) years or three (3) years, beginning January 1, 2014. Ordinarily no member may serve more than two (2) consecutive terms. At the Committee's first meeting, members will draw lots to select seven (7) members for an initial two-year (2) year term and the remaining eight (8) members for an initial three (3) year term.

## 5.5 Removal: Vacancy

The Board may remove any COC member for cause, including failure to attend three (3) consecutive COC meetings, failure to comply with the COC Ethics Policy, or for being so disruptive as to render the Committee dysfunctional. Upon a member's removal, his or her seat shall be declared vacant. The Superintendent shall recommend a replacement member to the Board for approval.

## 5.6 Compensation

The COC members shall not be compensated for their services.

# SECTION 6 - MEETINGS OF THE COC

## 6.1 Regular Meetings

The COC shall establish a schedule for the date and time of regular meetings to be held at least quarterly to include an annual organizational meeting to be held in July.

## 6.2 Location

All meetings shall be held at noon unless otherwise publicized under the Texas Open Meetings Act.

## 6.3 Procedures

All meetings shall follow these bylaws, as indicated below, or amended from time to time by the Board as referenced in Section 10.

- a) All meetings must be held in accordance with the Texas Open Meeting Act.
- b) Meeting agendas, times and dates shall be posted on the Fort Worth ISD web site. c) Roberts Rules of Order must be followed.
- d) Minutes of the meetings shall be prepared by the District and submitted to the Board at an appropriate Board Meeting date within 30 days of each COC meeting.
- e) A majority of the number of members shall constitute a quorum.

## SECTION 7 - DISTRICT SUPPORT

7.1 The District shall provide to the COC the necessary technical and administrative assistance as follows:

- a) Preparation of and posting of public notices, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the Board,
- b) Provision of a meeting room, including any necessary audiovisual equipment,
- c) Preparation and copies of any documentary meeting materials, such as agendas and reports,
- d) Retention of all COC records, and providing public access to such records on an internet web site maintained by the Board, and
- e) Provision of District personnel to prepare and distribute meeting minutes after each COC meeting.

7.2 Selected CIP and District staff shall attend COC proceedings as required to report on the status of projects and the expenditures of CIP funds.

## SECTION 8 - OFFICERS

The COC shall elect a chair and a vice-chair who shall act as chair only when the chair is absent. No person shall serve as chair or vice-chair for more than two consecutive terms.

## SECTION 9 - AMENDMENT OF GUIDING PRINCIPLES

Any change to these Guiding Principles shall be approved by a two-thirds vote of the entire Fort Worth ISD Board.

## SECTION 10 - Termination

The COC shall automatically terminate and disband at the earlier date when (a) all CIP funds are spent, or (b) all projects funded by CIP funds are completed

### **Citizens' Oversight Committee (COC) Ethics Policy Statement**

This Ethics Policy Statement provides general guidelines for COC members to follow while carrying out their roles. Not all ethical issues that COC members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for COC members. The provisions of this Statement were developed from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

## POLICY CONFLICT OF INTEREST

A COC member shall not make or influence a District decision related to: (1) any contract funded by CIP funds or (2) any project which will benefit the Committee member's employment or business, personal finances or any family member, such as a spouse, child, parent, sibling or family member by marriage.

### **OUTSIDE EMPLOYMENT**

A COC member shall not use his or her position to negotiate future employment with any person or organization that relates to: (1) any contract funded by CIP funds, or (2) any CIP project. A COC member shall not make or influence a District decision related to any CIP project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of one (1) year after leaving the COC, a former member may not represent any person or organization for compensation in connection with any CIP matter pending before the District. Specifically, for a period of one (1) year after leaving the COC, a former member and the companies and businesses with which the former member is associated shall be prohibited from contracting with the District for projects funded by the CIP funds.

### **TO UPHOLD LAW**

A COC member shall uphold the Federal and Texas Constitutions, the laws and regulations of the United States and the State of Texas (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Fort Worth Independent School District.

### **COMMITMENT TO DISTRICT**

A COC member shall place the interests of the District above any personal or business interest of the member.



## Appendix B

### After School Coordinating Board Policies and Procedures

Exhibit A-Scope of Work  
Exhibit B-Budget  
Exhibit C-Request for Reimbursement  
Exhibit D-Program Activities Report  
Exhibit E-Program Effectiveness Measurement Report  
Exhibit F-Request for Budget Modification

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

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

The term "Party" shall refer to either City or District. The term "Parties" shall refer to both City and District.

#### 1. AGREEMENT

District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit "A," Fort Worth ISD After-School Program Goals, Performance Measures and Outcomes FY 2017 attached, and incorporated herein for all purposes incident to this Agreement. District agrees to spend the Program Funds in accordance with its approved Budget Summary and Budget Narrative, described in Exhibit "B," attached and incorporated herein for all purposes incident to this Agreement. City and District together covenant and agree to fully cooperate in the operation of this project and both parties agree that:

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

#### District -Four Positions

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

#### City of Fort Worth-Four Positions

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

Community Members -Five Positions

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

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

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

The Coordinating Board shall have the following responsibilities;

1. Approve program-wide scope, goals and objectives
2. Approve site selection process
3. Select sites based on selection criteria
4. Evaluate reported results from campus programs
5. Evaluate funding needs
6. Recommend future direction and standards

B. The District shall be responsible for day-to-day administration of the After-School Program and will at a minimum employ a Director and two Program Coordinators

**ACTION AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE THE ADOPTION OF PROPOSED 2017-2018 BUDGETS FOR THE GENERAL FUND; DEBT SERVICE FUND; AND CHILD NUTRITION FUND**

**BACKGROUND:**

Sec. 44.002 of the Education Code requires the Superintendent to prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year. The District must adopt a budget prior to June 30<sup>th</sup> annually with a July 1<sup>st</sup> fiscal year start date. Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund must be included in the official District budget. The required Notice of Public Meeting to Discuss the Budget and Proposed Tax Rate has been published within the time frame required by law and in accordance with the other legal requirements as contained in Section 44.004 of the Education Code. Prior to this action agenda item, the District held a public hearing; presented the proposed 2017-2018 budgets and provided the public the opportunity to comment on the proposed 2017-2018 budgets. Finally, the District has posted a summary of the proposed budget on the school District's Internet website in accordance with Sec. 44.0041, Education Code. Therefore, all prerequisites for the adoption of the 2017-2018 budgets for the General Fund, Debt Service Fund and Child Nutrition Fund have been met.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Adoption Of Proposed 2017-2018 Budgets For The General Fund; Debt Service Fund; and Child Nutrition Fund.
2. Decline to Approve The Adoption Of Proposed 2017-2018 Budgets For The General Fund; Debt Service Fund; and Child Nutrition Fund.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve The Adoption Of Proposed 2017-2018 Budgets For The General Fund; Debt Service Fund; and Child Nutrition Fund.

**FUNDING SOURCE**

*Additional Details*

Select Funding Source

General Fund; Debt Service Fund and Child Nutrition Fund

**COST:**

Each of the proposed budgets outlined estimated revenue by object code, anticipated appropriations by function and the effect on fund balance for the 2017-2018 school year.

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All District Schools/Departments

**RATIONALE:**

The Education Code and State Board of Education requires the adoption of budgets for the General Fund; Debt Service Fund, and the Child Nutrition Fund by June 30 annually and prior to the expenditure of funds starting on July 1st annually.

**INFORMATION SOURCE:**

Elsie Schiro  
Lori Boswell

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
2017-2018 PROPOSED BUDGET  
GENERAL FUND**

		<b>GENERAL FUND 199</b>
5700	Local	346,724,233
5800	State	380,376,630
5900	Federal	12,300,000
7900	Other Resources	7,795,220
	<b>Total Estimated Revenue</b>	<b>747,196,083</b>

Function	Estimated Appropriations	TOTAL
11	Instruction	465,014,869
12	Instruction Resources and Media Services	11,543,172
13	Curriculum and Instructional Staff Development	13,113,760
21	Instructional Administration	14,040,799
23	School Administration	50,942,684
31	Guidance and Counseling Services	42,947,131
32	Social Work Services	5,026,345
33	Health Services	11,590,926
34	Student Transportation	20,560,964
35	Food Services	258,400
36	Cocurricular/Extracurricular Activities	15,231,147
41	General Administration	20,249,435
51	Plant Maintenance and Operations	87,443,332
52	Security and Monitoring Services	12,700,478
53	Data Processing Services	13,747,519
61	Community Services	5,545,712
81	Facilities Acquisition & Construction	2,838,315
95	Payments to Juvenile Justice Alt Ed Programs	150,000
97	Tax Increment Financing	-
99	Other Intergovernmental Charges	2,600,000
	<b>Total Estimated Appropriations</b>	<b>795,544,988</b>
	<b>Excess Revenue/Appropriations and Change in Fund Balance</b>	<b>(48,348,905)</b>
	<b>Fund Balance - Beginning (Unaudited)</b>	<b>177,032,784</b>
	<b>Fund Balance - Ending (Unaudited)</b>	<b>128,683,879</b>

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
2017-2018 PROPOSED BUDGET  
DEBT SERVICE FUND  
June 27, 2017**

	ESTIMATED REVENUE	DEBT SERVICES FUND 599
5700	Local	102,337,331
5800	State	2,199,611
5900	Federal	-
	<b>Total Estimated Revenue</b>	<b>104,536,942</b>
FUNCTION	ESTIMATED APPROPRIATIONS	
71	Debt Service	97,703,413
	<b>Total Estimated Appropriations</b>	<b>97,703,413</b>
	<b>Excess Revenue/Appropriations and Change in Fund Balance</b>	<b>6,833,529</b>
	<b>Fund Balance - Beginning (Unaudited)</b>	<b>41,713,240</b>
	<b>Fund Balance - Ending (Unaudited)</b>	<b>48,546,769</b>

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
2017-2018 PROPOSED BUDGET  
CHILD NUTRITION FUND  
June 27, 2017**

	ESTIMATED REVENUE	FOOD SERVICE FUND 701
5700	Local	3,585,000
5800	State	300,000
5900	Federal	51,665,000
	<b><i>Total Estimated Revenue</i></b>	<b>55,550,000</b>
FUNCTION	ESTIMATED APPROPRIATIONS	
35	Food Services	54,243,665
51	Plant Maintenance and Operations	494,130
52	Security and Monitoring Services	4,000
	<b><i>Total Estimated Appropriations</i></b>	<b>54,741,795</b>
	<b><i>Excess Revenue/Appropriations and Change in Fund Balance</i></b>	<b>808,205</b>
	<b><i>Fund Balance - Beginning (Unaudited)</i></b>	<b>6,200,000</b>
	<b><i>Fund Balance - Ending (Unaudited)</i></b>	<b>7,008,205</b>



**CONSENT AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE FIRST READING OF FWISD FACILITY MASTER PLAN**

**BACKGROUND:**

In August 2015 the Board formed an ad hoc committee to begin putting a Facility Master Plan (FMP) together. In January 2016 the Board approved the Guiding Principles and in August 2016 the District hired Engage2Learn and PBK with the task of evaluating facilities on the foundation that “Instruction Guides Construction”. They assessed all high school facilities and evaluated areas of high growth. The FMP is scheduled to be adopted no later than August 15, 2017.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve First Reading of FWISD Facility Master Plan
2. Decline to Approve First Reading of FWISD Facility Master Plan
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve First Reading of FWISD Facility Master Plan

**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**

Art Cavazos

**RATIONALE:**

Approving the First Reading of the FMP will allow FWISD to proceed with the process of future improvements to our facilities.

**INFORMATION SOURCE:**

Art Cavazos

**ACTION AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE SUPERINTENDENT TO NEGOTIATE AND MAKE AN ORIGINAL OFFER FOR SCHOOL PROPERTY WEST OF SOUTH HULEN ST. AND WITHIN TANGLEWOOD ELEMENTARY SCHOOL BOUNDARY**

**BACKGROUND:**

The severe overcrowding at Tanglewood Elementary School has necessitated that land be purchased. It is anticipated that land will be sought west of South Hulen St. and within the current attendance boundary of the existing school. Board approval is requested to authorize the Superintendent through the Facility Master Plan to seek property and make an original offer. It is anticipated that the Superintendent may utilize the services of a real estate agent in acquiring this property.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Superintendent to Negotiate and Make an Original Offer for School Property West of South Hulen St. and within Tanglewood Elementary School Boundary
2. Decline to Approve Superintendent to Negotiate and Make an Original Offer for School Property West of South Hulen St. and within Tanglewood Elementary School Boundary
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE**

*Additional Details*

No Cost

Cost not known at this time

**COST:**

Not Known At This Time

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Tanglewood Elementary School

**RATIONALE:**

Purchase of land to alleviate overcrowding at a school is in the best interest of the students and improves operational effectiveness and efficiency.

**INFORMATION SOURCE:**

Art Cavazos

**ACTION AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

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

**BACKGROUND:**

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

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

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

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Lone Star Governance Monitoring Calendar.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Fort Worth ISD schools, departments, and communities.

**RATIONALE:**

Approval of the Lone Star Governance Monitoring Calendar will ensure Fort Worth ISD is in compliance with the Lone Star Governance Texas Framework.

**INFORMATION SOURCE:**

Dr. Kent Paredes Scribner  
FWISD Board of Trustees  
Sammy Monge

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

August 2017 - July 2019

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

**ACTION AGENDA ITEM  
BOARD MEETING  
June 27, 2017**

**TOPIC: APPROVE LONE STAR GOVERNANCE CONSTRAINTS AND  
CONSTRAINT PROGRESS MEASURES**

**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 Constraints and Constraint Progress Measures.
2. Decline to Approve Lone Star Governance Constraints and Constraint Progress Measures.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Lone Star Governance Constraints and Constraint Progress Measures.

**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 Lone Star Governance Constraints and Constraint Progress Measures 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



**Fort Worth ISD Board Constraints for the Superintendent**

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

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

- Constraint Progress Measure 1.1: Percent of teacher attendance, as measured by employee attendance data, will increase from X% to Y% by 2019.

- CPM 1.1 Annual Targets:
 

SY 16/17(Baseline) =	%
SY 17/18 =	%
SY 18/19 =	%

- Constraint Progress Measure 1.2: Percent of campuses with positive staff responses on campus survey about the “Campus Direction” shall increase from X% to Y% by 2019.

- CPM 1.2 Annual Targets:
 

SY 16/17(New Measure) =	Y%
SY 17/18 =	Y%
SY 18/19 =	Y%

- Constraint Progress Measure 1.3: Percent of students with chronic absenteeism, as measured by student attendance data, shall decrease from X% to Y% by 2019.

- CPM 1.3 Annual Targets:
 

SY 16/17(Baseline) =	%
SY 17/18 =	%
SY 18/19 =	%

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

- CPM 1.4 Annual Targets:
 

SY 16/17(New Measure) =	Y%
SY 17/18 =	Y%
SY 18/19 =	Y%



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

- Constraint Progress Measure 2.1: Percent of first year teachers assigned to low performing campuses, as measured by HCM Staffing Report, will decrease from X% to Y%% by 2019.

- CPM 2.1 Annual Targets:
 

SY 16/17(Baseline) =	%
SY 17/18 =	%
SY 18/19 =	%

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

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

- CPM 3.1 Annual Targets:
 

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

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

- CPM 3.2 Annual Targets:
 

SY 16/17(New Measure) =	Y%
SY 17/18 =	Y%
SY 18/19 =	Y%