

*Board of Education  
Regular Meeting  
April 25, 2017*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on April 25, 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 - Harlean Beal Elementary School

#### 3. RECOGNITIONS

- A. Recognition of Students Performing and Greeting Prior to the Meeting
- B. Coach Robert Hughes Induction into the Naismith Memorial Basketball Hall of Fame
- C. Parent Recognition

#### 4. PUBLIC COMMENT

#### 5. DISCUSSION OF AGENDA ITEMS - BOARD ROOM

#### 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. April 11, 2017 - Regular Meeting 4

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

- 1. Approve Replacement of HVAC Rooftop Package Units at Versia Williams Elementary School and J.P. Elder Middle School 14
- 2. Approve the Purchase for HVAC Air Handlers at Eastern Hills High School and Paschal High School 26
- 3. Approval of the Purchase of a Data Governance Tool with Analysis Software from Qualtrics, Inc. 35

C. Approve Memorandum of Understanding Between Tarrant County College District and Fort Worth Independent School District for Marine Creek Collegiate High School	38
D. Approve Revision of Contract with Birdville Independent School District Related to the 2016-2017 Adult Education Program	72
E. Approve the Early College High School Calendar for the 2017-2018 School Year	82
F. Approve Waiver to Board Policy GKD (LOCAL) Fees for the Use of the Athletic Facility	85
G. Approve First Reading (TASB Updates) - Revisions to Board Policy BEC (LOCAL), BED (LOCAL), DEC (LOCAL), FDA (LOCAL), and FDB (LOCAL)	87
H. Approve Second Reading (TASB Updates) - Revisions to Board Policy BBFA (LOCAL), BBI (LOCAL), BDAA (LOCAL), BF (LOCAL), BJCF (LOCAL), DBB (LOCAL), DFFA (LOCAL), FEB (LOCAL), and GRA (LOCAL)	124
I. Approve Plat at TEA 836 Scarborough-Handley Athletic Field for the 2013 Capital Improvement Program Bid Package 060 (RFCSP#17-008)	194
J. Approve Increase to the Estimated Total Cost of JOC for the 2013 Capital Improvement Program	197
K. Approve Right-Of-Way Easement of FWISD Property Located at 100 N. University Dr. to the City of Fort Worth for Traffic Signal Improvements	199

**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.
- B. Personnel Matters (Section 551.074)
  - 1. Recommendation for Termination of Chapter 21 Contract Employees
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)
- E. Employee Grievance (Section 551.074)

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

**10. ACCEPT CONSENT AGENDA**

**11. ACTION ITEMS**

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

**12. ACTION AGENDA ITEMS**

- A. Approve Recommendation for Termination of Chapter 21 Contract Employees
- B. Approve Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 063 (RFCSP #17-067) 214
- C. Approve Lone Star Governance Quarter One Self Evaluation

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

- A. Secondary Staffing Plans for 2017-2018 School Year - Dr. Ann Sutherland
- B. Appreciation - Jacinto Ramos, Jr.

**14. ACTION AGENDA ITEM**

- A. Consider the Level III Grievance of Delisa King (convene in closed session, if necessary)
  - 1. 10 Minutes - Presentation by Employee and/or Representative
  - 2. 10 Minutes - Presentation by District Representative
  - 3. 10 Minutes - Questions from Board Members
  - 4. 15 Minutes - Board Deliberations (in closed session)
  - 5. Render Decision, if any, on the Level III Grievance (in open session)

**15. ADJOURN**



**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 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 April 11, 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 April 6, 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 April 6, 2017 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING APRIL 11, 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 April 6, 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 April 6, 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

Mr. Ramos called the meeting to order at 5:31 p.m.

The following Board Members were present:

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

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Sherry Breed, Chief of Equity & Excellence  
Vicki Burris, Chief of Capital Projects/Capital Improvement Program  
Art Cavazos, Chief of District Operations  
Kyle Davie, Chief Technology Officer  
Karen Molinar, Chief of Elementary Schools  
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. PLEDGES - A.M. Pate Elementary School

Students lead in the pledges in both English and Spanish. Principal, Rochelle Horton, introduced students and recognized parents and staff.

3. RECOGNITIONS

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

Clint Bond recognized B Sharp singers from Como Elementary.

Greeters were Army JROTC cadets from Carter-Riverside High School.

B. Bobby Bragan Youth Foundation Scholarship Winners

Scholarship recipients were recognized.

C. Parent Recognitions

Brenda Quintanilla from Diamond Hill Elementary was recognized and presented a certificate of appreciation.

4. PUBLIC COMMENT

Speakers:  
Steven Poole  
Luther Perry

(Tobi Jackson and T. A. Sims arrived at 5:48 p.m.)

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

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

6. DISCUSSION OF AGENDA ITEMS

7.E. First Reading of Board Policy DIA (LOCAL) was pulled until April 25th.

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

- A. Board of Education Meeting Minutes
  - 1. March 7, 2017 - Board Workshop
  - 2. March 21, 2017 - Regular Meeting
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
  - 1. Approve the 2017 Advanced Placement Exam Fees
  - 2. Approve Purchase of 6th Grade Health Education Materials
  - 3. Approve the Change of Vendor to Support the Implementation of the Student Transportation Management System
  - 4. Approval of Interlocal Agreement Contract Between Galena Park Independent School District and Fort Worth Independent School District for Procurement Card Services
- C. Approve Memorandum of Understanding Between Fort Worth Independent School District and University of North Texas Health Science Center (UNTHSC)
- D. Approve First Reading (TASB Updates) - Revision to Board Policy BBFA (LOCAL), BBI (LOCAL), BDAA (LOCAL), BDD (LOCAL), BF (LOCAL), and BJCF (LOCAL)
- E. Approve First Reading (TASB Updates) - Revisions to Board Policy DBB (LOCAL), DFFA (LOCAL), DIA (LOCAL), FEB (LOCAL), and GRA (LOCAL)
- F. Approve the Proposed Board of Education Meeting Dates for the 2017-2018 School Year
- G. Approval of Budget Amendment for the Period Ended March 31, 2017
- H. Approval of Utility Easement for I.M. Terrell Academy for STEM & VPA
- I. Closeout of the Contract with Reeder General Contractor for Bid Package 007 (RFCSP #16-003) and Authorization of Final Payment in the 2013 Capital Improvement Program
- J. Approve the Minutes for the January 23, 2017, February 6, 2017 and February 20, 2017 Racial Equity Committee Meetings

K. Approve the Minutes from the February 16, March 3, and March 21, 2017 Board Policy Committee Meetings

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

9. EXECUTIVE SESSION

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

B. Personnel Matters (Section 551.074)

1. Consider and Discuss Proposed Non-Renewal and Termination Recommendations for Chapter 21 Contract Employees

2. Leadership Academy Assistant Principal Appointments

C. Security Implementation (Section 551.076)

D. Real Property (Section 551.072)

E. Employee Grievance (Section 551.074)

10. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 6:54 p.m.

11. ACCEPT CONSENT AGENDA

Motion was made by Matthew Avila, seconded by Ashley Paz, to approve CONSENT AGENDA With the Exception of 7.E. First Reading of Board Policy DIA (LOCAL), Which Has Been Pulled Until the April 25th Meeting.

The motion was unanimously approved.

12. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

Motion was made by Matthew Avila, seconded by Christene Moss, to approve Leadership Academy Assistant Principal Appointments.

The motion was unanimously approved.

Dr. Scribner made introductions as follows:

Michael Conner - #045, Forest Oak M.S.

Khristina Goady - #045, Forest Oak M.S.

Danny Fracassi - #045, Forest Oak M.S.

Vanessa Cuarenta - #144, Mitchell Boulevard E.S.

Andrew Farr - #117, Como E.S.

Angela Hall - #129, John T. White E.S.

13. ACTION AGENDA ITEMS

A. Consider and Take Possible Action on the Proposed Non-Renewal and Termination Recommendations for Chapter 21 Contract Employees

Motion was made by Matthew Avila, seconded by Tobi Jackson, to approve To Consider and Take Possible Action on the Proposed Non-Renewal and Termination Recommendations for Chapter 21 Contract Employees.

The motion was approved.

Yes: Jacinto Ramos, Tobi Jackson, Christene Moss, T.A Sims, Judy Needham, Norman Robbins, Matthew Avila, and Ashley Paz.

No: Ann Sutherland.

B. Approve and Award the Contract for Planning and Implementation of a Strategic Real Estate Development Plan

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve and Award the Contract for Planning and Implementation of a Strategic Real Estate Development Plan.

The motion was approved.

Yes: Jacinto Ramos, Tobi Jackson, Christene Moss, T.A Sims, Judy Needham, Norman Robbins, Matthew Avila, and Ashley Paz.

No: Ann Sutherland.

C. Approve Campus Turnaround Plans

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve Campus Turnaround Plans.

The motion was unanimously approved.



D. Approve Recommendations for the Adoption of New Instructional Materials in the Content Areas Called for Under State Proclamation 2017

Motion was made by Judy Needham, seconded by T.A Sims, to approve Recommendations for the Adoption of New Instructional Materials in the Content Areas Called for Under State Proclamation 2017.

The motion was unanimously approved.

E. Approve the Selection of the District's Internal Finance Funds Accounting Software System

Motion was made by Judy Needham, seconded by Norman Robbins, to approve the Selection of the District's Internal Finance Funds Accounting Software System.

The motion was unanimously approved.

F. Approve the Authorization to Adjust the Scope of Work at TEA 004 Diamond Hill-Jarvis High School and Approve the Budget Amendment Related to Athletic Facilities in the 2013 Capital Improvement Program

Motion was made by Matthew Avila, seconded by Ashley Paz, to approve Authorization to Adjust the Scope of Work at TEA 004 Diamond Hill-Jarvis High School and Approve the Budget Amendment Related to Athletic Facilities in the 2013 Capital Improvement Program.

The motion was unanimously approved.

G. Approve Budget Amendment and Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 066 (RFCSP #17-066)

Motion was made by Christene Moss, seconded by Norman Robbins, to approve Budget Amendment and Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 066 (RFCSP #17-066).

The motion was unanimously approved.

H. Approve Change Order and Budget Amendment for the 2013 Capital Improvement Program Bid Package 060 (RFCSP #17-008)

Motion was made by Christene Moss, seconded by Matthew Avila, to approve Change Order and Budget Amendment for the 2013 Capital Improvement Program Bid Package 060 (RFCSP #17-008).

The motion was unanimously approved.

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

A. Region Spelling Bee Competition Held March 2nd at TCU - Christene Moss

B. Staffing Analysis - Dr. Ann Sutherland

15. ACTION AGENDA ITEM

A. Consider the Level III Grievance of Dawn Cortez (convene in closed session, if necessary)

1. 10 Minutes - Presentation by Employee and/or Representative

2. 10 Minutes - Presentation by District Representative

3. 10 Minutes - Questions from Board Members

4. 15 minutes - Board Deliberations (in closed session)

5. Render Decision, if any, on the Level III Grievance (in open session)

Grievance was resolved and no hearing required.

16. ADJOURN

The meeting was adjourned at 7:15 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  
April 25, 2017**

**TOPIC: APPROVE REPLACEMENT OF HVAC ROOFTOP PACKAGE UNITS AT  
VERSIA WILLIAMS ELEMENTARY SCHOOL AND J. P. ELDER  
MIDDLE SCHOOL**

**BACKGROUND:**

Fourteen HVAC rooftop package units at Versia Williams Elementary School and 20 HVAC rooftop package units at J. P. Elder Middle School range in age from 19 to 38 years old. The units are in need of frequent repairs and have exceeded their life expectancies and need to be replaced. Lochridge - Priest provided the lowest quote of \$103,642.00 for Versia Williams Elementary School and is a member of BuyBoard, Contract Number 458-14. TDIndustries provided the lowest quote of \$344,918.00 for J. P. Elder Middle School and is a member of The Cooperative Purchasing Network Contract Number R150501. The cost will be paid with the 2016-2017 maintenance budget. We have used these vendors in the past with positive results.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Replacement of HVAC Rooftop Package Units at Versia Williams Elementary School and J. P. Elder Middle School
2. Decline to Approve Replacement of HVAC Rooftop Package Units at Versia Williams Elementary School and J. P. Elder Middle School
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Replacement of HVAC Rooftop Package Units at Versia Williams Elementary School and J. P. Elder Middle School

**FUNDING SOURCE**

*Additional Details*

General Fund	199-51-6249-001-159-99-501-000000	\$103,642.00
	199-81-6629-001-044-99-501-000000	\$344,918.00

**COST:**

\$448,560.00

**VENDOR:**

Lochridge-Priest  
TDIndustries

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Cooperative Purchasing Network Contract #R150501.

***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**

Versia Williams Elementary School  
J. P. Elder Middle School

**RATIONALE:**

New energy efficient equipment will provide energy savings for the District, eliminate costly repairs and provide a more comfortable learning environment for the students.

**INFORMATION SOURCE:**

Art Cavazos  
Gil Griffin



# LOCHRIDGEPRIEST

HEATING • AIR CONDITIONING • PLUMBING

Fort Worth ISD  
2808 Tillar  
Fort Worth, Texas 76107  
Attn: Ed Kral

Buy Board Proposal Vendor ID#2346

RE: Versia Williams Elementary

March 30, 2017

Ed

Lochrige-Priest, Inc. is pleased to provide a bid for change out of nine (9) package units at Versia Williams Elementary and (5) package units for the gym. RT unit numbers 1,2,3,4,6,7,8,9,10,25,26,27,28,29. We will demo out the fourteen (14) existing units, install thirteen (13) new 5-ton Carrier package units' model#48KCSA06J2M5 with economizers and hail guards and one new Carrier model#KCSA04J2M5 with manual OAD and hail guards. These units will be 230 volts 3 phase power. We will also install fourteen (14) new cutler hammer fused disconnects. We will then reinstall all existing gas piping, and electrical and start systems and check for proper working operation.

Total HVAC \$94,220.00

Contingency- \$9,422.00

**Our Bid Specifically Includes:**

- Change out of fourteen (14) package units
- Electrical disconnect and reconnect
- Crane fees
- bond

**Our bid specifically excludes:**

- Asbestos lead and mercury abatement
- Power wiring (other than disconnect and reconnect)
- Roof work
- Gas piping (other than disconnect and reconnect)
- Inside duct work
- Overtime work
- Patching and painting of any kind
- State sales tax

If I can be of further assistance, please contact me at (254) 772-0670 or my cell phone at (254) 749-2507

Sincerely,  
LOCHRIDGE-PRIEST, INC.

Rodger Chase

**Temple**  
3149 Kegley Lane, Temple, Texas 76502  
254-773-0003

HVAC #TACLA24360C PLUMBING #M-41034

**Waco - Corporate Office**  
2901 E. Industrial Blvd. Waco, Texas 76705  
254-772-0670

HVAC #TACLA28343C PLUMBING #M-41034

**Corsicana**  
731 Ferguson Drive, Corsicana, Texas 75110  
903-872-8418

HVAC #TACLA28379C PLUMBING #M-41034



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

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### Vendor Contract Information

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Lochrige - Priest, Inc [X]
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None Selected
- Contract**  
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**Vendor Name:** Lochridge - Priest, Inc.  
**Address:** 2901 E. Industrial Blvd  
 Waco, TX 76705  
**Phone Number:** (254) 772-0670  
**Email:** rodder@lochrigepriest.com  
**Website:** <http://www.lochrigepriest.com>  
**Federal ID:** 74-1480928  
**Contact:** Rodger Chase  
**Accepts RFQs:** Yes  
**Minority Owned:** No  
**Women Owned:** No  
**Service-Disabled Veteran Owned:** No  
**EDGAR:** No  
**Contract Name:** HVAC Equipment, Supplies & Install of HVAC Equipment  
**Contract Description:** Full line of HVAC equipment, supplies & filters; controls, software & monitoring systems; air handling products; indoor air quality products; refrigerants; UVC emitters/lamps; service/rep installation  
**Contract#:** 458-14  
**Effective Date:** 10/01/2014  
**Expiration Date:** 11/30/2017  
**Payment Terms:** Net 30 days  
**Delivery Days:** 7  
**Shipping Terms:** Pre-paid and added to invoice  
**Freight Terms:** FOB Destination  
**Ship Via:** Common Carrier  
**Region Served:** All Texas Regions  
**States Served:** Texas  
**Quote Reference Number:** 458-14  
**Return Policy:** 10% restocking fee on products returned in original unopened containers or packaging. Freight paid by purchaser.  
**Additional Dealers:** Lochridge - Priest locations in: Temple TX, Corsicana TX

**Contract Documents**

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

Contact us 800-695-2919

March 30, 2017

Re: Proposal for HVAC Project Summer-2017  
Fort Worth ISD JP Elder Middle School  
709 NW 21<sup>st</sup> Street  
Ft Worth, Texas 76114



Dear Mr. Ed Kral:

We are pleased to submit our proposal for the Change out of Existing Rooftop Units based on scope and specifications discussed during job walk on November 17, 2016.

Price for the Mechanical Systems (All Carrier).....	\$311,046
Payment and Performance Bond.....	\$2,516
<b>Total Price for the Mechanical Systems (to include bond) .....</b>	<b>\$313,562</b>
 Add for 10% contingency fund per HVAC Supervisor.....	 \$31,356.00

**Note: TDIndustries is pleased to submit this project under the terms and conditions of TDIndustries HVAC Services commodity supply contract with The Cooperative Purchasing Network (TCPN) #R150501.**

The following enclosures are included for clarification of our price:

- Enclosure #1: Scope of Work
- Enclosure #2: Clarifications
- Enclosure #3: Exclusions
- Enclosure #4: TCPN Certified Proposal Number

If we are selected to be your partner on this project, we commit our resources to make the project successful for you and the owner. We will call you to see if we can be of further assistance.

Sincerely,  
*Mark Hull*  
Mark Hull  
Project Manager

Enclosures  
cc: Larry Zollinger, Technical Account Manager  
Chris Rogers, Special Projects Group Leader

5700 Stratum Drive  
Fort Worth, Texas 76137  
(817) 306-6500

**Enclosure #1 – Scope of Work**  
HVAC Replacement Project Summer-2017  
March 30, 2017

**Base HVAC System:**

1. Remove and dispose of twenty (20) existing roof top package units.
2. Provide and install twenty (20) new Carrier gas electric roof top package units on the roof. New units to match tonnages and voltages of existing units. Models and quantities are:
  - A. (1) 48A2S025AL-621FG 25 Ton Gas/ Electric Package RTU 460-3-60
  - B. (3) 48HCSD17J2M6-6U0G0 15 Ton Gas/ Electric Package RTU 460-3-60
  - C. (5) 48HCRD14J2M6-6U0K0 12.5 Ton Gas/ Electric Package RTU 460-3-60
  - D. (5) 48HCSD11J2M6-6U0K0 10 Ton Gas/ Electric Package RTU 460-3-60
  - E. (1) 48HCSD09J2M6-6U0K0 8.5 Ton Gas/ Electric Package RTU 460-3-60
  - F. (1) 48HCSD08J2M6-6U0K0 7.5 Ton Gas/ Electric Package RTU 460-3-60
  - G. (1) 48HCSA07J1M6-6U0K0 6 Ton Gas/ Electric Package RTU 460-3-60
  - H. (1) 48HCSA06J2M6-6U0K0 5 Ton Gas/ Electric Package RTU 460-3-60
  - I. (1) 48HCSA05J2M6-0A0K0 4 Ton Gas/ Electric Package RTU 460-3-60
  - J. (1) 48HCSA04J2M6-0A0K0 3 Ton Gas/ Electric Package RTU 460-3-60
  - ❖ Above units to be configure with the following features:
    - o Curb adapter( where needed)
    - o Stainless Steel Heat Exchanger
    - o Control Expansion Module
    - o Economizer with Barometric Pressure Relief
    - o ComfortLink w/Puron freon
    - o Hail Guards
    - o 1-Year Complete Unit Warranty
    - o 5-Year Compressor Parts Warranty
    - o 10-Year Heat Exchanger Parts Warranty for 25 Ton
    - o 15-Year Heat Exchanger Parts Warranty for all the rest
3. Install factory hail guards on new roof top units.
4. Assigned brass ID tags will be removed from existing on reinstalled on new units and FWISD RTU number will be stenciled on new RTUs with permanent marker.
5. Reconnect to existing gas lines
  - a. Replace all gas flexible lines with rigid pipe
6. Reconnect to existing electrical circuits
  - a. Provide and install new disconnects
  - b. Provide electrical convenience outlets where required by code
7. Provide and install new condensate piping on all new roof top units with Grey SCH. 80 PVC piping (non-UV rated).
  - a. Provide and install "roller bearing" type pipe supports with 10"x7.5" base on 5 ft. intervals
  - b. All drain pans with Factory installed "High Water Cut off Switch"
8. Smoke detectors on all units 5 tons and greater
9. Perform complete system startups.
10. To include all rigging and lifting fees.
11. To include haul off and trash removal.
12. All material and labor to perform above scope of work.
13. Provide owner six (6) Owner and Operations manuals

5700 Stratum Drive  
Fort Worth, Texas 76137  
(817) 306-6500



**Enclosure #2: - Clarifications**

HVAC Replacement Project Summer-2017

March 30, 2017

1. **Sch. 80 Gray PVC condensate piping in proposal is not UV rated PVC pipe**
2. **Customer is to provide access for trash dumpsters and access for our crane and helicopter.**
3. **Customer to provide an area for receiving and staging of equipment.**
4. **TDIndustries to provide helicopter/crane and trash dumpsters.**
5. TDIndustries is licensed and regulated by: Texas Department of Licensing & Regulation, PO Box 12157, Austin, Texas 78711, 1.800.803.9202 or 512.463.6599, and Texas State Board of Plumbing Examiners, 929 East 41st Street, PO Box 4200, Austin, Texas 78765, 1.800.845.6584.
6. **All pricing is based on award of contract not later than 30 days from the date of this proposal with pricing subject to review after 30 days from the date of proposal.**
7. This proposal is subject to a mutually agreeable subcontract.
8. No sales or use tax is included.
9. This proposal is based on the assumption that the architect and engineer will provide all electronic files, including 'as-built' drawings) at no cost to TDIndustries.
10. TDIndustries shall be under no obligation to perform change order work without a written change order for a mutually agreed price. We reserve the right for time extensions and impact costs on any change orders.
11. Price is based assuming that the contract documents incorporate and fulfill the requirements of the 2000 International Energy Conservation Code, including the 2001 Supplement.
12. All duct-work manufactured and installed by TDIndustries is fabricated in accordance with the 2005 edition of "HVAC Duct Construction Standards" by SMACNA (Sheetmetal and Air Conditioning Contractors National Association, Inc.).
13. We reserve the right to utilize TDI standardized duct sizes and change any specified rectangular duct to round duct of like capacity as space allows.
14. Should this project be subject to an audit, the auditors will be mutually agreed upon, between TDIndustries and Fort Worth ISD.

5700 Stratum Drive  
Fort Worth, Texas 76137  
(817) 306-6500

**Enclosure #3: Exclusions**  
HVAC Replacement Project Summer Break-2017  
March 30, 2017

1. This proposal is based on performing work during normal working hours and at normal wage rates paid by TDIndustries. No Federal, State, or Municipal wage scales are included.
2. Overtime. Premium time must be authorized prior to execution. TDIndustries assumed a 40-hour workweek
3. Utility consumption charges during construction and startup, including permanent and temporary.
4. Structural work of any nature.
5. Barriers, curbing, damming, or protection of any kind of bus duct assemblies, both temporary and permanent, provided by others.
6. Upgrade of existing equipment and systems to meet current codes.
7. Floor x-rays for in-slab conduits or post tension cables. TDIndustries will exert reasonable effort to locate conduits and cables. Any repairs are the Owner's responsibility.
8. Concrete, masonry, and sheetrock work of any nature, including cutting, removal, or patching.
9. Fire protection work of any nature.
10. Rock excavation.
11. Ceiling removal or replacement.
12. Repairs or modifications to existing equipment or systems.
13. Energy management system or EMS tie-in.
14. All primary utility conduits and sleeves.
15. Utility fees.
16. Payment by credit or debit card. For this project, TDI accepts payments by check, ACH or wire transfer.
17. Asbestos abatement or handling or disposal of hazardous waste.
18. Roof work of any nature.
19. Warranty on equipment furnished by Others.

5700 Stratum Drive  
Fort Worth, Texas 76137  
(817) 306-6500

Enclosure #4 – TCPN Certified Proposal Number  
HVAC Replacement Project Summer Break-2017  
March 30, 2017



RE: CERTIFIED PROPOSAL NUMBER     R150501-TX-12608    

Dear Valued National IPA Participant:

Thank you for your consideration in accessing and potentially utilizing a National IPA cooperative contract. Each contract in the National IPA portfolio has been competitively solicited and publicly awarded by a government/education entity.

For those contracts that utilize proposals, particularly contracts for facility and construction projects, we have implemented the National IPA Certified Proposal Number (CPN) system, a proposal registration program. This new system will track transactions from the initial proposal stage to the completion of each project, and provide consistency and faster service for your agency. It will also allow us to assist you with verification of contract compliance and consistency.

#### THE CPN PROCESS

Awarded contract suppliers register your project with National IPA and receive a CPN. That CPN (noted above) should be prominently displayed on proposal(s) utilizing the cooperative contract. The CPN will also alert our dedicated and experienced National IPA team, who will work to support you and the awarded supplier during the process.

Your National IPA representative may be found at [www.nationalipa.org](http://www.nationalipa.org), or by contacting National IPA Customer Relations at [info@nationalipa.org](mailto:info@nationalipa.org).

Thank you for your participation with National IPA.

Sincerely,

The National IPA Team

5700 Stratum Drive  
Fort Worth, Texas 76137  
(817) 306-6500

# Search Results

## Search Within Results

TDIndustries

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All States

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Contract Portfolio

All Lead Agencies

### Contract Categories

Facilities/Grounds Maintenance

HVAC

TCPN



**TDIndustries**

**Contract #: R150501**

HVAC Equipment,  
Installation, Service and  
Related Services

Competitively Solicited and  
Awarded by: Region 4  
ESC

2015 2016 **2017** 2018

2019 2020

Mechanical Construction  
Mechanical/Electrical/Plumbing  
Service  
Energy Solutions  
Automation and Controls  
Indoor Air Quality Service  
Restaurant Equipment  
Service



**TDIndustries**

**Contract #: R150202**

Refrigeration Equipment,  
Installation and Service  
Competitively Solicited and  
Awarded by: Region 4

ESC

2015 2016 **2017** 2018

2019 2020

- Mechanical Construction**
- Mechanical/Electrical/Plumbing Service**
- Energy Solutions**
- Automation and Controls**
- Indoor Air Quality Service**
- Restaurant Equipment Service**



VENDOR WEBSITE

**Show menu**

**Competitively solicited and publicly awarded by: Region 4 Education Service  
Center**

**Contract #R150501**

**Contract Term: October 1, 2015 through September 30, 2017**

**Award includes:**

Mechanical Construction

Mechanical/Electrical/Plumbing Service

Energy Solutions

Automation and Controls

Indoor Air Quality Service

Restaurant Equipment Service

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVE THE PURCHASE FOR HVAC AIR HANDLERS AT EASTERN HILLS HIGH SCHOOL AND PASCHAL HIGH SCHOOL**

**BACKGROUND:**

HVAC air handling units at Eastern Hills High School and Paschal High School have exceeded their life expectancy and need replacement. The units are in constant need of repairs. Replacing the units will help promote energy savings with efficiently running units. Three units are to be replaced at Eastern Hills and two units at Paschal. The vendor selected is Infinity Contractors and the cost for the units at Eastern Hills is \$167,695.00 and for Paschal is \$155,917.00. Infinity Contractors is a member of Buy Board, Contract Number 501-15.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Purchase For HVAC Air Handlers At Eastern Hills High School And Paschal High School
2. Decline to Approve The Purchase For HVAC Air Handlers At Eastern Hills High School And Paschal High School
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve The Purchase For HVAC Air Handlers At Eastern Hills High School And Paschal High School

**FUNDING SOURCE**

*Additional Details*

General Fund	199-51-6249-001-006-99-501-000000	\$167,695.00
	199-51-6249-001-010-99-501-000000	\$155,917.00

**COST:**

\$323,612.00

Funding will be with 2016-2017 Maintenance Funds.

**VENDOR:**

Infinity Contractors

**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**

Eastern Hills High School

Paschal High School

**RATIONALE:**

New equipment will provide an energy efficient energy savings for the District and help eliminate costly repairs.

**INFORMATION SOURCE:**

Art Cavazos

Gil Griffin





MECHANICAL/PLUMBING/PROCESS AND INDUSTRIAL PIPING

Fort Worth ISD  
100 North University Drive  
Fort Worth, Texas 76107

March, 30, 2017

Attn: Steve McPherson

Re: FWISD Eastern Hills HS RTAHUs  
ICI: BID #16-116

Per Buy Board Contract #501-15 Building Maintenance, Repair, Operations Supplies & Equipment.

Infinity Contractors is pleased to quote the above referenced project. Our price includes all labor, material, and supervision necessary to replacement of the 3 RTAHU's attached to the heating hydronic systems. Alternate pricing is to be performed at the same time as base bid, mobilization / lifting.

Email Dated: December 5, 2016

Documents: Texas Air Eastern Hills RTAHU Preliminary Submittal

We acknowledge the following Addendums: None

**Base Bid Scope; RTAHU-2, 5, 6**

- 1) Remove & Disposal of the Three (3) Existing RTAHU's
- 2) Crane or Helicopter Services needed for the RTAHU Removal & Install
- 3) Install Three (3) New RTAHU's (#2, #5 & #6), Curb Adapters & VFDs
- 4) Hydronic Piping Reconnections with New Isolation Valves as required
- 5) Furnish & Installing Four (4) Control Valves
- 6) Furnish & Install 1" Pipe Insulation w/Aluminum Jacket on the CHWS/R Piping
- 7) Furnish & Install 2" Pipe Insulation w/Aluminum Jacket on the Steam S/R Piping
- 8) RTAHU Start-ups (Texas Air Systems)
- 9) Mechanical Permit only
- 10) Owner Controlled Contingency (Add Provided)

**Base Bid Price is .....\$156,842-  
Add For P&P Bonds Base.....\$3,353-  
Add For Contingency.....\$7,500-**

*Infinity Contractors International, Ltd.*  
2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817-838-8700 • FAX: 817-838-8826  
TACL A016236C • M-15487  
Texas State Board of Plumbing Examiners P.O. Box 4200, Austin, TX. 78765 • 800-845-6584



MECHANICAL/PLUMBING PROCESS AND INDUSTRIAL PIPING

**Exclusions:**

- 1) Furnishing the DDC Controls (By FWISD)
- 2) Testing, Adjusting, and Balancing for HVAC
- 3) Water Treatment for the HVAC System
- 4) Electrical, Starters, Fire Protection, Fire Alarm (By FWISD)
- 5) Heat Trace on CHWS/R or HWS/R Piping
- 6) Structural framing if needed for RTU's
- 7) Engineering
- 8) Bonds (Add Provided), Sales Taxes (Exempt)

*Please see Attachment "A" for clarifications*

Please call if you have any questions or if we may assist you in any way.

Sincerely,

Kirk Milliren  
Estimator  
Infinity Contractors

*Infinity Contractors International, Ltd.*  
2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817/838-8700 • FAX: 817/838-8826  
TACLA016236C • M-15487  
Texas State Board of Plumbing Examiners P.O. Box 4200, Austin, TX. 78765 • 800-845-6584

Attachment "A"

**General Items:**

1. This proposal is based upon entering into a mutually agreeable subcontract with your firm that is not more exacting or restrictive upon Infinity Contractors than the contract between your firm and the Owner. We request that retainage be no more than 5%. Terms are Net 30.
2. We include a one (1) year warranty on worked preformed or material provided, which will begin from the date of final acceptance or beneficial use, whichever comes first.
3. 45-DAY PRICE- Our offer is open for acceptance for a period of Forty Five (45) days.



MECHANICAL/PLUMBING/PROCESS AND INDUSTRIAL PIPING

Fort Worth ISD  
100 North University Drive  
Fort Worth, Texas 76107

March, 30, 2017

Attn: Steve McPherson

Re: FWISD Paschal HS AHUs  
ICI: BID #16-117

Per Buy Board Contract #501-15 Building Maintenance, Repair, Operations Supplies & Equipment.

Infinity Contractors is pleased to quote the above referenced project. Our price includes all labor, material, and supervision necessary for the replacement of the 2 AHU's attached to the heating/cooling hydronic systems. Alternate pricing is to be performed at the same time as base bid, mobilization / lifting.

Email Dated: December 9, 2016

Documents: Texas Air Paschal HS AHUs Preliminary Submittal

We acknowledge the following Addendums: None

**Base Bid Scope; AHU-4, 24**

- 1) Remove & Disposal of the Two (2) Existing AHU's
- 2) Install Two (2) New AHU's (#2, #24)
- 3) Hydronic Piping Reconnections with New Isolation Valves as required
- 4) Furnish & Installing Two (2) Control Valves
- 5) Furnish & Install 1" Pipe Insulation on the CHWS/R Piping
- 6) Furnish & Install 2" Pipe Insulation on the HWS/R Piping
- 7) Furnish & Install pipe insulation on the existing CHWS/R & HWS/R mains in the Old Woodshop
- 8) RTAHU Start-ups (Texas Air Systems)
- 9) Mechanical Permit only
- 10) Owner Controlled Contingency (Add Provided)

**Base Bid Price is .....\$147,701-**

**Add For P&P Bonds Base.....\$3,216-**

**Owners Contingency Add ..... \$5,000-**

*Infinity Contractors International, Ltd.*

2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817/838-8700 • FAX: 817/838-8826

TACL A016236C • M-15487

Texas State Board of Plumbing Examiners P O Box 4200, Austin, TX. 78765 • 800-845-6584



MECHANICAL/PLUMBING/PROCESS AND INDUSTRIAL PIPING

**Exclusions;**

- 1) Furnishing the DDC Controls (By FWISD)
- 2) Testing, Adjusting, and Balancing for HVAC
- 3) Water Treatment for the HVAC System
- 4) Electrical, Starters, Fire Protection, Fire Alarm (By FWISD)
- 5) Heat Trace on CHWS/R or HWS/R Piping
- 6) Engineering & Structural framing if needed for RTAHU-24  
(Priced as an owner contingency for alternate #2)
- 7) Bonds (Add Provided), Sales Taxes (Exempt)

*Please see Attachment "A" for clarifications*

Please call if you have any questions or if we may assist you in any way.

Sincerely,

Kirk Milliren  
Estimator  
Infinity Contractors

*Infinity Contractors International, Ltd.*  
2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817/838-8700 • FAX: 817/838-8826  
TACL A016236C • M-15487  
Texas State Board of Plumbing Examiners P.O. Box 4200, Austin, TX. 78765 • 800-845-6584

**Attachment "A"**

**General Items:**

1. This proposal is based upon entering into a mutually agreeable subcontract with your firm that is not more exacting or restrictive upon Infinity Contractors than the contract between your firm and the Owner. We request that retainage be no more than 5%. Terms are Net 30.
2. We include a one (1) year warranty on worked preformed or material provided, which will begin from the date of final acceptance or beneficial use, whichever comes first.
3. 45-DAY PRICE- Our offer is open for acceptance for a period of Forty Five (45) days.



## Vendor Contract Information

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Infinity Contractors[X]

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#### Category

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#### Contract

None selected

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### Additional Resources

**Vendor Name:** Infinity Contractors  
**Address:** 2563 E. Loop 820 N.  
 Fort Worth, TX 76118  
**Phone Number:** (817) 838-8700  
**Email:** jbsalter@infinitycontractors.com  
**Federal ID:** 56-2228896  
**Contact:** Jim Salter  
**Accepts RFQs:** Yes  
**Minority Owned Vendor:** No  
**Women Owned Vendor:** No  
**Contract Name:** Building Maintenance, Repair & Operations Supplies & Equipment  
**Contract#:** 501-15  
**Effective Date:** 12/01/2015  
**Expiration Date:** 11/30/2018  
**Payment Terms:** Net 30 days  
**Delivery Days:** 10  
**Shipping Terms:** Pre-paid and added to invoice  
**Freight Terms:** FOB Destination  
**Ship Via:** Common Carrier  
**Region Served:** Texas Regions 10, 11, 12, 14  
**States Served:** Texas  
**Quote Reference Number:** 501-15

### Contract Documents

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

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

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

Contact us 800-695-2919

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVAL OF THE PURCHASE OF A DATA GOVERNANCE TOOL WITH ANALYSIS SOFTWARE FROM QUALTRICS, INC.**

**BACKGROUND:**

The Grants Compliance and Monitoring Department (GCM) is responsible for providing user-friendly data and analytics to various internal and external stakeholders. The type of data that is provided is used to make program decisions, monitor outcomes, comply with regulations, and highlight successes. Adhering to stakeholders’ growing need and to be more responsive to numerous data collection types, it is imperative to identify a data governance platform that allows for greater capacity to customize, distribute, collect, and analyze across all data collection processes.

The selection process for a data software platform first entailed a general meeting to assess current and projected evaluation needs of internal stakeholders with a cross representation from Fort Worth ISD departments including Student Support Services, Federal Programs, Accountability & Data Duality, Human Capital Management, Communications, etc. Outcomes from this meeting helped developed proposal specifications for a Request for Proposals #17-036 (RFP) for a data governance platform. The RFP was made available mid-January 2017 and proposals from three vendors were received: Qualtrics, Panorama Education, and Bowlink Technologies. A scoring committee representing staff from Accountability & Data Quality, Grants Development, and Grants Compliance & Monitoring and Fort Worth After School submitted scores based upon a rubric for purchase. The Department of Technology provided feedback. Qualtrics was scored the highest. The results of the rubric are below:

	Bowlink Technologies	Panorama Education, Inc	Qualtrics, LLC
Evaluator 1	20	88	88
Evaluator 2	49	85	83
Evaluator 3	84	95	97
Evaluator 4	67	75	85
Evaluator 5	38	71	84
Evaluator 6	48	70	87
Total Points	306	484	524
Average	51	81	87

Period of performance will be determined during negotiations and will be based on the agreed upon schedule for completing the needed services. For planning purposes, the contract period will be from date of contract award through the successful completion of the services.



**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Purchase of a Data Governance Tool with Analysis Software from Qualtrics, Inc.
2. Decline to Approve the Purchase of a Data Governance Tool with Analysis Software from Qualtrics, Inc.
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Purchase of a Data Governance Tool and Analysis Software from Qualtrics, Inc.

**FUNDING SOURCE**

*Additional Details*

Internal Service Fund

773-31-6299-ORE-999-99-212-000000-

**COST:**

\$92,000 annually

**VENDOR:**

Bowlink Technologies	\$85,000.00
<u>Qualtrics, Inc.</u>	\$92,000.00
Panorama Education, Inc.	\$95,000.00

**PURCHASING MECHANISM**

Bid/RFP/RFQ

This purchase is in accordance with the Texas Education Code 2254.004. The District will first select the most highly qualified provider of the services on the basis of demonstrated competence and qualification; and then attempt to negotiate with the firm a contract at a fair and reasonable price. Supporting documentation is attached. The recommended vendor is listed above.

**Bid/Proposal Statistics**

Bid Number: 17-036

Number of Bid/Proposals Received: 3

HUB Firms: 0

Compliant Bids: 3

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

***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**

Grants Compliance and Monitoring staff, various districtwide school and program managers as well as external stakeholders

**RATIONALE:**

It has become vital to have a data software platform that allows for greater capacity and robustness around user controls, centralized governance, survey development, administration, data analysis, and on-line reporting.

The Qualtrics platform provides numerous features, capabilities, and tools to handle complex, multi-faceted programs, quick ad-hoc research, and statistical analysis. The Research Suite allows evaluators to build surveys, customize survey pathways for a tailored respondent experience, distribute surveys, analyze data, sort results, and more.

Additional features can be extended to other District departments enabling users to conduct various market research such as customer satisfaction and loyalty, employee on-boarding and evaluations, data form collection as well as website feedback. Purchasing this software will accommodate 21st century surveying techniques for improved operational effectiveness and efficiency.

**INFORMATION SOURCE:**

Elsie Schiro  
Tracy Marshall  
Stacy Burrell

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN  
TARRANT COUNTY COLLEGE DISTRICT AND FORT WORTH  
INDEPENDENT SCHOOL DISTRICT FOR MARINE CREEK  
COLLEGIATE HIGH SCHOOL**

**BACKGROUND:**

An Early College High School (ECHS) is a school established under the Texas Education Code (TEC), §29.908, that enables a student in Grade 9, 10, 11, or 12 who is at risk of dropping out, as defined by the TEC, §29.081, or who wishes to accelerate completion of high school to combine high school courses and college-level courses. An ECHS program must provide for a course of study that, on or before the fifth anniversary of a student's first day of high school, enables a participating student to receive both a high school diploma and either an associate degree or at least 60 credit hours toward a baccalaureate degree. The Texas Education Agency has developed a designation process for Early College High Schools. Thereafter, an ECHS must re-apply each year to maintain its designation. Marine Creek Collegiate High School received ECHS designation in 2011. TEC §29.908, says that Texas ECHS programs, “must include articulation agreements with colleges, universities, and technical schools in this state to provide a participating student access to postsecondary education and training opportunities.” The MOU serves as this articulation agreement. The parties to this MOU desire to continue the Early College High School (ECHS) through the 2019-2020 school year.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Tarrant County College District and Fort Worth Independent School District for Marine Creek Collegiate High School
2. Decline to Approve Memorandum of Understanding Between Tarrant County College District and Fort Worth Independent School District for Marine Creek Collegiate High School
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding Between Tarrant County College District and Fort Worth Independent School District for Marine Creek Collegiate High School

**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**

Marine Creek Collegiate High School

**RATIONALE:**

If approved by the Board this Early College High School will continue serving students in grades 9-12 to provide opportunities for both workforce and academic dual credit College courses. Students have the potential to earn both a high school diploma and up to 60 College hours towards an Associate's Degree.

**INFORMATION SOURCE:**

Sherry Breed  
Sharon Meng  
Carrie Grant  
Benjamin Leos

**MEMORANDUM OF UNDERSTANDING BETWEEN  
TARRANT COUNTY COLLEGE DISTRICT AND  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
FOR  
MARINE CREEK COLLEGIATE HIGH SCHOOL**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a Texas political subdivision of higher education, on behalf of Tarrant County College Northwest Campus (hereinafter referred to as "College"), and the Fort Worth Independent School District ("ISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code;

WHEREAS, the parties to this MOU desire to continue the Early College High School (herein so called, or "ECHS") through the 2019-2020 academic year, which will begin by serving students in grade 9 (with subsequent years serving grades 9 – 14) to provide opportunities for both workforce (i.e., technical) and academic dual credit College courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who are: (1) highly motivated but have not received the academic preparation necessary to meet high school standards; (2) may be English language learners; (3) experience difficulty in experiencing a smooth transition into postsecondary education; and/or (4) have limited financial resources, and as a result, the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate's Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles (Section 2 below) of the ECHS, especially in providing dual credit classes with sufficient time for the students to complete an Associate's Degree; and

WHEREAS, Early College High Schools prepare high school students for successful

career and educational futures through a full integration of high school, college and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term

- A. The term of this MOU shall commence upon the execution of this MOU and will end on June 30, 2020, unless it is otherwise terminated in accordance with Section 6.
- B. The MOU shall be reviewed by the parties annually.
- C. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the parties shall review this MOU and may renew this MOU on approval of the College and ISD.

2. Guiding Principles

The College and ISD will function on the following principles:

- A. Establishment of a mutually beneficial partnership between the College and ISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all institutions.
- B. Collaboration in planning, implementation, and continuous improvement of ECHS programs including the provision for faculty, staff, administration, curriculum development, professional development and student services.
- C. Provision of rigorous college readiness, dual credit, and technical and early college credit courses.
- D. Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- E. Location of the ECHS on the College grounds with students integrated in campus facilities and College co-curricular activities.
- F. Use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success.
- G. Joint selection of students by ISD by application, interview and, if needed, by lottery, that reflects the diversity of ISD.
- H. Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- I. Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and THECB grading periods and policies.

**3. Scope of Agreement and Limitations of Authority**

The Scope of the Agreement and the parties agree as follows:

FWISD will send additional students in the freshman and sophomore classes until a population of 400-420 students has been reached.

**A. Governance**

**1. The ECHS will:**

- a. Be governed by ISD and subject to ISDs policies and state and federal law;
- b. Have the autonomy to operate as an ECHS on the ISD campus and on the College campus within the rules and guidelines established by the TEA, ISD and the College; and
- c. Operate in accordance with the terms of an Operations Manual (the "OM") and a Facilities Use Agreement (the "FUA") entered into by and between ISD and the College.

**2. ECHS Administration**

- a. Within the rules and guidelines established by TEA and ISD, the ECHS Administrator will have the authority to implement and supervise:
  - i. Governance;
  - ii. ISD staffing;
  - iii. ISD staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans and/or Teacher In Need of Assistance (TINA) plans that must be followed, and making recommendations for hiring, renewal, nonrenewal and termination;
  - iv. Budget;
  - v. Student assessment, curriculum and scheduling;
  - vi. Professional development;
  - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act ("FERPA"); and
  - viii. Parent and community involvement consistent with the mission and needs of the ECHS.
- b. Will direct the ECHS administrative assistant or designee in



entering attendance, grades and other data into the ISD student accounting system.

- c. Will report to the ISD Superintendent or his/her designee through the established ISD governance structure;
- d. Will serve as the primary contact for the ECHS with the community and the College.

3. Early College Partnership Council (“ECPC”)

- a. Serves as an advisory committee to the ECHS Administrator in establishing procedures and developing a coherent program across institutions.
- b. Membership on the ECPC will include, but not be limited to, representatives of ISD, the College and community members. The specific membership of the ECPC will be determined by the ISD Superintendent and College President or their designees. Members will include ISD and College administrators who have decision-making authority.
- c. The ECPC will meet quarterly and as needed to:
  - i. Assess instructional and programmatic activities;
  - ii. Identify problems, issues and challenges; and
  - iii. Make recommendations to the ECHS Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.

**B. Awarding Credit for Courses**

The College will award credit for courses for which Course Articulation Agreements have been approved and appear in the Dual Credit Course Articulation Agreement for ECHS, a copy of which is attached hereto as Exhibit “A” and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official college curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

**C. Duties of College**

The College shall have the following duties:

- 1. Waive tuition for students dually or concurrently enrolled in the ECHS approved courses;

2. Provide selection of text materials for those courses;
3. Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
4. Ensure that course documents and syllabi are followed;
5. Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
6. Ensure that all College core curriculum courses are in the students' individual graduation plans for dual credit by the beginning of their freshman year;
7. Designate personnel to monitor the quality of instruction in order to ensure compliance with the Dual Credit Course Articulation Agreement for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
8. Pay salaries of instructors who teach College courses;
9. Provide academic support for ECHS students; and
10. Provide an area per ISD and state and federal requirements in which students may eat the breakfast and/or lunch meals that ISD provides.
11. Provide a designated (non-exclusive) parking area for ECHS faculty, staff and designated students.

#### **D. Duties of ISD**

Fort Worth ISD shall have the following duties:

1. Consult with College faculty who teach dual credit courses in the design and implementation of these courses to ensure that course goals enable students to master the TEA's Texas Essential Knowledge and Skills and end of course testing and match the requirements of the THECB to ensure rigor;
2. Pay the salaries of Fort Worth ISD personnel;
3. Provide meals to qualifying students who participate in ECHS; and
4. Ensure that all ISD high school courses are in the students' individual graduation plans by the beginning of their freshman year, including dual credit courses.

#### **E. Enhanced Educational Opportunities**

The ECHS will implement the requirements of House Bill 5, including, but not limited to, a bridge academic enrichment program, as well as College

social and academic participation.

#### **F. Faculty**

Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”) requirements, as appropriate, will be provided by the College and ISD. To teach in ECHS, ISD employees must meet state certification requirements in their subject area to teach in the State of Texas.

ISD employees who teach classes at ECHS will meet all state requirements as well as “Highly Qualified” status under the federal No Child Left Behind Act of 2002. In addition, instructors that meet the same standard and approval procedures used by the College to select faculty responsible for teaching the same courses at the College will be granted “Adjunct Instructor Faculty Status” by the College and will be permitted to teach College level courses, when needed, adhering to the College course requirements.

ECHS faculty members employed by ISD will be evaluated annually by ISD using ISD guidelines and in accordance with ISD School Board policy and procedures. Additionally, with respect to College classes taught by ISD faculty members, the College shall supervise and evaluate such faculty members using the same or comparable procedures used for faculty at the College. ECHS faculty employed by the College will be evaluated in accordance with College policies and procedures.

#### **G. Classroom and Office Facilities**

1. All courses under this MOU, including college courses of the ECHS, will be conducted at the ISD ECHS facility and the College.
2. College shall provide office space for the high school administrative staff within the ECHS facility.
3. ECHS students, faculty and staff will have access to instructional and non-instructional materials and other resources available on the College campus in keeping with the Guiding Principles enumerated in Section 2.
4. The ECHS facilities will be provided, owned and maintained by the College, as more particularly set forth in the FUA.
5. The furniture, fixtures, equipment and inventory in the ECHS facility will be provided, owned and maintained by the College, as more

particularly set forth in the FUA.

#### **H. Tuition and Fees**

The College will waive tuition and fees for high school students enrolled in the ECHS dual credit courses based on the Dual Credit Course Articulation Agreement for the ECHS. The College will waive Texas Success Initiatives ("TSI") assessment administration costs.

#### **I. Books and Supplemental Materials**

1. College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the Dual Credit Course Articulation Agreement for the ECHS.
2. All textbooks and supplemental materials required for classes outlined in the Dual Credit Course Articulation Agreement for ECHS shall be provided by ISD.
3. All textbooks and supplemental materials required for classes not outlined under the provisions of the Dual Credit Course Articulation Agreement for ECHS shall be provided by ISD.
4. College approved textbooks purchased by ISD may be used for a time period of three years once the book is selected.
5. Selection and adoption of supplemental instructional materials, both print and digital, shall be jointly discussed by the College and ISD.

#### **J. Grading Policies**

College credit for each ECHS student should appear on the College transcript as that student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of ISD. ISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. ISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and ISD's authority in this matter.

#### **K. Recruitment, Selection and Enrollment of Students**

1. Student recruitment of ISD eighth graders will occur annually.
2. College will assist with recruitment, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the ECHS.

3. ISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
4. A student will not be given permission to transfer back to his or her original high school until the ECHS Administrator has counseled with the student, student's parent(s) and/or guardian(s), and the original high school principal. Modifications in placement shall be subject to ISD's transfer or exit policy in keeping with Operations enumerated in Section 4 of the Operations Manual.

**L. Instructional Calendar**

1. The instructional calendar will be based on the College master calendar.
2. Instruction and testing will follow the State Board of Education and TEA compliance standards.
3. Inclement weather procedures will be established in consultation with all parties to this MOU.

**M. Transportation**

ISD shall transport ECHS students to the College campus via ISD vehicles. It is expressly agreed that all such transportation by ISD, as well as the acts and omissions of all transportation personnel, are the sole and exclusive responsibility of ISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, ISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including reasonable attorney's fees and other professional fees that may be imposed upon, incurred by or asserted against the College, its trustees, officers, employees and agents, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, ISD shall maintain the insurance coverage agreed by the College and ISD. The provisions in the paragraph are solely for the benefit of the College, its trustees, officers, employees and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

**N. Student, Faculty and Staff Conduct**

ECHS students, faculty and staff shall adhere to:

1. Policies and procedures of ISD;

2. Procedures of the College;
3. Procedures listed in a student handbook prepared by ISD in consultation with the College;
4. Procedures listed in a teacher's manual prepared by ISD in consultation with the College;
5. Policies in the College Board of Trustees Policies and Administrative Procedures Manual.

**O. Media and Public Relations**

Media and public relations regarding the Early College High School will be managed cooperatively, according to ISD and College protocols, appropriate under the particular circumstances.

**P. Student Progress and Support**

The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily. In addition to class size reduction for math and providing tutoring during the school day, each student is assigned a mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At the College, students will receive the same support services provided to all College students.

ISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student service personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two institutions, as well as transferability and applicability to baccalaureate degree plans.

**Q. Evaluation, Research, and Development**

Under the supervision and/or cooperation of the ECPC, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

The parties will collect data on the ECHS program and students as required by state and federal law and their respective policies and procedures and will share that data with one another upon request. Neither party shall be required to collect data except as provided in this MOU, but a party may request that the other party collect additional data, and the requested party shall use good faith efforts to comply with reasonable requests, to the extent that compliance would not create an undue burden on the financial and human resources of the requested party. The ECHS Administrator will lead the ECPC in the annual review and completion of the annual report of the evaluation data collected by the parties.

#### **R. Project Reporting**

Under the supervision and/or cooperation of the ECPC, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

#### **4. Immunity and Limits of Liability**

The parties acknowledge that they are governmental entities subject to constitutional and statutory limitations on liability and damages and that neither party waives any immunity or defense in connection with any claims made in connection with or arising out of this MOU. The parties agree that neither party will be responsible for the other party's acts of negligence which may arise in connection with 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.

#### **5. Termination**

Subject to the provisions of Section 6 below, any party may terminate this MOU without cause on 120 days' written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of ISD, the making of a misrepresentation or false statement by one of the parties, or the

occurrence of a conflict of interest between the parties. If this MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU, in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

6. Discontinuation of Operation

- A. If operation of the ECHS should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- B. If operation of the ECHS should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS at the end of their 12th grade year. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.
- F. If the ECHS is discontinued, use of the ECHS facility will revert solely to the College, and ISD will remove any of its personal property in the ECHS facility, as more particularly set forth in the FUA.

7. Assignment

No party may assign their interest in the MOU without the written permission of the other party.

8. Limitations of Authority

- A. Neither party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnership, use of rights are granted or implied.
- B. This MOU represents the entire agreement by and between the parties and



supersedes all previous letters, understanding or oral agreements between the College and ISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.

- C. Neither 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 College, ISD and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

#### 9. Waiver

The failure of any party hereto to exercise the rights granted them 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.

#### 10. Applicable Law

This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas.

#### 11. Venue

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

#### 12. Miscellaneous Provisions

- A. Neither party shall have control over the other party with respect to its hours and times of operation, employment, etc., unless otherwise specifically agreed to in writing.
- 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.
- C. If the THECB adopts new guidelines for early college high school programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU, if necessary.

#### 13. Signatory Clause

The individuals executing this Agreement on behalf of the College District and ISD 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.

EXECUTED in duplicate original counterparts effective upon the execution date below.

\_\_\_\_\_  
Kent P. Scribner  
Superintendent, Fort Worth Independent School District

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Eugene Giovannini  
Chancellor, Tarrant County College District

\_\_\_\_\_  
Date

Approved as to Form:   
\_\_\_\_\_  
Fort Worth ISD Legal Services

\_\_\_\_\_  
Date

Approved as to Form:   
\_\_\_\_\_  
College Legal Services

\_\_\_\_\_  
Date

EXHIBIT "A"

ARTICULATION AGREEMENT WITH FORT WORTH INDEPENDENT  
SCHOOL DISTRICT

Attach executed copy.

**Operations Manual  
Tarrant County College  
Fort Worth Independent School District  
Marine Creek Collegiate High School**

THIS OPERATIONS MANUAL (the "OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College Northwest Campus ("TCC"), and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("ISD"), both pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School (the "ECHS") established pursuant to the terms of that certain Memorandum of Understanding (the "MOU") dated \_\_\_\_\_, entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

**1) Governance**

- In accordance with the provisions of Section 3(A) of the MOU and subject to the operation of law, the operations of the ECHS and incidents that occur within the ECHS building (or portion of a building, if the ECHS is located in a shared facility) (the "ECHS Defined Area") when the facility is in use for ECHS purposes, shall be governed by ISD and subject to ISD's policies and procedures.
- Any incident involving ECHS faculty, staff, and students that occurs outside the ECHS Defined Area shall be governed by TCC and subject to TCC's policies and procedures.
- Operation of the ECHS building by TCC when the facility is not in use for ECHS purposes and any incident that occurs inside the ECHS building during TCC's use of the building shall be governed by TCC and subject to TCC's policies and procedures.
- The ECHS Defined Area will be subject to TCC fire safety policies and procedures, but NISD will be responsible for conducting and documenting mandated fire safety drills.

**2) Safety and Health**

- **ISD will provide a full-time, on-site, appropriately trained and experienced health assistant for the ECHS, supported by appropriately credentialed nursing and resource nursing staff, all in accordance with ISD policies and procedures as well as applicable law. To the extent required by such policy and law, the nursing services provided shall include, but shall not be limited to, maintenance of accurate and up-to-date health records for each ECHS student (including immunization records), all health-related screenings needed, first aid and emergency care, administering medications and performing specialized healthcare procedures with the direction of the appropriate healthcare professional and the written consent of the ECHS student's parent(s) or guardian(s).**
- **ISD shall require that ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.**
- **In case of a health emergency inside the ECHS Defined Area, the ISD Health Services Department procedures and policies will be implemented, and the TCC Police Department will be fully informed and engaged where necessary.**
- **In case of a health emergency outside the ECHS Defined Area, the TCC Crisis Management Plan will be followed, and the ISD Health Services Department will be fully informed and engaged where necessary.**
- **In case of any other emergency outside the ECHS Defined Area, the TCC Police Department procedures and policies will be implemented, and the ISD Security Department will be fully informed and engaged where necessary.**
- **The counselor to be provided by ISD shall be experienced and shall be assigned to the ECHS full-time. Respective duties shall include, but shall not be limited to, providing individual counseling (including crisis counseling); assisting with classroom management issued; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, ISD policy and procedure.**
- **TCC shall provide all ECHS students, faculty and staff with standard TCC identification badges.**
- **ISD shall require that ECHS students wear their TCC identification badges at all times when they are on TCC property.**
- **ISD will provide security for the ECHS Defined Area at all times when the facility is in use for ECHS purposes, in accordance with applicable law and ISD policies and procedures. The ISD will monitor the entrances of the ECHS building. The TCC Police Department will be fully informed and engaged where necessary.**

- All ISD personnel and/or contract security personnel providing security in the ECHS Defined Area will undergo training with TCC's Police Department prior to undertaking such services at the ECHS.
- ISD shall be responsible for Clery reporting to the TCC Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. ISD shall make such reports to the TCC Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- The TCC Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to ISD security personnel in the ECHS building as needed and/or upon request.
- The TCC Police Department will provide security for all areas of TCC property outside the ECHS Defined Area, in accordance with applicable law and TCC policies and procedures, and the ISD Security Department will be fully informed and engaged where necessary.
- ISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether ISD, TCC or contract custodial. Charges associated with such background checks will be borne by ISD.
- ISD shall manage the Internet bandwidth in the ECHS Defined Area and shall be solely responsible for compliance with the federal Children's Internet Protection Act of 2000 and all related state and federal statutes and regulations. Such compliance shall include, but shall not be limited to, adopting and implementing an internet safety policies addressing:
  - (a) access by minors to inappropriate matter on the Internet;
  - (b) the safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications;
  - (c) unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
  - (d) unauthorized disclosure, use, and dissemination of personal information regarding minors; and
  - (e) measures designed to restrict minors' access to material harmful to minors, including the installation of appropriate filters on ECHS computers and other electronic devices and systems.

### 3) Staffing

- The number of instructional and support staff to be provided by each party will be determined in accordance with each party's respective policies and procedures, as well as applicable law. However, it is anticipated that those determinations also

will be made on a proportional basis, taking into account the number of students currently in attendance or selected to become a member of the new ninth grade cohort, compared to the total ECHS student population. Additionally, the determination will take into account the specific needs of the ECHS student population (such as those of medically fragile students) when determining staffing levels. Such determination shall be calculated each academic term before the date that each party must make teacher contract decisions. Notwithstanding the foregoing, in the event that either party reasonably determines that any component of the other party's staffing model for the ECHS is consistently inadequate (even if compliant with law and policy), the parties will consult with one another about the deficiencies, and the non-compliant party will use good faith diligent efforts to address the issues to the reasonable satisfaction of the other party.

- The Principal shall be provided by Fort Worth ISD and shall be a Fort Worth ISD employee.

#### **4) Operations**

- ISD shall require that ECHS students wear standardized dress with an ECHS insignia (approved by both TCC and ISD) at all times when they are on TCC property.
- ISD shall require that the parents (or guardians) of all ECHS students have executed the Parental Notification, Release and Consent form set forth in the ECHS Student Handbook on or before the first day of each academic term, and a copy thereof has been provided to TCC.
- ISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in ISD's administrative software.
- TCC shall insure that grades for College courses are correctly and timely entered in TCC's administrative software.
- TCC will not provide ECHS students with computers, laptops or e-readers, and to the extent the ISD elects to provide students with such equipment, ISD shall first confirm with TCC that the hardware and software for such equipment is compatible with TCC's computer system.
- ISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in these support efforts.



- ISD shall provide an exit procedure for academically underperforming students who no longer meet the requirements to continue enrollment in collegiate coursework in accordance with section K4 of the MOU.
- ECHS faculty and staff shall be permitted to participate in TCC's in-house professional development courses at no charge.

**5) Expiration or Termination**

- Expiration or earlier termination of the MOU shall automatically terminate this OM.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

\_\_\_\_\_  
 Kent P. Scribner  
 Superintendent, Fort Worth Independent School District

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Eugene Giovannini  
 Chancellor, Tarrant County College District

\_\_\_\_\_  
 Date

Approved as to Form, \_\_\_\_\_  
 Fort Worth ISD Legal Services

\_\_\_\_\_  
 Date

Approved as to Form: \_\_\_\_\_  
 College Legal Services

\_\_\_\_\_  
 Date



**Facilities Use Agreement  
Tarrant County College  
Fort Worth Independent School District  
Marine Creek Collegiate High School**

THIS FACILITIES USE AGREEMENT (the "FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, A Texas political subdivision of higher education, on behalf of Tarrant County College Northwest Campus ("TCC"), and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("ISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School (the "ECHS") established pursuant to the terms of that certain Memorandum of Understanding (the "MOU") dated \_\_\_\_\_, entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

**1) Use of Facilities**

- TCC will designate facilities for a high school facility on the Northwest Campus of Tarrant County College. Sole ownership of such building(s) lies with TCC.
- TCC reserves the right to use the ECHS building for TCC courses and activities after hours (as hereinafter set forth) and on weekends, provided, however, TCC will schedule its courses and activities in consultation with ISD to allow for optimal use by both parties.
- ISD will provide TCC with a calendar with all scheduled events on or before 30 days before the commencement of each semester.
- ISD shall use the ECHS building solely for ECHS school-related functions. All other purposes will require the prior written consent of TCC.

**2) Furniture and Equipment**

- TCC will provide and own the necessary furniture, fixtures, equipment, and inventory (the "Furniture") for the ECHS.
- All Furniture must comply with TCC standards of selection.

- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to TCC standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCC standards of selection. Provided, however, if it is conclusively determined that a party, its agents, employees, invitees or students was responsible for damage to the others party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

### **3) Maintenance**

- Maintenance/ Custodial responsibilities will be that of TCC and shall be to the same standard and intervals as the rest of the TCC-Northwest campus.
- In the event ISD holds an event or other activity in the ECHS building or on the grounds of the TCC-Northwest campus, and that event or activity requires custodial support that is beyond the scope of the services generally provided, any additional cost for such additional services shall be borne by the requesting ISD.

### **4) Utilities**

- TCC shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- TCC shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff, and faculty shall have access to TCC's communications and technology services as they are constituted from time to time, subject to the application of TCC's Acceptable Use Guidelines for Computing and Technology Resources as they are promulgated from time to time.

### **5) Insurance**

- TCC shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by TCC. The foregoing insurance and any other insurance carried by TCC may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of TCC and under TCC's sole control. ISD shall have no right or claim to any proceeds thereof or any rights thereunder.

- ISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all-risk") property insurance covering the Furniture and other personal property of ISD within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute.. ISD shall provide TCC with a certificate of coverage or other document demonstrating ISD's ability to self-insure.

## **6) Ingress, Egress, Access and Parking**

- TCC grants ISD reasonable ingress and egress to the ECHS building during the hours set forth below, including without limitation the right to use adjacent streets and sidewalks owned and / or controlled by TCC.
- TCC shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per TCC policy, as it exists from time to time. A parking area on the Northwest campus of TCC shall be designated (non-exclusively) for ECHS use.
- The ECHS building shall be open and available to ECHS students, faculty, and staff Monday through Friday, 7:00 a.m. through 7:00 p.m., during the academic term as determined by TCC's master calendar.
- Should ISD require access to the ECHS building other than during such hours or for calendared events referenced above, it will require the prior written consent of TCC.

## **7) Safety and Health**

- Video Surveillance and key card/automatic lock system for the ECHS facility will be provided by TCC, pursuant to TCC's facilities guidelines and procedures.
- TCC will install warning message clocks if in use in other TCC facilities.

## **8) Expiration or Termination**

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to TCC, and any personal property owned by ISD will be removed by ISD.
- ISD shall be responsible for any damage caused by the removal of its personal property from TCC property.

- In the event ISD fails to remove all or any portion of its personal property from the ECHS building on or before thirty (30) days after the expiration or earlier termination of the MOU, TCC shall give ISD written notice requesting removal, and if ISD has not removed such remaining items on or before thirty (30) days after the date of such notice, such remaining personal property and furniture shall automatically become the property of TCC.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

\_\_\_\_\_  
 Kent P. Scribner  
 Superintendent, Fort Worth Independent School District

\_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Eugene Giovannini  
 Chancellor, Tarrant County College District

3/7/17  
 \_\_\_\_\_  
 Date

Approved as to Form:   
 Fort Worth ISD Legal Services

3/9/17  
 \_\_\_\_\_  
 Date

Approved as to Form:   
 College Legal Services

03-08-17  
 \_\_\_\_\_  
 Date

**EXHIBIT A**  
**APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES**  
Tarrant County College District

PEIMS Code	FWISD HS Dual Credit Courses <i>Designated course numbers below are required for coding dual credit on the transcript.</i>	HS Credit	TCCD Course Title <i>Advanced measures are noted in terms of the TCCD course numbers, see last column.</i>	College Hours	TSI Requirement and/or Prerequisite	Advanced Measures Earned for a Grade of 3.0 or higher
<b>Academic Preparatory</b>						
N1290050	(ECHS only) Dual Credit College Transition A/B (CLGTRN A/B DC) <i>FWISD #0668 A/B</i>	1.0	Learning Framework (EDUC 1300)	3	NA	1
<b>Electives</b>						
3221200	(ECHS only) Dual Credit Creative Writing T (CREAT WR T DC) <i>FWISD #3135 T</i>	0.5	Creative Writing I (ENGL 2307)	3	ENGL 1301	1
<b>English</b>						
03220300	Dual Credit English III A (ENG 3A DC) <i>FWISD #3039 A</i>	0.5	English Composition I (ENGL 1301)	3	TSI Writing	1
	Dual Credit English III B (ENG 3B DC) <i>FWISD #3039 B</i>	0.5	English Composition II (ENGL 1302)	3	ENGL 1301	1
03220400	Dual Credit English IV A (ENG 4A DC) <i>FWISD #3040 A</i>	0.5	English Composition I (ENGL 1301)	3	TSI Writing	1
	Dual Credit English IV B (ENG 4B DC) <i>FWISD #3040 B</i>	0.5	English Composition II (ENGL 1302)	3	ENGL 1301	1
	Dual Credit English IV A (ENG 4A DC) <i>FWISD #3041 A</i>	0.5	British Literature I to 1800 (ENGL 2322)	3	ENGL 1302	1
	Dual Credit English IV B (ENG 4B DC) <i>FWISD #3041 B</i>	0.5	British Literature II Since 1800 (ENGL 2323)	3	ENGL 1302	1
	Dual Credit English IV A (ENG 4A DC) <i>FWISD #3046 A</i>	0.5	American Literature I to 1865 (ENGL 2327)	3	ENGL 1302	1
	Dual Credit English IV B (ENG 4B DC) <i>FWISD #3046 B</i>	0.5	American Literature II Since 1865 (ENGL 2328)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: Mexican-American Literature T (IND ENG: MEXAMERLIT T DC) <i>FWISD #3144 T</i>	0.5	Mexican-American Literature (ENGL 2351)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: World Literature I T (IND ENG WLIT I T DC) <i>FWISD #3146 T</i>	0.5	World Literature I to 1650 (ENGL 2332)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: World Literature II T (IND ENG WLIT II T DC) <i>FWISD #3147 T</i>	0.5	World Literature II From 1650 (ENGL 2333)	3	ENGL 1302	1

**APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES**  
Tarrant County College District

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§	(ECHS only) Dual Credit Independent Study in English: Forms of Literature I T (IND ENG FORLIT I T DC) FWISD #3148 T	0.5	Forms of Literature I (ENGL 2342)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: Forms of Literature II T (IND ENG FORLIT II T DC) FWISD #3149 T	0.5	Forms of Literature II (ENGL 2343)	3	ENGL 1302	1
<b>English Elective</b>						
03221500	Dual Credit Literary Genres T (LIT GENR T DC) FWISD #3043 T	0.5	British Literature I to 1800 (ENGL 2322)	3	ENGL 1302	1
	Dual Credit Literary Genres T (LIT GENR T DC) FWISD #3047 T	0.5	American Literature I to 1865 (ENGL 2327)	3	ENGL 1302	1
§	Dual Credit Independent Study in English: British Literature T (IND ENG: BRITLIT T DC) FWISD #3142 T	0.5	British Literature II Since 1800 (ENGL 2323)	3	ENGL 1302	1
	Dual Credit Independent Study in English: British Literature T (IND ENG: BRITLIT T DC) FWISD #3048 T	0.5	American Literature II Since 1865 (ENGL 2328)	3	ENGL 1302	1
03221100	Dual Credit Research/Technical Writing T (TECH WR T DC) FWISD #3137 T	0.5	Technical and Business Writing (ENGL 2311)	3	ENGL 1301 recommended	1
<b>§ INDEPENDENT STUDY IN ENGLISH (use the following PEIMS numbers for the courses listed above)</b>						
	<b>PEIMS Numbers</b>		<b>COURSE TITLE</b>			
	03221800		Independent Study in English (First Time Taken for ½ - 1 credit)			
	03221810		Independent Study in English (Second Time Taken for ½ - 1 credit)			
	03221820		Independent Study in English (Third Time Taken for ½ - 1 credit)			
<b>Fine Arts</b>						
03500110	(ECHS only) Dual Credit Art, Level I, Art Appreciation I A/B (ART1APP DC) FWISD #1108 A/B	1.0	Art Appreciation (ARTS 1301)	3	NA	1
<b>Health</b>						

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**APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES**  
Tarrant County College District

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03810100	(ECHS only) Dual Credit Health Education T (HLTH ED T DC) FWISD #5002	0.5	Personal and Community Health (PHED 1304)	3	NA	1
<b>Languages Other than English/World Languages</b>						
03980100	Dual Credit American Sign Language I A/B (ASL 1 A/B DC) FWISD #4414 A/B	1.0	American Sign Language (ASL) I (SLNG 1404)	4	NA	1
03980200	Dual Credit American Sign Language II A/B (ASL 2 A/B DC) FWISD #4416 A/B	1.0	American Sign Language (ASL) II (SLNG 1405)	4	NA	1
03980300	Dual Credit American Sign Language III A/B (ASL 3 A/B DC) FWISD #4418 A/B	1.0	American Sign Language (ASL) III (SLNG 1444)	4	NA	1
03980400	Dual Credit American Sign Language IV A/B (ASL 4 A/B DC) FWISD #4420 A/B	1.0	American Sign Language (ASL) IV (SLNG 1445)	4	NA	1
03410100	Dual Credit French I A/B (FREN 1 A/B DC) FWISD #4127 A/B	1.0	Beginning French I (FREN 1411)	4	NA	1
03410200	Dual Credit French II A/B (FREN 2 A/B DC) FWISD #4129 A/B	1.0	Beginning French II (FREN 1412)	4	FREN 1411 recommended	1
03420100	Dual Credit German I A/B (GERMAN 1 A/B DC) FWISD #4187 A/B	1.0	Beginning German I (GERM 1411)	4	NA	1
03420200	Dual Credit German II A/B (GERMAN 2 A/B DC) FWISD #4189 A/B	1.0	Beginning German II (GERM 1412)	4	GERM 1411 recommended	1
03440100	Dual Credit Spanish I A/B (SPAN 1 A/B DC) FWISD #4067 A/B	1.0	Beginning Spanish I (SPAN 1411)	4	NA	1
03440200	Dual Credit Spanish II A/B (SPAN 2 A/B DC) FWISD #4069 A/B	1.0	Beginning Spanish II (SPAN 1412)	4	SPAN 1411 recommended	1
03440300	Dual Credit Spanish III A (SPAN 3 A DC) FWISD #4078 A	0.5	Intermediate Spanish I (SPAN 2311)	3	SPAN 1412 recommended	1
	Dual Credit Spanish III B (SPAN 3 B DC) FWISD #4078 B	0.5	Intermediate Spanish II (SPAN 2312)	3	SPAN 2311 recommended	1
<b>Mathematics</b>						
03101100	Dual Credit Precalculus I A (PRE CALC 1A DC) FWISD #7122 A	0.5	College Algebra (MATH 1314)	3	TSI Math	1

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Tarrant County College District

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	<b>Dual Credit Precalculus I B (PRE CALC 1B DC)</b> <i>FWISD # 7120 B</i>	0.5	Pre-Calculus Math (MATH 2412)	4	MATH 1314 with a minimum grade of C	1
A3100101	<b>(ECHS only) AP/Dual Credit Calculus AB (APCALCAB A/B DC)</b> <i>FWISD #7125 A/B</i>	1.0	Calculus I (MATH 2413)	4	MATH 2412 with a minimum grade of C	1
A3100102	<b>(ECHS only) AP/Dual Credit Calculus BC (APCALCBC A/B DC)</b> <i>FWISD #7127 A/B</i>	1.0	Calculus II (MATH 2414)	4	MATH 2413 with a minimum grade of C	1
8	<b>(ECHS only) Dual Credit Multivariable Calculus and Its Applications I A/B (MVCALCU 1AB DC)</b> <i>FWISD # 7133 A/B</i>	1.0	Calculus III (Math 2415)	4	MATH 2414 with a minimum grade of C	1
	<b>(ECHS only) Dual Credit Calculus Based Statistics I A/B (PROB/STA1A/B DC)</b> <i>FWISD #7237 A/B</i>	1.0	Elementary Statistical Methods (MATH 1342)	3	TSI Math	1
	<b>(ECHS only) Dual Credit Linear Algebra I T (UNALG 1T DC)</b> <i>FWISD #7279 T</i>	0.5	Linear Algebra (MATH 2318)	3	MATH 2414 with a minimum grade of C	1
	<b>(ECHS only) Dual Credit Ordinary Differential Equations and Their Applications IA DC (ORDIRFEQ 1A DC)</b> <i>FWISD #7135 A</i>	0.5	Differential Equations (MATH 2320)	3	MATH 2414 with a minimum grade of C	1
	<b>(ECHS only) Dual Credit Ordinary Differential Equations and Their Applications IA DC (ORDIRFEQ 1B DC)</b> <i>FWISD #7135 B</i>	0.5	Differential Equations and Linear Algebra (MATH 2421)	4	MATH 2414 with a minimum grade of C	1
<b>∞ INDEPENDENT STUDY IN MATHEMATICS (use the following PEIMS numbers for the courses listed above)</b>						
	<b>PEIMS Numbers</b>	<b>COURSE TITLE</b>				
	03102500	First Time Taken for ½ - 1 credit				
	03102501	Second Time Taken for ½ - 1 credit				
	03102502	Third Time Taken for ½ - 1 credit				
<b>Physical Education</b>						
PES00052	<b>(ECHS only) Dual Credit Foundations of Personal Fitness T (PEFOUND T DC)</b> <i>FWISD #5058 T</i>	0.5	Introduction to Physical Fitness and Sport (PHED 1164)	1	NA	0

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Tarrant County College District

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PES00055	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS T DC) FWISD #5070 T	0.5	Aerobic Fitness - Beginning (PHED 1102)	1	NA	0
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS T DC) FWISD #5072 T	0.5	Bowling - Beginning (PHED 1104)	1	NA	0
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS T DC) FWISD #5043 T	0.5	Golf - Beginning (PHED 1111)	1	NA	0
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS T DC) FWISD #5074 T	0.5	Kickboxing - Beginning (PHED 1113)	1	NA	0
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS T DC) FWISD # 5044 T	0.5	Yoga - Beginning (PHED 1134)	1	NA	0
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS T DC) FWISD # 5042 T	0.5	Recreational Sports - Beginning (PHED 1116)	1	NA	0
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS T DC) FWISD # 5041 T	0.5	Swimming - Beginning (PHED 1122)	1	NA	0
<b>Science</b>						
03040000	Dual Credit Chemistry A (CHEM A DC) FWISD #7599 A	0.5	General Chemistry I (CHEM 1411 + CHEM 1411 Lab)	4	MATH 1314	1
	Dual Credit Chemistry B (CHEM B DC) FWISD #7599 B	0.5	General Chemistry II (CHEM 1412 + CHEM 1412 Lab)	4	CHEM 1411 and MATH 1314	1
03050000	Dual Credit Physics A (PHYSICS A DC) FWISD #7624 A	0.5	College Physics I (PHYS 1401 + PHYS 1401 Lab)	4	MATH 1314 and MATH 1316 or MATH 2412	1
	Dual Credit Physics B (PHYSICS B DC) FWISD #7624 B	0.5	College Physics II (PHYS 1402 + PHYS 1402 Lab)	4	PHYS 1401	1
13020600	Dual Credit Anatomy and Physiology A (ANATPHYS A DC) FWISD #HSD02062 A	0.5	Anatomy and Physiology I (BIOL 2401 + BIOL 2401 Lab)	4	TSI in all areas	1

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**APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES**  
Tarrant County College District

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13020000	Dual Credit Anatomy and Physiology B (ANATPHYS B DC) FWISD #HSD02062 B	0.5	Anatomy and Physiology II (BIOL 2402 + BIOL 2402 Lab)	4	TSI in all areas and BIOL 2401	1
13037200	(ECHS only) Dual Credit Scientific Research and Design A (SCIRD A DC) FWISD # STD37202 A	0.5	Biology for Science Majors I (BIOL 1406 + BIOL 1406 Lab)	4	MATH 1314 recommended	1
	(ECHS only) Dual Credit Scientific Research and Design B (SCIRD B DC) FWISD # STD37202 B	0.5	Biology for Science Majors II (BIOL 1407 + BIOL 1407 Lab)	4	TSI in all areas and BIOL 1406 and MATH 1314	1
13020700	(ECHS only) Dual Credit Medical Microbiology T (MICRO T DC) FWISD #HSD02071 T	0.5	Microbiology for Non-Science Majors (BIOL 2420 + BIOL 2420 Lab)	4	TSI in all areas	1
03020000	(ECHS only) Dual Credit Environmental Systems AB (ENVIRSYS A/B DC) FWISD # 7680 AB	1	Environmental Biology (BIOL 2406 + BIOL 2406 Lab)	4	TSI in all areas; MATH 1314 recommended	1
N112027	(ECHS only) Dual Credit Organic Chemistry A (ORGCHEM A DC) FWISD #7604 A	0.5	Organic Chemistry I (CHEM 2423 + CHEM 2423 Lab)	4	CHEM 1412	1
	(ECHS only) Dual Credit Organic Chemistry B (ORGCHEM B DC) FWISD #7604 B	0.5	Organic Chemistry II (CHEM 2425 + CHEM 2425 Lab)	4	CHEM 2423	1
03060201	(ECHS only) Dual Credit Integrated Physics and Chemistry A/B (IPHYCHEM A/B DC) FWISD #7535 A/B	1	Physical Science (PHYS 1415 + PHYS 1415 Lab)	4	NA	1
03030000	(ECHS only) Dual Credit Aquatic Science A/B (AQUASCI A/B DC) FWISD #7537 A/B	1	Oceanography (GEOL 1445 + GEOL 1445 Lab)	4	NA	1
03060200	(ECHS only) Dual Credit Earth and Space Science A/B (ESS A/B DC) FWISD #7539 A/B	1	Earth Sciences (GEOL 1401 + GEOL 1401 Lab)	4	NA	1
03060100	(ECHS only) Dual Credit Astronomy 1A (ASTRMY A DC) FWISD #7708 A	0.5	Stars and Galaxies (PHYS 1403 + PHYS 1403 Lab)	4	NA	1
	(ECHS only) Dual Credit Astronomy 1B (ASTRMY B DC) FWISD # 7708 B	0.5	Solar System (PHYS 1404 + PHYS 1404 Lab)	4	NA	1
<b>Social Studies</b>						
3320100	(ECHS only) Dual Credit World Geography A (WGEO A DC) FWISD #8006 A	0.5	Physical Geography (GEOG 1301)	3	NA	1

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3320100	(ECHS only) Dual Credit World Geography B (WGEO B DC) FWISD #8006 B	0.5	Cultural Geography (GEOG 1302)	3	NA	1
3340400	(ECHS only) Dual Credit World History Studies A (W HIST A DC) FWISD #8034 A	0.5	World Civilization I (HIST 2321)	3	NA	1
	(ECHS only) Dual Credit World History Studies B (W HIST B DC) FWISD #8034 B	0.5	World Civilization II (HIST 2322)	3	NA	1
03340100	Dual Credit United States History Studies Since 1877 A (US HIST A DC) #8042 A	0.5	United States History I to 1876 (HIST 1301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
	Dual Credit United States History Studies Since 1877 B (US HIST B DC) FWISD #8042 B	0.5	United States History II since 1876 (HIST 1302)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
03310300	Dual Credit Economics with Emphasis on the Free Enterprise System and Its Benefits T (ECO-FE T DC) # 8094 T FWISD	0.5	Principles of Macroeconomics (ECON 2301)	3	NA	1
03330100	Dual Credit United States Government T (GOVT T DC) FWISD #8079 T	0.5	Federal Government (GOVT 2305)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
03350100	Dual Credit Psychology T (PSYCH T DC) FWISD #8123 T	0.5	General Psychology (PSYC 2301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
03370100	Dual Credit Sociology T (SOC T DC) FWISD #8115 T	0.5	Introduction to Sociology (SOC 1301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
‡	Dual Credit Special Topics in Social Studies: Principles of Microeconomics T (SPTSS: MICROECON T DC) FWISD #8095 T	0.5	Principles of Microeconomics (ECON 2302)	3	ECON 2301 recommended	1
‡	Dual Credit Special Topics in Social Studies: Philosophy T (SPTSS: INTRPHIL T DC) #8039 T FWISD	0.5	Introduction to Philosophy (PHIL 1301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1

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**APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES**

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‡	<b>(ECHS only) Dual Credit Special Topics in Social Studies: History of Mexico T (SPTSS: HISTMEX T DC)</b> <i>FWISD #8043 T</i>	0.5	Mexican-American History I to 1876 (HIST 2327)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
‡	<b>(ECHS only) Dual Credit Special Topics in Social Studies: Texas Government T (SPTSS: TXGOVT T DC)</b> <i>FWISD #8073 T</i>	0.5	Texas Government (GOVT 2306)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
<b>‡ INDEPENDENT STUDY IN SOCIAL STUDIES (use the following PEIMS numbers for the courses listed above)</b>						
	<b>PEIMS Numbers</b>		<b>COURSE TITLE</b>			
	03380002		Special Topics in Social Studies (First Time Taken for ½ - 1 credit)			
	03380022		Special Topics in Social Studies (Second Time Taken for ½ - 1 credit)			
	03380032		Special Topics in Social Studies (Third Time Taken for ½ - 1 credit)			
	03380042		Special Topics in Social Studies (Fourth Time Taken for ½ - 1 credit)			
<b>Speech</b>						
3241400	<b>Dual Credit Communication Applications T (COMMAPP T DC)</b> <i>FWISD #3129 T</i>	0.5	Introduction to Speech Communication (SPCH 1311)	3	NA	1
13009900	<b>(ECHS only) Dual Credit Professional Communication T (PROFCOMM T DC)</b> <i>FWISD #AVD09901 T</i>	0.5	Business and Professional Communication (SPCH 1321)	3	NA	1
3241200	<b>(ECHS only) Dual Credit Independent Study in Speech T (IND SPCH T DC)</b> <i>FWISD #3130 T</i>	0.5	Public Speaking (SPCH 1315)	3	NA	1

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**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVE REVISION OF CONTRACT WITH BIRDEVILLE  
INDEPENDENT SCHOOL DISTRICT RELATED TO THE 2016-2017  
ADULT EDUCATION PROGRAM**

**BACKGROUND:**

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

Our current sub-recipient providers are Workforce Solutions for Tarrant County, The Learning Center of North Texas, Tarrant County College District, Arlington ISD, and Birdville ISD. They are each awarded funds to provide Adult Education related services.

The contracts between the FWISD, as the fiduciary agent, and the subcontractors, as contracted service providers, must be completed annually. Each contract outlines the funds to be used and the number of students the sub-recipient is agreeing to serve.

The TWC added supplemental funds to the 2016-2017 grant disbursement to serve an additional 515 students. The item before you today is to increase the Birdville ISD contract by \$32,079 related to their commitment to serve an additional 51 students of our the 515 students added through the state supplemental funding

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Revision of Contract with Birdville Independent School District Related to the 2016-2017 Adult Education Program
2. Decline to Approve Revision of Contract with Birdville Independent School District Related to the 2016-2017 Adult Education Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Revision of Contract with Birdville Independent School District Related to the 2016-2017 Adult Education Program

**FUNDING SOURCE**

*Additional Details*

Grant	309-93-6493-001-569-24-602-000000-17F02 - \$25,663.20
	382-93-6493-001-609-24-600-000000-17S38 - \$6,415.80

**COST:**

\$32,079

**VENDOR:**

Birdville ISD

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Adult Education Location Throughout Tarrant County

**RATIONALE:**

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

**INFORMATION SOURCE:**

Sherry Breed  
Edward Spears



It is hereby agreed by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Fort Worth, Tarrant County, Texas (hereinafter referred to as “District”) on behalf of the Tarrant County Adult Education and Literacy Consortium, and *Birdville Independent School District (BISD)* to execute Adult Education and Literacy programs funded under Texas Workforce Commission (TWC) RFP 320-14-10 as prescribed by the Adult Education and Family Literacy Act (AEFLA).

**Services:**

*Adult Basic Education (ABE), Adult Secondary Education (ASE), English Language Acquisition (ELA) and English Literacy and Civics (EL Civics)* services will be provided by *BISD* as part of the Tarrant County Adult Education and Literacy Consortium (TCAELC). The District will serve as the designated financial agent for the TCAELC.

*BISD* acknowledges that they are expected to comply with all federal, state, and local statutes and regulations including, but not limited to, Federal anti-discrimination laws, the Workforce Investment and Opportunity Act (WIOA), Federal Performance Measures, Texas Workforce Commission (TWC) Adult Education Rule 805, TWC grant requirements, and FWISD OAE Standard Operating Procedures (SOP).

*BISD* acknowledges that they will submit to monitoring, evaluations, and audits of all records, sites, and services provided. These evaluations and audits may be conducted by representatives of the granting agency or the FWISD OAE.

*BISD* will provide:

- instructional data and expenditure reporting on a MONTHLY basis as outlined in the FWISD OAE Standard Operating Procedures (SOP) to include invoices of cost reimbursement on a monthly basis;
- aforementioned services in neighborhood sites including campus and community agencies;
- qualified and experienced instructional and support personnel as applicable to the program and within budgetary limits;
- course registration, administration and evaluation;





- permanent record of students' participation in the course. This record will be available at the students' request;
- a signed "Release of Information" form from each student authorizing the release of information;
- compliance to all Personally Identifiable Information (PII) procedures as outlined by the FWISD OAE;
- distribution of a TCAELC Certificate of Completion;
- student recruitment efforts in concert with TCAELC as well as community-based and social service organizations;
- students with flexible entry into the program beyond the initial starting date based on calendar enrollment dates and space availability and with guidance from the *BISD*;
- administrative services such as maintaining normal accounting records of *BISD*'s incurred expenditures respective to this program within appropriate guidelines;
- computer hardware and software, audio visual equipment and related items used in the instructional process.

As the fiscal agent for TCAELC, the District acknowledges that through the FWISD OAE it is expected to comply with all federal, state, and local statutes and regulations including, but not limited to, Federal anti-discrimination laws, the Workforce Investment and Opportunity Act (WIOA), Federal Performance Measures, Texas Workforce Commission (TWC) Adult Education Rule 805, and TWC grant requirements.

The District through the FWISD OAE will provide:

- grant administration services, such as maintaining normal accounting records of expenditures incurred respective to this provider's program within appropriate guidelines;
- student recruitment efforts in concert with TCAELC and the provider, as well as community-based and social service organizations;
- regular program and financial reporting to provider as a partner in the TCAELC;



- course registration, administration and evaluation support and assistance; and
- a TCAELC certificate of completion for distribution through the provider for each student upon successful completion of the program.

**Term:**

The period of performance under this Agreement will be from July 1 **2016** to June 30 **2017** unless terminated at an earlier date as provided herein or extended by amendment to this Agreement

**Compensation:**

As the fiscal agent, the District will reimburse **BISD** up to **\$ 193,299** in **AEFLA Federal Program** funds for services provided for a maximum of **380** qualified students.

As the fiscal agent, the District will reimburse **BISD** up to **\$45,886** in **TANF Federal and State** funds for services provided for a maximum of **380** qualified students.

Within the **380** qualified student count, a minimum of **14** students must be qualified **Career Pathway** students and a minimum of **16** students must be qualified **Transitions** students.

As the fiscal agent, the District will reimburse **BISD** up to **\$2,762.97** in **Professional Development** funds for qualifying professional development.

Funds will be disbursed only after the District has received grant funds from TWC and in the cadence specified by the grant.



<b>OBJECT OF EXPENSE (OOE) COST CATEGORIES</b>	<b>AEFLA Federal</b>	<b>AEFLA State</b>	<b>TANF Federal &amp; State</b>	<b>EL CIVICS</b>	<b>TOTAL</b>	<b>Professional Development</b>
<b>ADMINISTRATIVE COSTS</b>						
Payroll Costs	\$0	\$0	\$0	\$0	\$0	\$0
Professional and Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies and Materials	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0
Other Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
<b><u>Sub-Total Administrative Costs</u></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PROGRAM SERVICES COSTS</b>						
Payroll Costs	\$173,000	\$0	\$42,632	\$0	\$215,632	\$500
Professional and Contracted Services	\$1,500	\$0	\$422	\$0	\$1,922	\$0
Supplies and Materials	\$18,299	\$0	\$2,332	\$0	\$20,631	\$0
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0
Other Operating Expenses	\$500	\$0	\$500	\$0	\$1,000	\$2,262.97
Indirect Costs (see instructions)	\$0	\$0	\$0	\$0	\$0	\$0
<b><u>Sub-Total Program Services Costs</u></b>	<b>\$193,299</b>	<b>\$0</b>	<b>\$45,886</b>	<b>\$0</b>	<b>\$239,185</b>	<b>\$2,762.97</b>
<b>TOTAL GRANT FUNDS REQUESTED</b>	<b>\$193,299</b>	<b>\$0</b>	<b>\$45,886</b>	<b>\$0</b>	<b>\$239,185</b>	<b>\$2,762.97</b>



**Designated Administrative Contacts:**

The FWISD OAE will serve as the administrative contact for the FWISD and the TCAELC.

Their contact information is:

Fort Worth ISD Office of Adult Education  
Edward L. Spears, II  
5701 Meadowbrook Drive  
Building #1  
Fort Worth, TX 76112  
817-468-7960

*Adrienne Walker* will serve as the administrative contact for *BISD*.

Their contact information is:

*Birdville ISD Grant Department*  
*Adrienne Walker*  
*6117 East Belknap Street*  
*Haltom City, TX 76117*  
*(817) 547-5751*  
*adrienne.walker@birdvilleschools.net*

Both parties agree to notify the other in writing within 72 hours of any change in their contact information.





**Termination:**

The Agreement may be terminated by either party without cause upon delivery of a written 30 day termination notice. Immediate termination will occur upon receipt of written notice delivered to the other party, should a party breach the agreement in a manner dangerous to the health or safety of persons at said location where instruction is to be conducted.

**Amendments:**

This agreement can only be amended in writing through the process outlined in the FWISD OAE SOP and upon the signatures of all related parties to any such amendments. Any reallocation of funds greater than 25% will require an amendment. Any unbudgeted activities to be added will require an amendment.

**Notices:**

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

- (1) Fort Worth Independent School District, Office of Adult Education

Attn.: Edward Spear

5701 Meadowbrook Drive, Bldg. 1

Fort Worth, Texas 76112

- (2) With Copies to:

Fort Worth Independent School District

Office of Legal Services

Attn: Chief Legal Counsel

100 N. University Dr., Ste. SW 172

Fort Worth, Texas 76107



**(3) To Provider:**

Company Name: Birdville ISD

Name of Contact: Adrienne Walker

Address: 6117 East Belknap Street

Haltom City, TX 76117

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

**FOR DISTRICT:**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR Birdville ISD:**

Signed: Darrell G. Brown  
Name: Dr. Darrell G. Brown  
Title: Superintendent  
Date: 03/21/2017

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVE THE EARLY COLLEGE HIGH SCHOOL CALENDAR FOR THE 2017-2018 SCHOOL YEAR**

**BACKGROUND:**

Every year the Fort Worth ISD Board of Trustees approves school calendars developed with input from a calendar committee and different organizational groups. The recommended 2017-2018 calendars meet the 75,600 minutes' state requirement. They are designed to meet the instructional needs of the students in our schools. Testing dates, staff development waiver days, holidays, snow days, fall, winter, and spring breaks were considered and discussed when developing the calendar.

Attached you will find a copy of the recommended calendar.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Early College High School Calendar for the 2017-2018 School Year.
2. Decline to Approve the Early College High School Calendar for the 2017-2018 School Year.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Early College High School Calendar for the 2017-2018 School Year.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

## **PURCHASING MECHANISM**

Not a purchase

### ***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

All Fort Worth ISD schools and communities.

### **RATIONALE:**

Approval of the 2017-2018 school year calendars will provide advanced information for school personnel, parents, students, and community regarding the coming school year.

### **INFORMATION SOURCE:**

Sammy Monge



# Early College High School

## 2017-2018 School Calendar

August 2017						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2017						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2017						
Su	M	Tu	W	Th	F	S
1	(2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2017						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	(6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2017						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2018						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	(26	27	28			

March 2018						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2018						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	(16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2018						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2018						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- |   |  |   |
|---|--|---|
| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #008000; border: 1px solid black; margin-right: 5px;"></span> First and Last Day of School</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #00B0F0; border: 1px solid black; margin-right: 5px;"></span> Spring Break</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FF69B4; border: 1px solid black; margin-right: 5px;"></span> TCC First and Last Day of the semester</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FF0000; border: 1px solid black; margin-right: 5px;"></span> School Closed/Holidays</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FFFF00; border: 1px solid black; margin-right: 5px;"></span> Snow Days (teacher)</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FFA500; border: 1px solid black; margin-right: 5px;"></span> Snow Days (students)</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></span> Trade-Off Day (Waiver Day)</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #808080; border: 1px solid black; margin-right: 5px;"></span> Teacher Prep/In-Service Day District PD</li> </ul> |
|---|--|---|

### Fall Semester: 81 Days

1<sup>st</sup> Six Weeks – 29 Days Aug. 21-Sept. 29, 2017  
 2<sup>nd</sup> Six Weeks – 25 Days Oct. 2-Nov. 3, 2017  
 3<sup>rd</sup> Six Weeks – 27 Days Nov. 6-Dec. 15, 2017

### Spring Semester: 93 Days

4<sup>th</sup> Six Weeks – 33 Days Jan. 9-Feb. 23, 2018  
 5<sup>th</sup> Six Weeks – 30 Days Feb. 26-April 13, 2018  
 6<sup>th</sup> Six Weeks – 30 Days April 16-May 25, 2018

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVE WAIVER TO BOARD POLICY GKD (LOCAL) FEES FOR THE USE OF ATHLETIC FACILITY**

**BACKGROUND:**

Policy GKD (LOCAL) restricts the use of central athletic facilities to District schools, other local schools, colleges, and governmental agencies. Furthermore, groups who use central athletic facilities must be assessed a fee for the use.

Administration is requesting a waiver to the provisions in this policy to allow Fort Worth Vaqueros FC, an American amateur soccer club to use Farrington Field on May 20, 2017. In lieu of Vaqueros paying rental fees, the game will be used as a fundraiser for FWISD. However, if out of pocket expenses are incurred for the use of the facility the Vaqueros organization will be responsible for the cost.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Waiver To Board Policy GKD (Local) Fees For The Use Of Athletic Facility
2. Decline to Approve Waiver To Board Policy GKD (Local) Fees For The Use Of Athletic Facility
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Waiver To Board Policy GKD (Local) Fees For The Use Of Athletic Facility

**FUNDING SOURCE**

*Additional Details*

Game Proceeds

**COST:**

\$2751 - \$3550 Rental Fee to be waived

**VENDOR:**

Vaqueros

**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

**RATIONALE:**

The waiver will benefit FWISD students through the awards of future scholarships and hosting a FWISD night will support employee wellness for FWISD employees.

**INFORMATION SOURCE:**

Art Cavazos  
Elsie Schiro

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVE FIRST READING (TASB UPDATES) - REVISIONS TO BOARD POLICY BEC (LOCAL), BED (LOCAL), DEC (LOCAL), FDA (LOCAL), AND FDB (LOCAL)**

**BACKGROUND:**

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

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve First Reading (TASB Updates) - Revisions to Board Policy BEC (LOCAL), BED (LOCAL), DEC (LOCAL), FDA (LOCAL), and FDB (LOCAL).
2. Decline to Approve First Reading (TASB Updates) - Revisions to Board Policy BEC (LOCAL), BED (LOCAL), DEC (LOCAL), FDA (LOCAL), and FDB (LOCAL).
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Approve First Reading (TASB Updates) - Revisions to Board Policy BEC (LOCAL), BED (LOCAL), DEC (LOCAL), FDA (LOCAL), and FDB (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

▲ BEC(LOCAL): BOARD MEETINGS - CLOSED MEETINGS

**SPECIAL NOTES:**

There is a recommendation for the deletion of this policy. There are no choices for the District to make, and there is no requirement for a local policy statement. Everything required is explained in BEC(LEGAL).

Attachment:  
BEC(LEGAL)

MIA HALL, DIRECTOR

Fort Worth ISD  
220905

BOARD MEETINGS  
CLOSED MEETINGS

BEC  
(LOCAL)

~~The Board shall maintain only a certified agenda of closed meetings.~~

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DATE ISSUED: 1/7/1991  
LDU021  
BEC(LOCAL)-X

ADOPTED:

1 of 1

# Board Policy Review

## ▲ BED(LOCAL): BOARD MEETINGS - PUBLIC PARTICIPATION

### **SPECIAL NOTES:**

Amendments were recommended to this policy previously by the Committee and they are reflected in this "draft" of BED(LOCAL).

MIA HALL, DIRECTOR



BOARD MEETINGS  
PUBLIC PARTICIPATION

BED  
(LOCAL)

CITIZEN  
PARTICIPATION

The Board shall solicit the advice and counsel of citizens in planning and operating the District.

COMPLAINTS AND  
CONCERNS

The presiding officer or designee shall determine whether a person addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the person shall be referred to the appropriate policy (see list below) to seek resolution:

Employee complaints: DGBA

Student or parent complaints: FNG

Public complaints: GF

LIMIT ON  
PARTICIPATION

Audience participation at a Board meeting is limited to the portion of the meeting designated for that purpose. At all other times during Board meetings, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

PUBLIC COMMENT

At all regular and special meetings, with the exception of Board workshops, the Board shall allot ~~60 minutes~~ one hour to hear persons who desire to make comments to the Board regarding an item on the agenda or not on the agenda.

In addition, the Board shall allow persons to make comments to the Board regarding an agenda item at any regular or special meeting during the agenda portion of that meeting.

Following the posting of the Board meeting agenda, persons who wish to participate in either portion of the meeting shall sign up either by contacting the Board of Education office by telephone at least until 12:00 p.m. on the day of one hour before the meeting or by signing up with the presiding officer or designee at the Board meeting no later than 15 minutes prior to the start of the meeting.

TIME LIMIT

The total time for public comment shall not exceed one hour and speakers will be allowed on a time-available, priority bases; preference shall be given to those citizens who have not appeared before the Board within 30 days and citizens addressing items on the meeting agenda. No presentation shall exceed three minutes and time allotments for any one item shall not exceed 30 minutes.

However, additional speakers on the same subject shall be allowed when all presentations have not exceeded the allotted one hour for public comment. and persons may not relinquish their time to another speaker and delegations of five or more persons and representatives of groups or organizations shall appoint one person to present their views before the Board with the time not to exceed five minutes.

BOARD MEETINGS  
PUBLIC PARTICIPATION

BED  
(LOCAL)

AGENDA  
PRESENTATION

A request to place an item on the agenda in order to address the Board shall be made in writing to the Superintendent's office in accordance with time lines established at BE(LOCAL). The request shall include the person's name, address, telephone number, and the subject matter to be presented.

If a citizen's request has been scheduled on the agenda, the Board shall make whatever response or take whatever action it deems appropriate to handle the matter. Such response or action may include:

1. Providing an immediate response or taking immediate action.
2. Referring the matter to the Superintendent for action or for further recommendations.
3. Referring the matter to a later meeting for further discussion or study.
4. Indicating that the matter will be taken under advisement.

BOARD'S  
RESPONSE

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

None of the above restrictions shall prevent the Board from consulting with personnel who may have information germane to the matters under consideration. Such persons shall be invited by the Board and may include attorneys, architects, professional educators, physicians, and the like.

DISRUPTION

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any person continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the person removed from the meeting.

# Board Policy Update

## ▲ DEC(LOCAL): COMPENSATION & BENEFITS - LEAVES & ABSENCES

### **NOTABLE CHANGES:**

- Introduction to "PTO" - Paid time off.
- Local & State Leave is made available for use at the beginning of the school year.
- Vacation is available for use after six (6) months of employment and can only be used as accrued.
- PTO can be recorded in whole or half day increments.
- Payroll deductions will be made for those who do not retain advance approval for planned PTO.
- Employees may be absent for up to three (3) before medical certification is required.
- Clarified that "reasons for absence" should not be considered by supervisors when approving employee PTO requests.
- Amended the twelve (12) month FMLA period from the fiscal calendar to September 1 through August 31.
- Clarified "job abandonment."
- Clarified "exhaustion of leave."
- Clarified "abuse of leave."
- Clarified "frequent absences."

## PROPOSED POLICY

DEFINITION

The term "immediate family" is defined as:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a current son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, current parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent, grandchild, and spouse's grandparent.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA (LEGAL).

FAMILY EMERGENCY

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

LEAVE DAY

A "leave day" for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

PAID TIME OFF - PTO

**"Paid Time Off" (PTO) is defined as a bank of days in which Fort Worth ISD pools state, local, and vacation that allows employees to use the days as need or desire arises.**

AVAILABILITY

The District shall make state personal leave, **local leave and vacation leave** for the current year available for use at the beginning of the school year. **To be eligible to use vacation leave, employees must have worked a minimum of six months.** ~~Local leave shall be made available as earned.~~ **When an employee is on a leave of absence, all leave balances will be kept current (accrued as earned) until the employee returns to work.**

EARNING LOCAL LEAVE

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

DEDUCTIONS – LEAVE WITHOUT PAY	The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved <b><u>absence for which the employee did not obtain advance approval from an authorized supervisor</u></b> or absences beyond accumulated and available paid leave shall result in deductions from the employee’s pay.
LEAVE PRORATION	If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.
EMPLOYED FOR LESS THAN FULL YEAR	If an employee separates from employment before the last duty day of the school year, the employee’s final paycheck shall be reduced for: <ol style="list-style-type: none"><li>1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and</li><li>2. Local leave the employee used but had not earned as of the date of separation.</li></ol>
EMPLOYED FOR FULL YEAR	If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee’s pay in accordance with administrative regulations.
RECORDING	Leave shall be recorded as follows: <ol style="list-style-type: none"><li>1. Leave shall be recorded in <b><u>whole or</u></b> half-day increments for all employees, <b><u>as applicable</u></b>.</li><li>2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.</li></ol>
ORDER OF USE	Earned compensatory time shall be used before any available PTO <del>paid state and local leave.</del> <b><u>Available PTO shall be used before deducting from employee’s pay. [See DEA]</u></b>  Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable: <ol style="list-style-type: none"><li>1. Local leave.</li><li>2. State sick leave accumulated before the 1995–96 school year.</li><li>3. State personal leave.</li></ol>

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

4. Vacation previous.

5. Vacation current.

CONCURRENT USE OF  
LEAVE

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.

When an employee is absent ten or more consecutive workdays for medical reasons, the District shall require the employee to request a leave of absence.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

MEDICAL  
CERTIFICATION

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than ~~three~~ two consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

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**Note:** For District contribution to employee insurance during leave, see CRD(LOCAL).

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SCHEDULED PTO

To minimize the impact on the educational program and other district operations, the Board requires employees to differentiate

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

the manner in which discretionary leave is taken (e.g., Scheduled PTO):

STATE  
PERSONAL  
LEAVE

All District employees (not substitute or temporary) is entitled to five days earned prorated consistent with their work schedule, with no limit of accumulation and no restrictions on transfer among districts.

LOCAL LEAVE

Each employee ~~that contributes to TRS~~ other than a substitute or temporary employee shall earn paid local leave days each school year, based on the number of months of service normally required for the employee's position:

Months normally required	Local leave days per year
10	5
11	6
12	7

Local leave shall accumulate without limit.

PTO REASONS

Paid time off (PTO) shall include time taken for:

1. Employee's own illness or injury, which prevents the employee from fulfilling his or her assigned duties;
2. Care of the employee's newborn child, the employee's adoption of a child, or placement of a child with the employee for foster care;
3. Illness or death in the employee's immediate family;
4. Leave for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995 [see DEC (Legal)];
5. Leave related to birth or placement of child and taken in the first year after the child's birth, adoption, or foster placement; and
6. Leave at the individual employee's discretion, subject to limitations set out below.

PTO DESIGNATION

~~Non-discretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.~~

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below. **Although PTO may be taken for any and all purposes as stated above, state, local, and vacation leave shall remain separated for accumulation and order of use purposes as deemed appropriate by employees.**

## LIMITATIONS

## REQUEST FOR LEAVE

The employee shall submit a written request to the immediate supervisor or designee three days in advance of the anticipated absence. **The absence should be reported in the district's automated absence reporting system.** Leave shall be granted on a first-come, first-serve basis with a maximum of ten percent of campus or departmental employees in each category permitted to be absent at the same time for discretionary use of state personal leave.

In deciding whether to approve or deny ~~state personal leave~~ **scheduled PTO requested by the employee**, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes.

## DURATION OF LEAVE

**Any scheduled PTO taken at the employee's discretion** use of state personal leave shall not exceed three consecutive workdays without prior written approval from the appropriate cabinet **Leadership Team Member** or designee. The use of vacation leave for more than three days shall only require the approval of the employee's immediate supervisor or designee.

## SCHEDULE RESTRICTIONS: CAMPUS-BASED EMPLOYEES

Discretionary **Any scheduled PTO taken at the employee's discretion** use of state personal leave shall not be permitted on the day before a school holiday, the day after a school holiday, days scheduled for end-of-semester or end-of-year exams, days during the first two weeks or last two weeks of the instructional year, or days scheduled for state-mandated assessments without prior written approval from the appropriate cabinet **Leadership Team Member** or designee. **Failure to obtain prior written approval may result in a deduction from the employee's pay.**

## NONCAMPUS

**The District will reasonably accommodate an employee's request to be absent from duty so long as it does not cause undue hardship on the department and/or District operations.**



COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

**BEREAVEMENT LEAVE** All District employees (not substitute or temporary) ~~other than a substitute or temporary employee~~ shall be granted two consecutive days of paid bereavement leave in the event of the death of a member of the employee's immediate family; however, this leave benefit shall be granted no more than five times within any two-year period.

**The employee may use up to five workdays per occurrence, however, only two of those workdays shall be permitted at no loss of accumulated leave.** If an employee has no available paid leave at the time of a death in the employee's immediate family, the District shall grant the employee a maximum of three additional days of bereavement leave for which the District shall deduct the daily rate of an appropriate substitute, whether or not a substitute is employed.

The District shall require appropriate documentation of the need for bereavement leave, in accordance with administrative regulations.

**See DEC(REGULATION) for limitations on duration.**

**SICK LEAVE PROGRAM**

An employee who has exhausted all available **PTO, whether from** state leave, local sick leave, and vacation leave, as applicable, may apply for additional leave days through the District's sick leave program (SLP). Leave days granted from the SLP shall be in accordance with the Board-approved bylaws, which are available in the health services office.

**LOCAL PREGNANCY /  
CHILDBIRTH /  
ADOPTION LEAVE**

All District employees (not substitute or temporary) shall be granted an unpaid leave of absence when the employee:

1. Suffers a disability caused by pregnancy or childbirth; or
2. Adopts or cares for a child no older than two years of age.

Local pregnancy/childbirth/adoption leave shall be for a maximum of six consecutive calendar weeks, as measured from the date of childbirth or adoption or the first official date of medical leave, whichever occurs first.

The District shall require the employee to use any paid leave, including compensatory time, concurrently with an unpaid local pregnancy/childbirth/adoption leave of absence.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

~~The District shall require the employee to use local pregnancy/childbirth/adoption leave concurrently with FMLA leave, as applicable.~~

~~If an employee who has been employed by the District for one year has insufficient available paid leave to cover the entire leave of absence, the District shall grant a maximum of 20 consecutive workdays of paid leave subject to deduction of the daily rate of a substitute for the employee's position for each day used, whether or not a substitute is employed.~~

~~The combined total of paid leave days—including state leave, local leave, vacation, and additional days granted subject only to a deduction of substitute pay—shall not exceed six consecutive calendar weeks of local pregnancy/childbirth/adoption leave.~~

~~If both spouses are employed by the District, the District shall limit the leave to a combined total of 6 weeks.~~

~~The employee shall notify the principal or other immediate supervisor or designee of the need for local pregnancy/childbirth/adoption leave, and shall contact the employee relations division in the human capital management department for the application procedure.~~

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**Note:** For provisions addressing vacation leave, see DED (Local) DEC(REGULATION)

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FAMILY AND MEDICAL  
LEAVE

TWELVE-MONTH  
PERIOD

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be ~~July 1 through June 30~~ September 1 through August 31.

COMBINED  
LEAVE FOR  
SPOUSES

If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]

INTERMITTENT  
OR REDUCED  
SCHEDULED  
LEAVE

The District shall ~~not~~ permit use of intermittent or reduced schedule FMLA leave under certain circumstances ~~for the care of a healthy newborn child or for the adoption or placement of a child~~

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

	with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]
CERTIFICATION OF LEAVE	If an employee requests leave, the employee shall provide certification of the need for leave as required by FMLA regulations. [See DECA(LEGAL)]
FITNESS-FOR-DUTY LEAVE	If an employee takes FMLA leave due to the employee's own serious health condition, before resuming work, the employee shall provide a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.
END OF SEMESTER LEAVE	If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER]
FAILURE TO RETURN	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA (LEGAL), RECOVERY OF BENEFIT COST]
TEMPORARY DISABILITY LEAVE	All District employees (not substitute or temporary) shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB (LOCAL) for temporary disability leave placement and DEC (LEGAL) for return to active duty.]  An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.
WORKERS COMPENSATION	<hr/> <b>Note:</b> Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.] <hr/>
	An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [See CRE].

COURT  
APPEARANCES

Absences to serve official petit jury duty, grand jury, or to comply with a valid subpoena shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance. Court appearances related to an employee's personal business not related to a valid subpoena are deducted from leave balances or deducted from the employee's pay.

The employee shall be allowed to retain any compensation received for jury service.

The employee shall notify his or her principal or other immediate supervisor or designee upon receipt of the summons and shall submit to the payroll office a copy of the jury summons, the subpoena, or other appropriate documentation.

JOB ABANDONMENT

An employee who is absent from duty for three consecutive days without notifying the immediate supervisor of his or her status and the anticipated date of return shall be dismissed from employment in accordance with Board Policy. [See DCD and DF series]

EXHAUSTION OF  
LEAVE

The District shall provide the employee written notice at the last known home address, as reflected in the system, regarding the expiration of his or her leave. At that time, the employee must provide appropriate medical release that he or she is able to return to duty and perform the essential functions of the job, if applicable. The employee eligibility for reasonable accommodations, as required by ADA [see DAA (Legal)], shall be considered if requested and if the employee provides the appropriate medical documentation.

If an employee fails to provide the appropriate medical release and/or documentation within the allotted time lines as stated in the notification and therefore does not return to work after exhausting all available paid and unpaid leave, the District shall automatically pursue termination, regardless of the reason for the absence. If terminated, the employee may apply for reemployment with the District.

GRAND JURY

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

~~Voluntary service on a grand jury must be approved in advance by an employee's immediate supervisor. For absences due to service on a grand jury, the employee may at his or her option, use available paid leave or take leave without pay.~~

**ASSAULT LEAVE**

**See DEC(LEGAL) for provisions on Assault Leave.**

**MILITARY LEAVE**

**See DECB(LEGAL) for provisions on Military Leave.**

**FREQUENT  
ABSENCES**

**When an employee's absences become a concern or a pattern of absences becomes established, the principal/supervisor shall review with the employee the reason for such absences. Such absences may be subject to verification.**

**ABUSE OF LEAVE**

An employee's abuse of leave policies, misrepresentation of the need to use leave, or falsification of documentation from a health care provider shall constitute grounds for appropriate disciplinary action, up to and including a recommendation for termination in accordance with District policies. [See DCD and DF series]

**District employees on leave of absence for ten or more days shall refrain from: (1) conducting District business, (2) attending school sponsored events or activities, and (3) visiting District property unless such conduct is related to the employee's leave status or parental obligations.**

# Board Policy Update

## ▲ **FDA(LOCAL): ADMISSIONS - INTERDISTRICT TRANSFERS**

### **RATIONALE**

These amendments have been proposed in an effort to recognize PEG students and to clarify policy regarding students who move during the course of the regular school year.

MIA HALL, DIRECTOR

ADMISSIONS  
INTERDISTRICT TRANSFERS

FDA  
(LOCAL)

AUTHORITY The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, ancestral language, sexual orientation, or gender identity or expression.

FACTORS In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.

TRANSFER REQUESTS A nonresident student wishing to transfer into the District shall file an application for transfer with the Superintendent or designee.

CHANGE OF RESIDENCE

A resident FWISD student who becomes a nonresident moves outside of their school attendance zone or the District during the course of the school year shall be permitted to continue in attendance at their current school for the remainder of the school year.

TRANSFERS FOR SCHOOLS OF CHOICE (OTHER THAN COMO MONTESSORI AND DAGGETT MONTESSORI SCHOOLS AND MARINE CREEK COLLEGIATE HIGH SCHOOL)

A nonresident student may make application for admission into a School of Choice by the application deadline established annually by the District. Selection for a School of Choice shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:

1. A resident sibling of a student currently enrolled at the requested School of Choice.
2. A child of a resident District employee.
3. A resident of the District.
4. A child of a nonresident District employee.
5. A nonresident student, subject to tuition.

TRANSFERS FOR COMO MONTESSORI OR SCHOOL, DAGGETT MONTESSORI SCHOOLS, OR MARINE CREEK COLLEGIATE HIGH SCHOOL

A nonresident student may make application for admission into Como Montessori School, ~~or~~ Daggett Montessori School, ~~or~~ ~~Marine Creek Collegiate High School~~ by the application deadline established annually by the District. Selection for these schools shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:

1. A resident of the attendance area of Como Elementary School for Como Montessori School; ~~a~~ ~~A~~ resident of the attendance area for Daggett Elementary School for Daggett Montessori School; ~~or a resident of the attendance area for Diamond Hill-Jarvis High School for Marine Creek Collegiate High School.~~
2. A resident sibling of a student currently enrolled at the requested school.
3. A child of a resident District employee.

ADMISSIONS  
INTERDISTRICT TRANSFERS

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(LOCAL)

TRANSFERS FOR  
PROGRAMS OF  
CHOICE

4. A resident of the District, but residing outside the attendance area of the requested school.
5. A child of a nonresident District employee.
6. A nonresident student, subject to tuition.

A nonresident student ~~may~~must make application for admission into a Program of Choice by the application deadline established annually by the District for consideration of acceptance. Selection for a Program of Choice shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:

1. A resident of the attendance area of the Program of Choice.
2. A resident sibling of a student currently enrolled in a Program of Choice at the requested school.
3. A child of a resident District employee.
4. A resident of the District, but residing outside the attendance area of the requested Program of Choice.
5. A child of a nonresident District employee.
6. A nonresident student, subject to tuition.

OPEN TRANSFERS

Students may not gain acceptance into Schools of Choice through the open transfer process.

Provided that a school or grade level has not reached capacity and the school does not have a Program of Choice waiting list, transfer requests shall be considered and granted on the following characteristics of each applicant, in this order of priority:

1. PEG student applying from a school within the District.
- ~~1.2.~~ A resident sibling of a student currently enrolled at the requested school.
- ~~2.3.~~ A child of a resident District employee.
- ~~3.4.~~ A resident of the District, but residing outside the attendance area of the requested school.
- ~~4.5.~~ A child of a nonresident District employee.
6. PEG student applying from a school outside the District.
- ~~5.7.~~ A nonresident student, subject to tuition.

A student, once accepted as a nonresident transfer, shall be permitted to complete enrollment in the school specified in the transfer



	application. A change in schools shall require a new application for transfer.
<del>CHANGE OF RESIDENCE</del>	<del>A resident student who becomes a nonresident during the course of the school year shall be permitted to continue in attendance for the remainder of the school year.</del>
CHILDREN OF NONRESIDENT DISTRICT EMPLOYEES	<p>A nonresident full-time or part-time (but not substitute or temporary) employee may request that his or her child attend District schools on a tuition-waived basis. If the employee ceases to work for the District, his or her child shall be permitted to continue in school for the remainder of the school year. Thereafter, the child shall be charged the annual tuition as determined by the Board.</p> <p>The student may attend the appropriate school in the pyramid where the parent works, depending on available space.</p> <p>A student, once accepted as a nonresident transfer, shall be permitted to complete enrollment in the school specified in the transfer application. A change in schools shall require a new application for transfer.</p>
TRANSPORTATION	Transportation for a nonresident student who is granted a transfer to attend a District school shall be the responsibility of the parent or guardian or of the student.
TRANSFER AGREEMENTS	A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.
WITHDRAWING FROM A PROGRAM OF CHOICE OR SCHOOL OF CHOICE	<p>A student who withdraws from any School of Choice or Program of Choice in which he or she is enrolled shall not be permitted to remain enrolled at the campus unless:</p> <ol style="list-style-type: none"><li>1. The student lives within the attendance area of the campus, if applicable; or</li><li>2. Space is available for the student to attend under the open transfer provisions of this policy, if applicable, and the principal approves an open transfer.</li></ol> <p>If the student does not continue enrollment at the campus, he or she shall be permitted to enroll in the campus located in the student's attendance area.</p> <p>If a student in grades 6–9 withdraws from a School of Choice or Program of Choice prior to the end of the first six-week grading period, a student on the waiting list for the School of Choice or Pro-</p>

gram of Choice shall be given an opportunity to enroll in the School of Choice or Program of Choice, in accordance with the priority order detailed in this policy.

TUITION

The Board shall determine, within statutory limits, the amount of tuition to be charged.

PROPERTY TAX  
OFFSET

A transfer student whose parent, guardian, or other person having sworn educational authority resides outside the District, but pays property taxes within the District shall be allowed to offset such property tax payments against tuition fees.

Procedures for receiving a tuition reduction include:

1. The parent or guardian shall provide required documentation including:
  - a. Documentation of tax payment.
  - b. Additional documentation required to determine ownership of the property if the parent or guardian is not listed as the owner.
2. The percentage of ownership of the assessed property by the parent or guardian shall determine the amount of tuition reduction.
3. The calculation of the reduction in tuition shall be based on the documented payment of school taxes for the year preceding the enrollment of the student. The reduction shall be a dollar-for-dollar reduction based on the amount of tax paid.
4. Based on the tuition rate approved by the Board, the amount of yearly tuition payments, including any reductions for property tax payment, shall be established by the administration prior to the student's enrollment in school. Once established, the yearly tuition payment amount shall not be adjusted or tuition payments refunded.

WAIVERS

In accordance with administrative procedures, the Superintendent may waive tuition:

1. For an individual student based on financial hardship upon written application by the student, parent, or guardian [see FP]; or
2. For interdistrict enrollment in designated District programs after accommodation of District students.

NONPAYMENT

The District may initiate withdrawal of students whose tuition payments are delinquent.

Fort Worth ISD  
220905

ADMISSIONS  
INTERDISTRICT TRANSFERS

FDA  
(LOCAL)

APPEALS

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

ADMISSIONS  
INTERDISTRICT TRANSFERS

FDA  
(LOCAL)

AUTHORITY	The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, ancestral language, sexual orientation, or gender identity or expression.
FACTORS	In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.
TRANSFER REQUESTS	A nonresident student wishing to transfer into the District shall file an application for transfer with the Superintendent or designee.
CHANGE OF RESIDENCE	A FWISD student who moves outside of their school attendance zone or the District during the course of the school year shall be permitted to continue in attendance at their current school for the remainder of the school year.
TRANSFERS FOR SCHOOLS OF CHOICE (OTHER THAN COMO MONTESSORI AND DAGGETT MONTESSORISCHOOLS )	<p>A nonresident student may make application for admission into a School of Choice by the application deadline established annually by the District. Selection for a School of Choice shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:</p> <ol style="list-style-type: none"><li>1. A resident sibling of a student currently enrolled at the requested School of Choice.</li><li>2. A child of a resident District employee.</li><li>3. A resident of the District.</li><li>4. A child of a nonresident District employee.</li><li>5. A nonresident student, subject to tuition.</li></ol>
TRANSFERS FOR COMO MONTESSORI OR DAGGETT MONTESSORI SCHOOLS,	<p>A nonresident student may make application for admission into Como Montessori School or Daggett Montessori School by the application deadline established annually by the District. Selection for these schools shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:</p> <ol style="list-style-type: none"><li>1. A resident of the attendance area of Como Elementary School for Como Montessori School. A resident of the attendance area for Daggett Elementary School for Daggett Montessori School.</li><li>2. A resident sibling of a student currently enrolled at the requested school.</li><li>3. A child of a resident District employee.</li><li>4. A resident of the District, but residing outside the attendance area of the requested school.</li></ol>

ADMISSIONS  
INTERDISTRICT TRANSFERS

FDA  
(LOCAL)

TRANSFERS FOR  
PROGRAMS OF  
CHOICE

5. A child of a nonresident District employee.
6. A nonresident student, subject to tuition.

A nonresident student must make application for admission into a Program of Choice by the application deadline established annually by the District for consideration of acceptance. Selection for a Program of Choice shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:

1. A resident of the attendance area of the Program of Choice.
2. A resident sibling of a student currently enrolled in a Program of Choice at the requested school.
3. A child of a resident District employee.
4. A resident of the District, but residing outside the attendance area of the requested Program of Choice.
5. A child of a nonresident District employee.
6. A nonresident student, subject to tuition.

Students may not gain acceptance into Schools of Choice through the open transfer process.

OPEN TRANSFERS

Provided that a school or grade level has not reached capacity and the school does not have a Program of Choice waiting list, transfer requests shall be considered and granted on the following characteristics of each applicant, in this order of priority:

1. PEG student applying from a school within the District.
2. A resident sibling of a student currently enrolled at the requested school.
3. A child of a resident District employee.
4. A resident of the District, but residing outside the attendance area of the requested school.
5. A child of a nonresident District employee.
6. PEG student applying from a school outside the District.
7. A nonresident student, subject to tuition.

A student, once accepted as a nonresident transfer, shall be permitted to complete enrollment in the school specified in the transfer application. A change in schools shall require a new application for transfer.

CHILDREN OF NONRESIDENT DISTRICT EMPLOYEES	<p>A nonresident full-time or part-time (but not substitute or temporary) employee may request that his or her child attend District schools on a tuition-waived basis. If the employee ceases to work for the District, his or her child shall be permitted to continue in school for the remainder of the school year. Thereafter, the child shall be charged the annual tuition as determined by the Board.</p> <p>The student may attend the appropriate school in the pyramid where the parent works, depending on available space.</p> <p>A student, once accepted as a nonresident transfer, shall be permitted to complete enrollment in the school specified in the transfer application. A change in schools shall require a new application for transfer.</p>
TRANSPORTATION	<p>Transportation for a nonresident student who is granted a transfer to attend a District school shall be the responsibility of the parent or guardian or of the student.</p>
TRANSFER AGREEMENTS	<p>A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.</p>
WITHDRAWING FROM A PROGRAM OF CHOICE OR SCHOOL OF CHOICE	<p>A student who withdraws from any School of Choice or Program of Choice in which he or she is enrolled shall not be permitted to remain enrolled at the campus unless:</p> <ol style="list-style-type: none"><li>1. The student lives within the attendance area of the campus, if applicable; or</li><li>2. Space is available for the student to attend under the open transfer provisions of this policy, if applicable, and the principal approves an open transfer.</li></ol> <p>If the student does not continue enrollment at the campus, he or she shall be permitted to enroll in the campus located in the student's attendance area.</p> <p>If a student in grades 6–9 withdraws from a School of Choice or Program of Choice prior to the end of the first six-week grading period, a student on the waiting list for the School of Choice or Program of Choice shall be given an opportunity to enroll in the School of Choice or Program of Choice, in accordance with the priority order detailed in this policy.</p>
TUITION	<p>The Board shall determine, within statutory limits, the amount of tuition to be charged.</p>

ADMISSIONS  
INTERDISTRICT TRANSFERS

FDA  
(LOCAL)

PROPERTY TAX  
OFFSET

A transfer student whose parent, guardian, or other person having sworn educational authority resides outside the District, but pays property taxes within the District shall be allowed to offset such property tax payments against tuition fees.

Procedures for receiving a tuition reduction include:

1. The parent or guardian shall provide required documentation including:
  - a. Documentation of tax payment.
  - b. Additional documentation required to determine ownership of the property if the parent or guardian is not listed as the owner.
2. The percentage of ownership of the assessed property by the parent or guardian shall determine the amount of tuition reduction.
3. The calculation of the reduction in tuition shall be based on the documented payment of school taxes for the year preceding the enrollment of the student. The reduction shall be a dollar-for-dollar reduction based on the amount of tax paid.
4. Based on the tuition rate approved by the Board, the amount of yearly tuition payments, including any reductions for property tax payment, shall be established by the administration prior to the student's enrollment in school. Once established, the yearly tuition payment amount shall not be adjusted or tuition payments refunded.

WAIVERS

In accordance with administrative procedures, the Superintendent may waive tuition:

1. For an individual student based on financial hardship upon written application by the student, parent, or guardian [see FP]; or
2. For interdistrict enrollment in designated District programs after accommodation of District students.

NONPAYMENT

The District may initiate withdrawal of students whose tuition payments are delinquent.

APPEALS

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

# Board Policy Update

## ▲ FDB(LOCAL): ADMISSIONS - INTRADISTRICT TRANSFERS

### RATIONALE

These amendments have been proposed in an effort to recognize PEG students, clarify policy regarding students who move during the course of the regular school year and to bring alignment to FDA(LOCAL).

MIA HALL, DIRECTOR



ADMISSIONS  
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB  
(LOCAL)

DISTRICT STUDENTS

Attendance areas shall be established by the Board. Each student shall be expected to attend school in the attendance area in which he or she resides except as provided below. The purpose of attendance areas is to promote neighborhood schools. A student's primary "home school" is always in the attendance area where the student resides. [See FD]

A student whose parent moves during the school year from one attendance area to another within the District shall be permitted to attend the school in which he or she was originally registered for the remainder of the school year.

REASSIGNMENT  
AUTHORITY AND  
APPROVAL

The Board delegates to the Superintendent or designee, inclusive of the principal when appropriate, the authority to assign and transfer any student from one school facility or classroom to another facility or classroom within the District.

CHANGE OF  
RESIDENCE

A FWISD student who moves outside of their school attendance zone or the District during the course of the school year shall be permitted to continue in attendance at their current school for the remainder of the school year.

TRANSFERS FOR  
SCHOOLS OF CHOICE  
(OTHER THAN COMO  
AND DAGGETT  
MONTESSORI  
SCHOOLS AND  
MARINE CREEK  
COLLEGIATE HIGH  
SCHOOL)

A student may make application for admission into a School of Choice by the application deadline established annually by the District. Selection for a School of Choice shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:

1. A resident sibling of a resident student currently enrolled at the requested School of Choice.
2. A child of a resident District employee.
3. A resident of the District.
4. A child of a nonresident District employee.
5. A nonresident student, subject to tuition.

TRANSFERS FOR  
COMO ~~MONTESSORI~~  
~~SCHOOL, OR~~ DAGGETT  
MONTESSORI  
SCHOOLS, ~~OR~~ MARINE  
CREEK COLLEGIATE  
HIGH SCHOOL

A student may make application for admission into Como Montessori School, Daggett Montessori School, or Marine Creek Collegiate High School by the application deadline established annually by the District. Selection for these schools shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:

1. A resident of the attendance area of Como Elementary School for Como Montessori School, Daggett Elementary School for Daggett Montessori School, or Diamond Hill-Jarvis High School for Marine Creek Collegiate High School.

2. A resident sibling of a student currently enrolled at the requested school.
3. A child of a resident District employee.
4. A resident of the District, but residing outside the attendance area of the requested school.
5. A child of a nonresident District employee.
6. A nonresident student, subject to tuition.

TRANSFERS FOR |  
PROGRAMS OF |  
CHOICE |

A student may-must make application for admission into a Program of Choice by the application deadline established annually by the District for consideration of acceptance. Selection for a Program of Choice shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:

1. A resident of the attendance area of the Program of Choice.
2. A resident sibling of a resident student currently enrolled in a Program of Choice at the requested school.
3. A child of a resident District employee.
4. A resident of the District, but residing outside the attendance area of the requested Program of Choice.
5. A child of a nonresident District employee.
6. A nonresident student, subject to tuition.

Students may not gain acceptance into Schools of Choice through the open transfer process.

WITHDRAWING FROM |  
A PROGRAM OF |  
CHOICE OR SCHOOL |  
OF CHOICE

A student who withdraws from any School of Choice or Program of Choice in which he or she is enrolled shall not be permitted to remain enrolled at the campus unless:

1. The student lives within the attendance area of the campus, if applicable; or
2. Space is available for the student to attend under the open transfer provisions of this policy, if applicable, and the principal approves an open transfer.

If the student does not continue enrollment at the campus, he or she shall be permitted to enroll in the campus located in the student's attendance area.

If a student in grades 6–9 withdraws from a School of Choice or Program of Choice prior to the end of the first six-week grading period, a student on the waiting list for the School of Choice or Program of Choice shall be given an opportunity to enroll in the School

of Choice or Program of Choice, in accordance with the priority order detailed in this policy.

OPEN TRANSFERS

Provided that a school or grade level has not reached capacity, and the school does not have a Program of Choice waiting list, a transfer request shall be considered and granted based on the following characteristics of each applicant, in this order of priority:

1. PEG student applying from a school within the District.
- ~~1.2.~~ A resident sibling of a resident student currently enrolled at the requested school.
- ~~2.3.~~ A child of a resident District employee.
- ~~3.4.~~ A resident of the District, but residing outside the attendance area of the requested school.
5. A child of a nonresident student, subject to tuition. District employee.
6. PEG student applying from a school outside the District.
- ~~4.7.~~ A nonresident student, subject to tuition [PK1].

MEDICAL  
REASSIGNMENTS

A reassignment may be granted, as determined by school authorities, for medical reasons. Documentation from a physician licensed to practice medicine shall be required, must describe the nature of the health problem, and set forth the reason a reassignment is medically necessary. A review team, consisting of the program director of health services, a physician, and a selected staff member shall screen each request for a medical reassignment.

GUIDELINES FOR  
TRANSFERS

The following guidelines shall apply:

1. Once a transfer is made outside of a student's attendance area, the school to which the student is reassigned shall become the student's secondary "home school."
2. A transfer, once made, shall remain in effect as long as the student is in the same school.
3. A transfer in prekindergarten and kindergarten may be granted so long as space is available at the receiving school. A prekindergarten transfer shall be granted for one year only. A kindergarten transfer shall remain in effect through grade 5.
4. A student shall have the right at all times to return to his or her primary "home school" or primary "home school" pyramid from a reassigned school upon application and notification to both principals.

5. A student who transfers or is reassigned and desires to participate in athletics shall be subject to the regulations listed in the District athletic handbook. A student-parent transfer agreement waiver shall be required in each instance.
6. In addition to athletic eligibility, a transfer between a primary and/or a secondary "home school" may affect other student activities (including academic honors).

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**Note:** For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.

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DRAFT

ADMISSIONS  
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB  
(LOCAL)

**DISTRICT STUDENTS** Attendance areas shall be established by the Board. Each student shall be expected to attend school in the attendance area in which he or she resides except as provided below. The purpose of attendance areas is to promote neighborhood schools. A student's primary "home school" is always in the attendance area where the student resides. [See FD]

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(OTHER THAN COMO  
AND DAGGETT  
MONTESSORI )**

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ADMISSIONS  
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB  
(LOCAL)

2. A resident sibling of a student currently enrolled at the requested school.
3. A child of a resident District employee.
4. A resident of the District, but residing outside the attendance area of the requested school.
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TRANSFERS FOR  
PROGRAMS OF  
CHOICE

A student must make application for admission into a Program of Choice by the application deadline established annually by the District for consideration of acceptance. Selection for a Program of Choice shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:

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A reassignment may be granted, as determined by school authorities, for medical reasons. Documentation from a physician licensed to practice medicine shall be required, must describe the nature of the health problem, and set forth the reason a reassignment is medically necessary. A review team, consisting of the program director of health services, a physician, and a selected staff member shall screen each request for a medical reassignment.

GUIDELINES FOR  
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The following guidelines shall apply:

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**Note:** For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.

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DRAFT



**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVE SECOND READING (TASB UPDATES) - REVISIONS TO BOARD POLICY BBFA (LOCAL), BBI (LOCAL), BDAA (LOCAL), BF (LOCAL), BJCF (LOCAL), DBB (LOCAL), DFFA (LOCAL), FEB (LOCAL), AND GRA (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 BBFA (LOCAL), BBI (LOCAL), BDAA (LOCAL), BF (LOCAL), BJCF (LOCAL), DBB (LOCAL), DFFA (LOCAL), FEB (LOCAL), and GRA (LOCAL).
2. Decline to Approve Second Reading (TASB Updates) - Revisions to Board Policy BBFA (LOCAL), BBI (LOCAL), BDAA (LOCAL), BF (LOCAL), BJCF (LOCAL), DBB (LOCAL), DFFA (LOCAL), FEB (LOCAL), and GRA (LOCAL).

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Second Reading (TASB Updates) - Revisions to Board Policy BBFA (LOCAL), BBI (LOCAL), BDAA (LOCAL), BF (LOCAL), BJCF (LOCAL), DBB (LOCAL), DFFA (LOCAL), FEB (LOCAL), and GRA (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

▲ BBFA(LOCAL): ETHICS - CONFLICT OF INTEREST DISCLOSURES

**SPECIAL NOTES:**

Attachment: Example of BBFA(LOCAL) - Houston ISD

Attachment: BBFA(EXHIBIT) - Standard Form

DEFINITIONS

CONFLICT OF INTEREST

A “conflict of interest” is any circumstance that could cast doubt on a Board member’s ability to act with total objectivity with regard to the District’s interests. A Board member’s loyalty to the District must be free from any conflicting interests.

The implication from the appearance of a conflict of interest is just as important as the implication of a real conflict. If an outside independent party might question the intent of a transaction or relationship, such transaction or relationship is deemed to impact the appearance of a conflict and therefore, should be avoided.

DUTY OF LOYALTY

A “duty of loyalty” is the principle of decision making conducted by putting the District’s interests ahead of any other interest.

A conflict arises when the Board member, or any member of the Board member’s family or an organization that employs or is about to employ a Board member or a member of the Board member’s family, has a substantial financial or other interest in the firm selected for an award. [See Local Government Code Section 171.002 for definition of substantial or other interest]

BOARD MEMBER FAMILY

As used herein, “Board member’s family” shall include persons related to the Board member by consanguinity (i.e., blood) within the third degree or by affinity (i.e., marriage) within the second degree.

An individual’s relatives within the third degree by consanguinity are the individual’s:

1. Parent or child (i.e., first degree);
2. Brother, sister, grandparent, or grandchild (i.e., second degree); and
3. Great-grandparent, great-grandchild, aunt or uncle who is a sibling of a parent of the individual, nephew or niece who is a child of a brother or sister of the individual (third degree).

Two persons are related to each other by affinity if they are married to each other or if the spouse of one of the persons is related by consanguinity to the other person. This provision shall also include any Board member’s partner or any other person who resides in the same household.

ENTITY

As used herein, the term “entity” shall apply to any individual, sole proprietorship; business; board; organization; nonprofit corporation; religious, educational, or nongovernmental organizations; political action committees; organized labor group and governmental institutions, whether incorporated or not, and their related officers, key employees, and/or other authorized representatives or agents, that a Board member knows, or has reason to know, has, is interested

in or is likely to become interested in, any financial interest such as contract, purchase, payment, claim or transaction with or against the District. Entity herein refers to either a single individual or a collective group of individuals.

A Board member is considered to have a conflict of interest when:

- The Board member, or any member of the Board member's family, has a substantial or other interest as a result of the Board member's position with the District;
- The Board member has the opportunity to influence the District's business, administrative, or other material decision in a manner that leads to personal gain or advantage to the Board member, the Board member's family member, or affiliated organization; or
- The Board member has any existing or potential financial interest, or other significant interest, that impairs the Board member's independence in the discharge of the Board member's responsibilities to the District.

Board members have a duty of loyalty to the District. The duty of loyalty requires Board members to put the interests of the District before all other interests including personal interests or external organizations of which Board members may be affiliated. The Board and District recognize and encourage interactions with other entities, elected officials, external employment, additional public service leadership, or volunteer service on boards that are interested in furthering the goals and objectives of the District, provided that such interaction does not interfere with the Board member's duty of loyalty responsibilities. Any conflict of interest set forth in this policy, including but not limited to employment or volunteer leadership service with any organization or board, whether incorporated or not, shall be subject to the disclosure, recusal, and abstention requirements.

CAMPAIGN  
CONTRIBUTIONS BY  
VENDORS OR  
OUTSIDE  
ORGANIZATIONS

A Board member shall disclose a campaign contribution or loan and recuse himself or herself from voting on a contract, agreement, or any other District transaction with any entity financially interested in the outcome of a Board proceeding, including nonprofit organizations, if the entity and its related officers, key employees, and/or other authorized representatives or agents have provided campaign contributions or loans to the Board member during the preceding 12-month period in excess of \$2000. Further, an entity that is financially interested in the outcome of a contract or the outcome of a competitive bidding or purchasing process may not make a campaign contribution or loan to a Board member at any

BOARD MEMBER  
GIFTS OR GRATUITIES

time during the code of silence period, until execution of an awarded contract by all required parties. [See CAA(LOCAL)]

Except as provided herein, Board members are prohibited from accepting anything of value or benefit including, but not limited to, entertainment, sports tickets, travel, food, and lodging from any entity the Board member knows or has reason to know, has, is interested in or is likely to become interested in any contract, purchase, payment, claim, or transaction with or against the District beyond an aggregate from any entity greater than \$50 in any preceding 12 months to an individual Board member or the Board member's family member. Board members shall disclose all instances where acceptance of over \$50 in benefits from any entity the Board member knows or has reason to know, has, is interested in, or is likely to become interested in any contract, purchase, payment, claim, or transaction with or against the District and shall abstain from any vote or decision related to that entity as provided herein. [See ABSTENTION, below. See CAA(LOCAL) for specifics related to E-Rate.]

This provision shall not apply to:

- Gifts, things of value, or benefits received because of kinship, or personal, professional, or business relationship independent of the official status of the official. Penal Code 36.10(a)(2) [See BBFB(LEGAL)]
- Benefits or things of value to which the Board member or the Board member's family member is lawfully entitled;
- Benefits or things of value for which the Board member gives legitimate consideration in a capacity other than as a Board member;
- Official functions of the District;
- Official functions during a formal education conference;
- Functions of nonprofit organizations that are raising funds for the benefit of District students; and
- Honoraria or expenses. [See BBFB(LEGAL)]

DISCLOSURE  
REQUIREMENTS

Each Board member shall, by 5:00 p.m. on January 15 and July 15 of each year, file with the District's Board of Education Office a Board-approved form Disclosure of Interest Related to the Fort Worth Independent School District. [See BBFA(EXHIBIT)] The January 15 report shall cover activities during the preceding six months of July 1 through December 31, and the July 15 report shall cover activities during the preceding six months of January 1

through June 30. The form shall provide, among other matters, conflict of interest disclosure of all direct and indirect interests related to the District, as well as gifts, honorarium, and other payments that are unrelated to services performed or goods furnished by the Board member from any party who does business with the District or who is interested in doing business with the District. Board member disclosures shall be posted on the District's Web site under Board of Board members.

The completion of the Disclosure of Interest Report is independent of a Board member's legal responsibility to file political contribution reports under Title 15, Election Code.

Additionally, as soon as a Board member learns of a potential conflict of interest as defined herein, but in no event not less than five days from the posting of the notice of the meeting at which the Board is to take action on a contract that includes a conflict of interest, the Board member shall disclose the conflict by filing with the District's Board of Education Office an updated statement identifying the contract in which the Board member or the Board member's family has a substantial interest. [See BBFA(EXHIBIT)]

At regularly scheduled Board meetings, the Board President shall remind Board members of the conflict of interest requirements and shall request disclosure for any matters under consideration on that day's agenda. Furthermore, the Board member shall excuse himself or herself and abstain from all discussions and votes pertaining to the contract.

RECUSAL

In addition to disclosing all conflicts in writing, the Board member with a conflict of interest, including a conflict related to the duty of loyalty, shall disclose the conflict and refrain from participating in any discussion regarding any contract, proposed contract, or transaction that will provide a monetary benefit to any entity in which the Board member has a conflict of interest.

ABSTENTION

In addition to disclosure and recusal from any discussion of a contract or transaction in which a Board member has a conflict, the Board member shall also abstain from any vote or decision on any matter involving the conflict.

[See BBE(LOCAL) regarding Board actions regarding questions, concerns, or issues related to Board member conflict of interest disclosures, Board member voting on contract awards, and/or any related questions regarding conflicts among Board members as well as provisions for complaints against Board members.]

If a Board member discloses that he or she has a conflict of interest in a matter before the Board and has properly recused himself

or herself, the remaining Board members, if determined appropriate, may inquire and review all material facts related to the transaction to confirm that the transaction is a benefit to the District. The Board may make inquiries to determine the following:

- Whether the Board member with a conflict attempted to or did exercise influence over District staff members to encourage the District to proceed with the matter.
- For contracts or procurement, whether District staff members employed best practices and complied with District policies related to competitive bidding. This includes ensuring staff members complied with competitive bidding advertising and proposal solicitation requirements; have documented that their selection was made in accordance with the criteria published in the Request for Proposal or Invitation to Bid; and have attested that the decision-making process was free from undue influence from Board members and other administrative staff.
- Whether the benefit provided to the conflicted organization under consideration, or directly or indirectly to the disqualified Board member, exceeds the value of the consideration received by the District.
- For grants, whether the District used specific criteria published in advance to weigh the merits of various applicants and to make decisions about grants that are in the best interests of the District's students.

The Board may request the assistance of the District's Internal Audit Department and/or legal counsel in making its inquiries to ensure that it is receiving an objective opinion and that the facts under consideration are not biased.

If the Board determines, after reasonable inquiry under the circumstances, that the District could not have obtained best value in accordance with the established criteria from another vendor or organization, and that the proposed transaction or contract meets the Board's requirement to exercise oversight over the prudent and accountable use of District resources, the Board may then approve the transaction or contract by a majority vote (without the disqualified Board member) of those Board members present and voting.

MONITORING  
CAMPAIGN RECEIPTS

Board members shall submit copies of each potential campaign contribution to Board Services prior to formal acceptance or cashing such funds. Submissions shall be made within seven business days of check date, or prior to any vote on any related contracts for contributions from an entity associated with the District, whichever



	<p><u>occurs first. Where the contributor is determined to be an entity associated with the District, the cumulative amounts for each respective entity taken as a whole shall be accumulated for the preceding 12-month period. Results shall be provided to the respective Board member, Board President, and Superintendent. The Board members shall have final authority to accept or reject each contribution. Once the threshold is reached as detailed in this policy, the applicable Board member, Board President, and Superintendent shall be informed that the maximum campaign receipt limit has been reached and the Board member is no longer eligible to vote on any contract with such vendor/service provider. [See CAMPAIGN CONTRIBUTION BY VENDORS OR OUTSIDE ORGANIZATIONS, above] Actions resulting from the Board meeting shall be recorded in the minutes.</u></p>
<u>CONSEQUENCES OF FAILURE TO DISCLOSE</u>	<p><u>Failure by a Board member to disclose such interest may result in the debarment, for 24 months, of any such vendor. Nothing in this policy excuses a vendor from strict compliance with CHE(LOCAL).</u></p>
<u>REMEDY FOR INADVERTENT FAILURE TO DISCLOSE</u>	<p><u>In the event of an inadvertent failure by a Board member to disclose such conflict, the Board, by a majority vote (without the disqualified Board member) of those Board members present and voting, may reinstate a vendor's eligibility to be considered as providing best value in accordance with the established criteria for a transaction or contract.</u></p>
<u>FINANCIAL INTEGRITY</u>	<p><u>The use of District funds or assets for any unethical purpose is prohibited.</u></p>
<u>GRANDFATHERED CONTRACTS</u>	<p><u>All contracts executed prior to the effective date of this policy shall continue to be in full force and effect. Upon termination of the current contract term, this policy shall be applied to any contract renewal.</u></p>
<u>ANNUAL FINANCIAL REPORT</u>	<p><u>Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report in accordance with the reporting procedures established by the Commissioner of Education. [See CFA]</u></p>
<u>E-RATE MATTERS</u>	<p><u>In the case of E-Rate matters, governance provided at CAA supersedes requirements herein.</u></p>
<u>CANDIDATES</u>	<p><u>Candidates who have filed for election to the Board of Education are subject to the limitations herein after the date on which the candidate has filed for office.</u></p>

ETHICS  
CONFLICT OF INTEREST DISCLOSURES

BBFA  
(EXHIBIT)

See the following pages for forms that may be used for compliance with disclosure requirements:

Exhibit A: Affidavit Disclosing Substantial Interest in a Business Entity or Real Property, as defined in Local Government Code 171.002 — 2 pages

Exhibit B: Affidavit Disclosing Interest in Property, under Government Code Chapter 553, Subchapter A — 1 page

ADDITIONAL DISCLOSURE: The conflicts disclosure statement required of members of the Board, the Superintendent, and, as applicable, other District employees by Local Government Code 176.003 is available on the Texas Ethics Commission website at <http://www.ethics.state.tx.us>.

EXHIBIT A

AFFIDAVIT DISCLOSING SUBSTANTIAL INTEREST  
IN A BUSINESS ENTITY OR REAL PROPERTY

STATE OF TEXAS  
COUNTY OF TARRANT

I, \_\_\_\_\_ (*name*), as a local public official of Fort Worth Independent School District, make this affidavit and on my oath state the following:

1. I, or a person(s) related to me in the first degree, have a substantial interest in:
  - a business entity, as those terms are defined in Local Government Code Sections 171.001–.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decision of the Board.

or

  - real property for which it is reasonably foreseeable that the Board’s action or my action will have a special economic effect on the value of the property distinguishable from its effect on the public.

2. The business entity or real property is

\_\_\_\_\_  
(*name/address of business or description of property*).

\_\_\_\_\_ (*“I” or name of relative and relationship*) (have)(has) a substantial interest in this business entity or real property as follows:  
(*check all that apply*)

- Ownership of ten percent or more of the voting stock or shares of the business entity.
  - Ownership of ten percent or more of the fair market value of the business entity.
  - Ownership of \$15,000 or more of the fair market value of the business entity.
  - Funds received from the business entity exceed ten percent of \_\_\_\_\_ (*my, her, his*) gross income for the previous year.
  - Real property is involved and \_\_\_\_\_ (*I, she, he*) (have)(has) an equitable or legal ownership with a fair market value of at least \$2,500.
3. The statements in this affidavit are based on my personal knowledge and are true and correct.
  4. Upon the filing of this affidavit with the Board’s official record keeper, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Local Government Code 171.004(c).

Fort Worth ISD  
220905

ETHICS  
CONFLICT OF INTEREST DISCLOSURES

BBFA  
(EXHIBIT)

Signed \_\_\_\_\_ (date)

Signature of official \_\_\_\_\_

Title \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TARRANT

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year).

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

EXHIBIT B

AFFIDAVIT DISCLOSING INTEREST IN PROPERTY

STATE OF TEXAS  
COUNTY OF TARRANT

I, \_\_\_\_\_ (name of affiant), (check one of the following)

- as an officer of, or
- as a Board candidate for,

Fort Worth Independent School District make this affidavit and on my oath state the following:

1. I have a legal or equitable interest in property to be acquired with public funds, either by purchase or condemnation. The property is fully described as follows:  
\_\_\_\_\_.
2. The nature, type, and amount of interest, including percentage of ownership, I have in the property is:  
\_\_\_\_\_.
3. I acquired my interest in the property on \_\_\_\_\_ (date).
4. The information stated in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code.

Signed \_\_\_\_\_ (date)

Signature of affiant \_\_\_\_\_

Office or public title \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TARRANT

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year).

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

**NOTE:** This affidavit must be filed with the county clerk(s) of the county or counties in which the property is located and of the county in which the public servant or candidate resides within ten days before the date on which the property is to be acquired by purchase or condemnation.

DEFINITIONS  
CONFLICT OF  
INTEREST

A “conflict of interest” is any circumstance that could cast doubt on a Board member’s ability to act with total objectivity with regard to the District’s interests. A Board member’s loyalty to the District must be free from any conflicting interests.

The implication from the appearance of a conflict of interest is just as important as the implication of a real conflict. If an outside independent party might question the intent of a transaction or relationship, such transaction or relationship is deemed to impact the appearance of a conflict and therefore, should be avoided.

DUTY OF LOYALTY

A “duty of loyalty” is the principle of decision making conducted by putting the District’s interests ahead of any other interest.

A conflict arises when the Board member, or any member of the Board member’s family or an organization that employs or is about to employ a Board member or a member of the Board member’s family, has a substantial financial or other interest in the firm selected for an award. [See Local Government Code Section 171.002 for definition of substantial or other interest]

BOARD MEMBER  
FAMILY

As used herein, “Board member’s family” shall include persons related to the Board member by consanguinity (i.e., blood) within the third degree or by affinity (i.e., marriage) within the second degree.

An individual’s relatives within the third degree by consanguinity are the individual’s:

1. Parent or child (i.e., first degree);
2. Brother, sister, grandparent, or grandchild (i.e., second degree); and
3. Great-grandparent, great-grandchild, aunt or uncle who is a sibling of a parent of the individual, nephew or niece who is a child of a brother or sister of the individual (third degree).

Two persons are related to each other by affinity if they are married to each other or if the spouse of one of the persons is related by consanguinity to the other person. This provision shall also include any Board member’s partner or any other person who resides in the same household.

ENTITY

As used herein, the term “entity” shall apply to any individual, sole proprietorship; business; board; organization; nonprofit corporation; religious, educational, or nongovernmental organizations; political action committees; organized labor group and governmental institutions, whether incorporated or not, and their related officers, key employees, and/or other authorized representatives or agents, that a Board member knows, or has reason to know, has, is interested

in or is likely to become interested in, any financial interest such as contract, purchase, payment, claim or transaction with or against the District. Entity herein refers to either a single individual or a collective group of individuals.

A Board member is considered to have a conflict of interest when:

- The Board member, or any member of the Board member's family, has a substantial or other interest as a result of the Board member's position with the District;
- The Board member has the opportunity to influence the District's business, administrative, or other material decision in a manner that leads to personal gain or advantage to the Board member, the Board member's family member, or affiliated organization; or
- The Board member has any existing or potential financial interest, or other significant interest, that impairs the Board member's independence in the discharge of the Board member's responsibilities to the District.

Board members have a duty of loyalty to the District. The duty of loyalty requires Board members to put the interests of the District before all other interests including personal interests or external organizations of which Board members may be affiliated. The Board and District recognize and encourage interactions with other entities, elected officials, external employment, additional public service leadership, or volunteer service on boards that are interested in furthering the goals and objectives of the District, provided that such interaction does not interfere with the Board member's duty of loyalty responsibilities. Any conflict of interest set forth in this policy, including but not limited to employment or volunteer leadership service with any organization or board, whether incorporated or not, shall be subject to the disclosure, recusal, and abstention requirements.

CAMPAIGN  
CONTRIBUTIONS BY  
VENDORS OR  
OUTSIDE  
ORGANIZATIONS

A Board member shall disclose a campaign contribution or loan and recuse himself or herself from voting on a contract, agreement, or any other District transaction with any entity financially interested in the outcome of a Board proceeding, including nonprofit organizations, if the entity and its related officers, key employees, and/or other authorized representatives or agents have provided campaign contributions or loans to the Board member during the preceding 12-month period in excess of \$2000. Further, an entity that is financially interested in the outcome of a contract or the outcome of a competitive bidding or purchasing process may not make a campaign contribution or loan to a Board member at any

time during the code of silence period, until execution of an awarded contract by all required parties. [See CAA(LOCAL)]

BOARD MEMBER  
GIFTS OR GRATUITIES

Except as provided herein, Board members are prohibited from accepting anything of value or benefit including, but not limited to, entertainment, sports tickets, travel, food, and lodging from any entity the Board member knows or has reason to know, has, is interested in or is likely to become interested in any contract, purchase, payment, claim, or transaction with or against the District beyond an aggregate from any entity greater than \$50 in any preceding 12 months to an individual Board member or the Board member's family member. Board members shall disclose all instances where acceptance of over \$50 in benefits from any entity the Board member knows or has reason to know, has, is interested in, or is likely to become interested in any contract, purchase, payment, claim, or transaction with or against the District and shall abstain from any vote or decision related to that entity as provided herein. [See ABSTENTION, below. See CAA(LOCAL) for specifics related to E-Rate.]

This provision shall not apply to:

- Gifts, things of value, or benefits received because of kinship, or personal, professional, or business relationship independent of the official status of the official. Penal Code 36.10(a)(2) [See BBFB(LEGAL)]
- Benefits or things of value to which the Board member or the Board member's family member is lawfully entitled;
- Benefits or things of value for which the Board member gives legitimate consideration in a capacity other than as a Board member;
- Official functions of the District;
- Official functions during a formal education conference;
- Functions of nonprofit organizations that are raising funds for the benefit of District students; and
- Honoraria or expenses. [See BBFB(LEGAL)]

DISCLOSURE  
REQUIREMENTS

Each Board member shall, by 5:00 p.m. on January 15 and July 15 of each year, file with the District's Board of Education Office a Board-approved form Disclosure of Interest Related to the Fort Worth Independent School District. [See BBFA(EXHIBIT)] The January 15 report shall cover activities during the preceding six months of July 1 through December 31, and the July 15 report shall cover activities during the preceding six months of January 1



through June 30. The form shall provide, among other matters, conflict of interest disclosure of all direct and indirect interests related to the District, as well as gifts, honorarium, and other payments that are unrelated to services performed or goods furnished by the Board member from any party who does business with the District or who is interested in doing business with the District. Board member disclosures shall be posted on the District's Web site under Board of Board members.

The completion of the Disclosure of Interest Report is independent of a Board member's legal responsibility to file political contribution reports under Title 15, Election Code.

Additionally, as soon as a Board member learns of a potential conflict of interest as defined herein, but in no event not less than five days from the posting of the notice of the meeting at which the Board is to take action on a contract that includes a conflict of interest, the Board member shall disclose the conflict by filing with the District's Board of Education Office an updated statement identifying the contract in which the Board member or the Board member's family has a substantial interest. [See BBFA(EXHIBIT)]

At regularly scheduled Board meetings, the Board President shall remind Board members of the conflict of interest requirements and shall request disclosure for any matters under consideration on that day's agenda. Furthermore, the Board member shall excuse himself or herself and abstain from all discussions and votes pertaining to the contract.

RECUSAL

In addition to disclosing all conflicts in writing, the Board member with a conflict of interest, including a conflict related to the duty of loyalty, shall disclose the conflict and refrain from participating in any discussion regarding any contract, proposed contract, or transaction that will provide a monetary benefit to any entity in which the Board member has a conflict of interest.

ABSTENTION

In addition to disclosure and recusal from any discussion of a contract or transaction in which a Board member has a conflict, the Board member shall also abstain from any vote or decision on any matter involving the conflict.

[See BBE(LOCAL) regarding Board actions regarding questions, concerns, or issues related to Board member conflict of interest disclosures, Board member voting on contract awards, and/or any related questions regarding conflicts among Board members as well as provisions for complaints against Board members.]

If a Board member discloses that he or she has a conflict of interest in a matter before the Board and has properly recused himself

or herself, the remaining Board members, if determined appropriate, may inquire and review all material facts related to the transaction to confirm that the transaction is a benefit to the District. The Board may make inquiries to determine the following:

- Whether the Board member with a conflict attempted to or did exercise influence over District staff members to encourage the District to proceed with the matter.
- For contracts or procurement, whether District staff members employed best practices and complied with District policies related to competitive bidding. This includes ensuring staff members complied with competitive bidding advertising and proposal solicitation requirements; have documented that their selection was made in accordance with the criteria published in the Request for Proposal or Invitation to Bid; and have attested that the decision-making process was free from undue influence from Board members and other administrative staff.
- Whether the benefit provided to the conflicted organization under consideration, or directly or indirectly to the disqualified Board member, exceeds the value of the consideration received by the District.
- For grants, whether the District used specific criteria published in advance to weigh the merits of various applicants and to make decisions about grants that are in the best interests of the District's students.

The Board may request the assistance of the District's Internal Audit Department and/or legal counsel in making its inquiries to ensure that it is receiving an objective opinion and that the facts under consideration are not biased.

If the Board determines, after reasonable inquiry under the circumstances, that the District could not have obtained best value in accordance with the established criteria from another vendor or organization, and that the proposed transaction or contract meets the Board's requirement to exercise oversight over the prudent and accountable use of District resources, the Board may then approve the transaction or contract by a majority vote (without the disqualified Board member) of those Board members present and voting.

MONITORING  
CAMPAIGN RECEIPTS

Board members shall submit copies of each potential campaign contribution to Board Services prior to formal acceptance or cashing such funds. Submissions shall be made within seven business days of check date, or prior to any vote on any related contracts for contributions from an entity associated with the District, whichever

occurs first. Where the contributor is determined to be an entity associated with the District, the cumulative amounts for each respective entity taken as a whole shall be accumulated for the preceding 12-month period. Results shall be provided to the respective Board member, Board President, and Superintendent. The Board members shall have final authority to accept or reject each contribution. Once the threshold is reached as detailed in this policy, the applicable Board member, Board President, and Superintendent shall be informed that the maximum campaign receipt limit has been reached and the Board member is no longer eligible to vote on any contract with such vendor/service provider. [See CAMPAIGN CONTRIBUTION BY VENDORS OR OUTSIDE ORGANIZATIONS, above] Actions resulting from the Board meeting shall be recorded in the minutes.

CONSEQUENCES OF  
FAILURE TO DISCLOSE

Failure by a Board member to disclose such interest may result in the debarment, for 24 months, of any such vendor. Nothing in this policy excuses a vendor from strict compliance with CHE(LOCAL).

REMEDY FOR  
INADVERTENT  
FAILURE TO DISCLOSE

In the event of an inadvertent failure by a Board member to disclose such conflict, the Board, by a majority vote (without the disqualified Board member) of those Board members present and voting, may reinstate a vendor's eligibility to be considered as providing best value in accordance with the established criteria for a transaction or contract.

FINANCIAL INTEGRITY

The use of District funds or assets for any unethical purpose is prohibited.

GRANDFATHERED  
CONTRACTS

All contracts executed prior to the effective date of this policy shall continue to be in full force and effect. Upon termination of the current contract term, this policy shall be applied to any contract renewal.

ANNUAL FINANCIAL  
REPORT

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report in accordance with the reporting procedures established by the Commissioner of Education. [See CFA]

E-RATE MATTERS

In the case of E-Rate matters, governance provided at CAA supersedes requirements herein.

CANDIDATES

Candidates who have filed for election to the Board of Education are subject to the limitations herein after the date on which the candidate has filed for office.

# Board Policy Review

- ▲ BBI(LOCAL): BOARD MEMBERS – TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS

## **SPECIAL NOTES:**

Dallas's local policy refers to an BBI(EXHIBIT) and an example has been included for your review and consideration, as well.

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**Note:** For employee and student use of District technology resources, see CQ.

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TECHNOLOGY RESOURCES	For purposes of this policy, "technology resources" means electronic communication systems and electronic equipment.
AVAILABILITY OF ACCESS	Access to the District's technology resources, including the Internet, shall be made available to Board members primarily for official duties and in accordance with administrative regulations.
LIMITED PERSONAL USE	Limited personal use of the District's technology resources shall be permitted if the use: <ol style="list-style-type: none"><li>1. Imposes no tangible cost on the District; and</li><li>2. Does not unduly burden the District's technology resources.</li></ol>
ACCEPTABLE USE	A Board member shall be required to acknowledge receipt and understanding of the user agreement governing use of the District's technology resources and shall agree in writing to allow monitoring of their use. Noncompliance may result in suspension of access or termination of privileges. Violations of law may result in criminal prosecution.
MONITORED USE	Electronic mail transmissions and other use of the District's technology resources by a Board member shall not be considered private. The Superintendent or designee shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.
DISCLAIMER OF LIABILITY	The District shall not be liable for a Board member's inappropriate use of technology resources, violations of copyright restrictions or other laws, mistakes or negligence, and costs incurred. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, appropriateness, or usability of any information found on the Internet.
RECORDS RETENTION	A Board member shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See BBE, CPC]

TECHNOLOGY RESOURCES

BBI  
(EXHIBIT)

See the following pages for forms regarding the use of District technology resources:

Exhibit A: Board Member Agreement for Acceptable Use of the District's Technology Resources—4 pages

## EXHIBIT A

BOARD MEMBER AGREEMENT FOR ACCEPTABLE USE  
OF THE DISTRICT'S TECHNOLOGY RESOURCES

You are being given access to the District-provided technology resources listed below. It is important that you read the applicable District policies, administrative regulations, and this agreement form. [See policies BBI and CQ]

Please contact the Superintendent if you have questions or need help understanding this material.

The following guidelines apply to all District networks, e-mail accounts, devices connected to the District's networks, and all District-owned devices used on or off school property, whether connected to the District's network or connected through a personal data plan or other means of access.

Inappropriate use of the District's technology resources may result in suspension or revocation of the privilege of using these resources, as well as other legal action, in accordance with applicable laws.

You are being given access to the following technology resources:

***[Include all that apply and adjust the list to reflect the technology resources available to Board members.]***

- A District e-mail account;
- A District e-mail account, including access to cloud-based (online) document storage;
- District computer hardware, software, and printers;
- District networks, including document storage space;
- Access to District-owned technology resources for use at home; and
- District-filtered Internet access.

Please note that the Internet is a network of many types of communication and information networks. It is possible that you may run across some material you might find objectionable. While the District will use filtering technology to restrict access to such material, it is not possible to absolutely prevent such access. It will be your responsibility to follow the rules for appropriate use.

If you are being issued a District technology device, you will be given additional materials addressing the proper use, care, and return of these devices.

**RULES FOR RESPONSIBLE USE**

- You will be assigned an individual account for access to approved District technology resources, and you are responsible for not sharing the password or other account information with others.

- District technology resources are to be used primarily for official duties, but some limited personal use is permitted.
- You must comply with the District's record management program, the Texas Open Meetings Act, the Public Information Act, the Family Educational Rights and Privacy Act (FERPA), campaign laws, and any other applicable laws.
- You must maintain confidentiality of student and District records.
- You must maintain the confidentiality of health or personnel information concerning District employees and colleagues, unless disclosure serves lawful professional purposes or is required by law.
- You must remember that people who receive e-mail with a District address from you might think your message represents the District's point of view.
- Before use on a District device, digital subscriptions, online applications, or any other program requiring the user to accept terms of service or a user agreement must be approved by the Superintendent.
- Copies of potentially sensitive or confidential District records should not be sent, viewed, or stored using an online application not approved by the District.
- You will be held responsible at all times for the proper use of your account, and the District may suspend or revoke your access if you violate the rules.

### **INAPPROPRIATE USE**

The following are examples of inappropriate use of technology resources:

- Using the resources for any illegal purpose, including threatening school safety;
- Accessing the resources to knowingly alter, damage, or delete District property or information, or to breach any other electronic equipment, network, or electronic communications system in violation of the law or District policy;
- Damaging electronic communication systems or electronic equipment, including knowingly or intentionally introducing a virus to a device or network, or not taking proper security steps to prevent a device or network from becoming vulnerable;
- Disabling or attempting to disable or bypass any Internet filtering device; requests to disable a filtering device should be made to the Superintendent;
- Encrypting communications to avoid security review;
- Using someone's account without permission;
- Pretending to be someone else when posting, transmitting, or receiving messages;
- Attempting to read, delete, copy, modify, or interfere with another user's posting, transmission, or receipt of electronic media;
- Using resources to engage in conduct that harasses others;



- Sending, posting, or possessing materials that are abusive, obscene, pornographic, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including material that constitutes prohibited harassment or "sexting";
- Using inappropriate language such as cursing, vulgarity, ethnic or racial slurs, and any other inflammatory language;
- Posting or transmitting pictures of students without obtaining prior permission from all individuals depicted or from parents of depicted students who are under the age of 18;
- Violating others' intellectual property rights, including downloading or using copyrighted information without permission from the copyright holder;
- Wasting school resources through improper use of the District's technology resources, including sending spam; and
- Gaining unauthorized access to restricted information or resources.

### **CONSEQUENCES FOR INAPPROPRIATE USE**

The following are possible consequences of inappropriate use of technology resources:

- Suspension of access to the District's technology resources;
- Revocation of the account; or
- Other legal action in accordance with applicable laws.

### **REPORTING VIOLATIONS**

- You must immediately report to the Superintendent any known violation of the District's applicable policies, Internet safety plan, or acceptable use guidelines.
- You must report to the Superintendent any content or communication that is abusive, obscene, pornographic, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.

### **RETURN OF TECHNOLOGY RESOURCES AND RECORDS**

- Upon leaving the Board, you must return any District-owned equipment or resources in your possession.
- You must also return any records, written or electronic, to the District for records retention if you have reason to believe you are retaining the sole copy of a record subject to records retention requirements. You must destroy (delete or shred) any other confidential records remaining in your possession.

---

I understand that my use of the District's technology resources is not private and that the District will monitor my activity.

I have read the District's technology resources policies [see policies BBI and CQ], associated administrative regulations, and this user agreement and agree to abide by their provisions. In consideration for the privilege of using the District's technology resources, I hereby release the District, its operators, and any institutions with which it is affiliated from any and all claims and damages of any nature arising from my use of, or inability to use, these resources, including, without limitation, the type of damages identified in the District's policy and administrative regulations.

**I understand that this user agreement must be renewed each school year.**

Board member's signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_ Phone number: \_\_\_\_\_

---

**Note:** For employee and student use of District technology resources, see CQ.

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TECHNOLOGY RESOURCES	For purposes of this policy, "technology resources" means electronic communication systems and electronic equipment.
AVAILABILITY OF ACCESS	Access to the District's technology resources, including the Internet, shall be made available to Board members primarily for official duties and in accordance with administrative regulations.
LIMITED PERSONAL USE	Limited personal use of the District's technology resources shall be permitted if the use: <ol style="list-style-type: none"><li>1. Imposes no tangible cost on the District; and</li><li>2. Does not unduly burden the District's technology resources.</li></ol>
ACCEPTABLE USE	A Board member shall be required to acknowledge receipt and understanding of the user agreement governing use of the District's technology resources and shall agree in writing to allow monitoring of their use. Noncompliance may result in suspension of access or termination of privileges. Violations of law may result in criminal prosecution.
MONITORED USE	Electronic mail transmissions and other use of the District's technology resources by a Board member shall not be considered private. The Superintendent or designee shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.
DISCLAIMER OF LIABILITY	The District shall not be liable for a Board member's inappropriate use of technology resources, violations of copyright restrictions or other laws, mistakes or negligence, and costs incurred. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, appropriateness, or usability of any information found on the Internet.
RECORDS RETENTION	A Board member shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See BBE, CPC]

# Board Policy Review

- ▲ BDAA(LOCAL): OFFICERS & OFFICIALS - DUTIES & REQUIREMENTS OF BOARD OFFICERS

**SPECIAL NOTES:**

Attachment: Example of BDAA(LOCAL) - Dallas ISD

OFFICERS AND OFFICIALS  
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA  
(LOCAL)

BOARD OFFICERS

At the first regular meeting following each May election, the Board shall elect a President, a First Vice President, a Second Vice President, and a Secretary from within Board membership. Officers shall be elected by majority vote of the members present and voting. The Superintendent shall serve as chair and shall preside over the meeting during the election of officers until such time as the President is elected.

**Deleted:** second  
**Deleted:** may reorganize, electing officers for one-year terms.¶  
The Board  
**Deleted:** , who shall be members of the Board, and such other officers as it deems necessary

VACANCY

A vacancy among officers of the Board shall be filled by majority action of the Board.

TERM AND DUTIES

Board officers may serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

The District may employ clerks whose duty will be to perform such clerical work as may devolve upon the Secretary of the Board and as may be requested by the President of the Board or by the Superintendent.

The District shall employ an executive secretary to perform day-to-day secretarial services for the Board under the direction of the Superintendent and the Board President.

PRESIDENT

In addition to the duties required by law, the President of the Board shall:

1. Preside at all Board meetings unless unable to attend.
2. Appoint or provide for the election of all committees and appoint chairpersons unless otherwise directed by the Board.
3. Call special meetings of the Board.
4. Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
5. Sign all legal documents, warrants, vouchers, and reports, as required by statute, state or federal regulations, or Board policy.
6. Decide all questions of order in accordance with *Robert's Rules of Order, Newly Revised*, as modified by Board policy.
7. Perform all customary duties of the office and other duties as may be required by law or the Board.

FIRST VICE  
PRESIDENT

The First Vice President of the Board shall:

Fort Worth ISD  
220905

OFFICERS AND OFFICIALS  
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA  
(LOCAL)

1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
2. Become President only upon being elected to the position.
3. Perform other duties as prescribed by the Board.

SECOND VICE  
PRESIDENT

The Second Vice President of the Board shall:

1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President and the First Vice President.
2. Perform other duties as prescribed by the Board.

SECRETARY

The Secretary of the Board shall:

1. Act in the capacity and perform the duties of the presiding officer in the absence of the President and the First and Second Vice Presidents of the Board.
2. Countersign all warrants for school money drawn upon the depository by order of the Board.
3. Attest to the signature of the President on all contracts and legal documents.
4. Perform other functions as may be required by applicable statutes and Board policies.

In the event of the absence or incapacity of the Board Secretary, the Board President shall appoint a Secretary Pro Tempore.

DATE ISSUED: 2/26/2013  
LDU 2013.03  
BDAA(LOCAL)-X

ADOPTED:

2 of 2

OFFICERS AND OFFICIALS  
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA  
(LOCAL)

**BOARD OFFICERS** At the first regular meeting following each May election, the Board shall elect a President, a First Vice President, a Second Vice President, and a Secretary from within Board membership. Officers shall be elected by majority vote of the members present and voting. The Superintendent shall serve as chair and shall preside over the meeting during the election of officers until such time as the President is elected.

**VACANCY** A vacancy among officers of the Board shall be filled by majority action of the Board.

**TERM AND DUTIES** Board officers may serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

The District may employ clerks whose duty will be to perform such clerical work as may devolve upon the Secretary of the Board and as may be requested by the President of the Board or by the Superintendent.

The District shall employ an executive secretary to perform day-to-day secretarial services for the Board under the direction of the Superintendent and the Board President.

**PRESIDENT** In addition to the duties required by law, the President of the Board shall:

1. Preside at all Board meetings unless unable to attend.
2. Appoint or provide for the election of all committees and appoint chairpersons unless otherwise directed by the Board.
3. Call special meetings of the Board.
4. Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
5. Sign all legal documents, warrants, vouchers, and reports, as required by statute, state or federal regulations, or Board policy.
6. Decide all questions of order in accordance with *Robert's Rules of Order, Newly Revised*, as modified by Board policy.
7. Perform all customary duties of the office and other duties as may be required by law or the Board.

**FIRST VICE PRESIDENT** The First Vice President of the Board shall:

OFFICERS AND OFFICIALS  
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA  
(LOCAL)

1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
2. Become President only upon being elected to the position.
3. Perform other duties as prescribed by the Board.

SECOND VICE  
PRESIDENT

The Second Vice President of the Board shall:

1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President and the First Vice President.
2. Perform other duties as prescribed by the Board.

SECRETARY

The Secretary of the Board shall:

1. Act in the capacity and perform the duties of the presiding officer in the absence of the President and the First and Second Vice Presidents of the Board.
2. Countersign all warrants for school money drawn upon the depository by order of the Board.
3. Attest to the signature of the President on all contracts and legal documents.
4. Perform other functions as may be required by applicable statutes and Board policies.

In the event of the absence or incapacity of the Board Secretary, the Board President shall appoint a Secretary Pro Tempore.



# Board Policy Update #103

## ▲ **BF(LOCAL): BOARD POLICIES**

### RATIONALE

Three new provisions are recommended for this policy, which lays out the structure and protocol of the local policy manual.

- At ORGANIZATION, new text reminds readers that at each policy code the legally referenced policy must be read together with the local policy to further a full understanding of a topic. This structure eliminates the need to duplicate relevant legal provisions in each board-adopted local policy.
- At TERMS, new text explains that "board member" and "trustee" are used interchangeably throughout the local policy manual, without any intent to distinguish between the terms. Both terms reflect all the duties and obligations of the position.
- At HARMONY WITH LAW, new text explains that newly enacted law is applicable when effective.

Two other recommended changes are to better match district practice.

- A change at OFFICIAL POLICY MANUAL reflects that the official copy of the manual shall be kept in the central administration office, rather than the superintendent's office.
- The reference to the practice of distributing copies of the manual throughout the district has been deleted, based on the widespread use of *Policy On Line*.

MIA HALL, DIRECTOR

BOARD POLICIES

BF  
(LOCAL)

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

ORGANIZATION

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

TERMS

The terms "Trustee" and "Board member" are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

HARMONY WITH LAW

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

SEVERABILITY

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

POLICY DEVELOPMENT

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board's consideration by the Superintendent.

OFFICIAL POLICY MANUAL

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent or designee shall be responsible for its accuracy and integrity and shall maintain a historical record of the District's policy manual.

Deleted: Superintendent's

ADOPTION AND AMENDMENT

Proposed local policies or amendments introduced and recommended to the Board at one meeting shall not be adopted until a subsequent meeting. Emergency adoption, however, may occur in one meeting if special circumstances demand an immediate response.

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DATE ISSUED: 11/2/2015  
UPDATE 103  
BF(LOCAL)-B

Fort Worth ISD  
220905

BOARD POLICIES

BF  
(LOCAL)

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB LOCALIZED  
UPDATES

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

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DATE ISSUED: 11/2/2015  
UPDATE 103  
BF(LOCAL)-B

ADOPTED:

2 of 2

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

ORGANIZATION

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

TERMS

The terms "Trustee" and "Board member" are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

HARMONY WITH LAW

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

SEVERABILITY

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

POLICY DEVELOPMENT

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board's consideration by the Superintendent.

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The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent or designee shall be responsible for its accuracy and integrity and shall maintain a historical record of the District's policy manual.

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Proposed local policies or amendments introduced and recommended to the Board at one meeting shall not be adopted until a subsequent meeting. Emergency adoption, however, may occur in one meeting if special circumstances demand an immediate response.

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB LOCALIZED  
UPDATES

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

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# Board Policy Update #105

## ▲ **BJCF(LOCAL): SUPERINTENDENT - NONRENEWAL**

### RATIONALE

The first paragraph of this policy on superintendent nonrenewal affirms that decisions will not be based on protected employee characteristics. Recommended changes better align the list of protected characteristics with those in legal precedent regarding freedom from discrimination, harassment, and retaliation.

The following changes are recommended to the list of REASONS for nonrenewal to make the list parallel with the nonrenewal reasons in DFBB(LOCAL) (Term Contracts):

- A new item 18, listing behavior that presents a danger of physical harm to a student or other individuals.
- Revisions at item 24 to include the failure to maintain, in addition to failure to fulfill, superintendent certification, unless granted a waiver by the commissioner.
- A new item 26, listing any reason that makes the employment relationship void or void-able, such as a violation of federal, state, or local law.
- Deletion of an item that referred to fulfilling the requirements of a deficiency plan under an emergency or special assignment permit.

In addition, the NOTICE OF PROPOSED NONRENEWAL provision was simplified to refer to the requirements in law, and a provision was added to explain the board procedures if a superintendent does not request a hearing (see NO HEARING).

References to school property have been changed to "district" property throughout.

BJCF(XHIBIT) is included for your reference, as well.

MIA HALL, DIRECTOR

SUPERINTENDENT  
NONRENEWAL

BJCF  
(LOCAL)

REASONS

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

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DATE ISSUED: 7/26/2016  
UPDATE 105  
BJCF(LOCAL)-A

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14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Behavior that presents a danger of physical harm to a student or other individuals.
19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
21. Falsification of records or other documents related to the District's activities.
22. Falsification or omission of required information on an employment application.
23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
27. Any reason constituting good cause for terminating the contract during its term.

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SUPERINTENDENT  
NONRENEWAL

BJCF  
(LOCAL)

NOTICE OF  
PROPOSED  
NONRENEWAL

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

**Deleted:** by hand or certified mail, return receipt requested,

REQUEST FOR  
HEARING

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

**Deleted:** . This notice shall contain the hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.

HEARING  
PROCEDURE

Unless the Superintendent requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

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The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

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1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.
5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.
6. Closing arguments may be made by each party.

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BJCF(LOCAL)-A

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Fort Worth ISD  
220905

SUPERINTENDENT  
NONRENEWAL

BJCF  
(LOCAL)

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

NO HEARING

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

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UPDATE 105  
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NOTICE OF PROPOSED CONTRACT NONRENEWAL

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Dear \_\_\_\_\_:

YOU ARE HEREBY NOTIFIED that a majority of the Board of Trustees of \_\_\_\_\_ ISD has determined at a lawfully called meeting of the Board of Trustees on (date) \_\_\_\_\_, that your employment contract as Superintendent in the District should not be renewed for the succeeding school year, and the Board voted to propose nonrenewal.

This notice is given pursuant to the provisions of Section 21.212 of the Texas Education Code.

The recommendation not to renew your contract is being made for the following reasons:

[List all reasons in detail]

If you desire a hearing, not later than the 15th day after receiving this written notice, you must notify the Board of Trustees in writing of that request. The Board shall provide a hearing to be held not later than the 15th day after receiving your notice requesting a hearing. Such hearing shall be closed unless you request an open hearing. If you fail to make a timely request for a hearing, the Board may proceed and make a determination on its proposed action not later than the 30th day after the date the Board sends you notice of the proposed nonrenewal.

If you have any questions concerning any of the reasons supporting the proposed action to nonrenew your contract, please advise me in writing.

Attached to this notice is a copy of the District's policy on nonrenewal of the Superintendent's term contract, containing the rules for the hearing.

This notice dated at (City/State/Zip): \_\_\_\_\_,

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

President, Board of Trustees

\_\_\_\_\_ ISD

REASONS

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Behavior that presents a danger of physical harm to a student or other individuals.
19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
21. Falsification of records or other documents related to the District's activities.
22. Falsification or omission of required information on an employment application.
23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
27. Any reason constituting good cause for terminating the contract during its term.

SUPERINTENDENT  
NONRENEWAL

BJCF  
(LOCAL)

NOTICE OF  
PROPOSED  
NONRENEWAL

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

REQUEST FOR  
HEARING

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

HEARING  
PROCEDURE

Unless the Superintendent requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.
5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

NO HEARING

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

DRAFT

## Board Policy Update #102

▲ DBB(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS –  
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

**RATIONALE:**

A board is authorized by statute to adopt a policy to place an educator on temporary disability leave (TDL) if the educator’s condition interferes with the performance of regular duties. However, any such policy must allow the educator the right to present testimony or other information relevant to the educator’s fitness to continue the performance of regular duties.

To comply with this policy requirement, a recommended change at PLACEMENT ON TEMPORARY DISABILITY, BY BOARD AUTHORITY permits an employee who the board has placed on TDL to follow the existing DGBA complaint process to present relevant testimony or other information to the board.

Because districts define which employees are eligible for TDL at DEC(LOCAL), a cross reference to that policy has been added, along with policy language to clarify that only “eligible” employees may be placed on TDL.

Please note: We have retained, unchanged, the unique provisions reflecting your district’s requirement for a PRE-EMPLOYMENT MEDICAL EXAMINATION for certain positions.

MIA HALL, DIRECTOR



EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB  
(LOCAL)

~~PRE-  
EMPLOYMENT  
EMPLOYMENT~~ MEDICAL  
EXAMINATION

The Superintendent or designee shall determine which positions, based on bona fide occupational qualifications, require employment medical examinations after a job offer has been made. The job offer shall be conditional based upon the outcome of the examination. The cost of the examination shall be paid by the District. [See DBB(LEGAL)]

EXAMINATIONS  
DURING  
EMPLOYMENT

The Superintendent or designee may require an employee to undergo a medical examination if information received from the employee, the employee's supervisor, or other sources indicates the employee has a physical or mental impairment that:

1. Interferes with the employee's ability to perform essential job functions; or
2. Poses a direct threat to the health or safety of the employee or others. A communicable or other infectious disease may constitute a direct threat.

The District may designate the physician to perform the examination. If the District designates the physician, the District shall pay the cost of the examination. The District may place the employee on paid administrative leave while awaiting results of the examination and evaluating the results.

Based on the results of the examination, the Superintendent or designee shall determine whether the employee has an impairment. If so, the Superintendent or designee shall determine whether the impairment interferes with the employee's ability to perform essential job functions or poses a direct threat. If not, the employee shall be returned to his or her job position.

If the impairment does interfere with the employee's ability to perform essential job functions or poses a direct threat, the Superintendent or designee shall determine whether the employee has a disability and, if so, whether the disability requires reasonable accommodation, including the use of available leave. The granting of additional unpaid leave may be a reasonable accommodation in some circumstances. If the employee does not have a disability, the Superintendent or designee shall evaluate the employee's eligibility for leave. [See DEC(LOCAL)]

[See DAA for information on disabilities and reasonable accommodation].

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB  
(LOCAL)

PLACEMENT ON  
TEMPORARY  
DISABILITY  
AT EMPLOYEE'S  
REQUEST

The Superintendent or designee shall have authority to place an eligible employee on temporary disability leave at the employee's request, as appropriate, when the employee's condition interferes with the performance of regular duties.

BY BOARD  
AUTHORITY

Based on the Superintendent's recommendation that an eligible employee be involuntarily placed on temporary disability leave, the Board shall place an employee on temporary disability leave if the Board determines, in consultation with the physician who performed the medical examination, that the employee's educator's condition interferes with the performance of regular duties. [For employees who are eligible for temporary disability leave, see DEC(LOCAL)]

In accordance with DGBA, an employee may file a complaint disputing placement on temporary disability leave. As part of the complaint process, the employee may present testimony or other relevant information to the Board regarding the employee's fitness to perform regular duties.

{See DEC(LEGAL)}

OTHER  
REQUIREMENTS

Employees with communicable diseases shall follow recommendations of public health officials regarding contact with students and other employees. Food service workers shall comply with health requirements established by city, county, and state health authorities. Bus drivers shall comply with legal requirements. [See DBA]

**COMMENTS:**

- Approved as “proposed” by TASB – no changes necessary.
- Approved as “amended” – changes notated in this document.
- Not Approved – Declined.

**Signature:** \_\_\_\_\_  
*Cynthia Rincon, Chief - Human Capital Management*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB  
(LOCAL)

PREEMPLOYMENT  
MEDICAL  
EXAMINATION

The Superintendent or designee shall determine which positions, based on bona fide occupational qualifications, require employment medical examinations after a job offer has been made. The job offer shall be conditional based upon the outcome of the examination. The cost of the examination shall be paid by the District. [See DBB(LEGAL)]

EXAMINATIONS  
DURING  
EMPLOYMENT

The Superintendent or designee may require an employee to undergo a medical examination if information received from the employee, the employee's supervisor, or other sources indicates the employee has a physical or mental impairment that:

1. Interferes with the employee's ability to perform essential job functions; or
2. Poses a direct threat to the health or safety of the employee or others. A communicable or other infectious disease may constitute a direct threat.

The District may designate the physician to perform the examination. If the District designates the physician, the District shall pay the cost of the examination. The District may place the employee on paid administrative leave while awaiting results of the examination and evaluating the results.

Based on the results of the examination, the Superintendent or designee shall determine whether the employee has an impairment. If so, the Superintendent or designee shall determine whether the impairment interferes with the employee's ability to perform essential job functions or poses a direct threat. If not, the employee shall be returned to his or her job position.

If the impairment does interfere with the employee's ability to perform essential job functions or poses a direct threat, the Superintendent or designee shall determine whether the employee has a disability and, if so, whether the disability requires reasonable accommodation, including the use of available leave. The granting of additional unpaid leave may be a reasonable accommodation in some circumstances. If the employee does not have a disability, the Superintendent or designee shall evaluate the employee's eligibility for leave. [See DEC(LOCAL)]

[See DAA for information on disabilities and reasonable accommodation]

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB  
(LOCAL)

PLACEMENT ON  
TEMPORARY  
DISABILITY

The Superintendent or designee shall have authority to place an eligible employee on temporary disability leave at the employee's request, as appropriate, when the employee's condition interferes with the performance of regular duties.

AT EMPLOYEE'S  
REQUEST

BY BOARD  
AUTHORITY

Based on the Superintendent's recommendation that an eligible employee be involuntarily placed on temporary disability leave, the Board shall place an employee on temporary disability leave if the Board determines, in consultation with the physician who performed the medical examination, that the employee's condition interferes with the performance of regular duties. [For employees who are eligible for temporary disability leave, see DEC(LOCAL)]

In accordance with DGBA, an employee may file a complaint disputing placement on temporary disability leave. As part of the complaint process, the employee may present testimony or other relevant information to the Board regarding the employee's fitness to perform regular duties.

OTHER  
REQUIREMENTS

Employees with communicable diseases shall follow recommendations of public health officials regarding contact with students and other employees. Food service workers shall comply with health requirements established by city, county, and state health authorities. Bus drivers shall comply with legal requirements. [See DBA]

# Board Policy Update #102

▲ DFFA(LOCAL): REDUCTION IN FORCE – FINANCIAL EXIGENCY

## **RATIONALE:**

As a result of the reorganization of material at the DEA series, we have changed two cross references at PLAN TO REDUCE PERSONNEL COSTS from DEAB to DEA.

At CRITERIA FOR DECISION - Is this the most recent date of hire in the position being considered for reduction? For example, if an employee worked as a TA for 10 years then became a teacher this year. For purposes of this policy, would we consider the most recent date of hire as the date the employee started as a TA, or would it be when the employee became a teacher?

MIA HALL, DIRECTOR

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

PLAN TO REDUCE  
PERSONNEL COSTS

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA;~~DEAB~~]
- Furloughs, if the District has received certification from the Commissioner of a reduction in funding under Education Code 42.009 [see CBA and DEA;~~DEAB~~]
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the Commissioner [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

REDUCTION IN FORCE  
DUE TO FINANCIAL  
EXIGENCY

APPLICABILITY

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

DEFINITIONS

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

EMPLOYMENT AREAS

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other ~~District-wide~~ Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or



REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

CRITERIA FOR  
DECISION

2. Applied on a District-wide~~Districtwide~~ or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
  - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
  - b. Any other written evaluative information, including disciplinary information.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Seniority: Length of service in the District, as measured from the employee's most recent date of hire. [CR 1]
4. Professional Background: Professional education and work experience related to the current or projected assignment.

SUPERINTENDENT  
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

BOARD VOTE

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

	<p>If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).</p> <p>If the Board votes to propose discharge of one or more employees, the hearing will be conducted by a TEA-appointed hearing examiner [see DFD].</p>
NOTICE	<p>The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:</p> <ol style="list-style-type: none"><li>1. The proposed action, as applicable;</li><li>2. A statement of the reason for the proposed action; and</li><li>3. Notice that the employee is entitled to a hearing conducted by a TEA-appointed hearing examiner, in accordance with policies at DFBB and DFD.</li></ol>
CONSIDERATION FOR AVAILABLE POSITIONS	<p>An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.</p> <p>If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:</p> <ol style="list-style-type: none"><li>1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.</li><li>2. The evidentiary hearing by the independent hearing examiner, if the employee requests a hearing.</li></ol>
LIST OF VACANCIES	<p>For the six-month period following an employee's receipt of a notice of proposed nonrenewal or discharge, the District shall make available to the employee an updated list of vacancies.</p>
HEARING REQUEST NONRENEWAL: TERM CONTRACT	<p>An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.</p>
DISCHARGE: CHAPTER 21 CONTRACT	<p>An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD as specified in the notice of proposed discharge.</p>
DISCHARGE: NON- CHAPTER 21 CONTRACT	<p>An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the</p>

Fort Worth ISD  
220905

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

Education Code may request a hearing before the Board or its designee in accordance with DCE.

FINAL ACTION  
HEARING  
REQUESTED

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

NO HEARING  
REQUESTED

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

DATE ISSUED: ~~5/29/2015~~ 11/20/2013  
UPDATE 10298  
DFFA(LOCAL)-X

ADOPTED:

5 of 5

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

PLAN TO REDUCE  
PERSONNEL COSTS

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- Salary reductions [see DEA];
- Furloughs, if the District has received from the commissioner of education certification of a reduction in funding under Education Code 42.009 [see CBA and DEA];
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, if applicable.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

REDUCTION IN FORCE  
DUE TO FINANCIAL  
EXIGENCY  
APPLICABILITY

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

DEFINITIONS

Definitions used in this policy are as follows:

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

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3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

CRITERIA FOR  
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
  - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
  - b. Any other written evaluative information, including disciplinary information.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.
4. Professional Background: Professional education and work experience related to the current or projected assignment.

SUPERINTENDENT  
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

BOARD VOTE	<p>After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.</p> <p>If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).</p> <p>If the Board votes to propose discharge of one or more employees, the hearing will be conducted by a TEA-appointed hearing examiner [see DFD].</p>
NOTICE	<p>The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:</p> <ol style="list-style-type: none"><li>1. The proposed action, as applicable;</li><li>2. A statement of the reason for the proposed action; and</li><li>3. Notice that the employee is entitled to a hearing conducted by a TEA-appointed hearing examiner, in accordance with policies at DFBB and DFD.</li></ol>
CONSIDERATION FOR AVAILABLE POSITIONS	<p>An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.</p> <p>If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:</p> <ol style="list-style-type: none"><li>1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.</li><li>2. The evidentiary hearing by the independent hearing examiner, if the employee requests a hearing.</li></ol>
LIST OF VACANCIES	<p>For the six-month period following an employee's receipt of a notice of proposed nonrenewal or discharge, the District shall make available to the employee an updated list of vacancies.</p>
HEARING REQUEST NONRENEWAL: TERM CONTRACT	<p>An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.</p>
DISCHARGE: CHAPTER 21 CONTRACT	<p>An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD as specified in the notice of proposed discharge.</p>

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

DISCHARGE:  
NON-CHAPTER 21  
CONTRACT

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

FINAL ACTION  
HEARING  
REQUESTED  
  
NO HEARING  
REQUESTED

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

DRAFT



# Board Policy Update #104

## ▲ FEB(LOCAL): ATTENDANCE – ATTENDANCE ACCOUNTING

### **RATIONALE:**

To match wording in state rule, we have revised the text in this local policy to refer to "alternative" times for taking attendance. See ALTERNATIVE RECORDING TIME.

The 2015–16 TEA Student Attendance Accounting Handbook (SAAH) requires districts to maintain written local board-adopted policies that provide detailed information on the district's attendance accounting system, including the district's written policy for documentation to establish student residency. To tie this policy on attendance accounting with the district's residency provisions at FD(LOCAL), we have added, at ATTENDANCE ACCOUNTING SYSTEM, a cross-reference to FD for admissions and residency requirements related to student attendance accounting.

MIA HALL, DIRECTOR

ATTENDANCE  
ATTENDANCE ACCOUNTING

FEB  
(LOCAL)

ATTENDANCE  
ACCOUNTING SYSTEM

The Superintendent shall be responsible for maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

~~ALTERNATIVE~~  
ALTERNATE RECORDING  
TIME

When appropriate, the Superintendent shall establish written procedures permitting a campus to specify an ~~alternative~~ alternate time for taking attendance other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus or for a designated group of students at a campus. The ~~alternative~~ alternate time for recording attendance shall be determined in accordance with TEA's *Student Attendance Accounting Handbook*.

PARENTAL CONSENT  
TO LEAVE CAMPUS

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

DRAFT

ATTENDANCE  
ATTENDANCE ACCOUNTING

FEB  
(LOCAL)

ATTENDANCE  
ACCOUNTING SYSTEM

The Superintendent shall be responsible for maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

ALTERNATIVE  
RECORDING TIME

When appropriate, the Superintendent shall establish written procedures permitting a campus to specify an alternative time for taking attendance other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus or for a designated group of students at a campus. The alternative time for recording attendance shall be determined in accordance with TEA's *Student Attendance Accounting Handbook*.

PARENTAL CONSENT  
TO LEAVE CAMPUS

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

DRAFT

# Board Policy Update #103

- ▲ GRA(LOCAL): RELATIONS WITH GOVERNMENTAL ENTITIES – STATE AND LOCAL GOVERNMENTAL AUTHORITIES

## **RATIONALE**

At STUDENTS TAKEN INTO CUSTODY, the district's current policy includes a statement that if an officer or other authorized person arresting or taking a student into custody raises a valid objection to the campus administrator immediately notifying the parent at the time, the campus administrator shall not notify the parent. However, as explained at FO(LLEGAL), above, the campus behavior coordinator is required to provide written notice to a parent, within the time period described in law, when a student is taken into custody by law enforcement under Chapter 37 of the Education Code.

We have added a cross-reference to FO as a reminder of this obligation. We have retained your locally developed provisions describing your SCHOOL–POLICE LIAISON TEAMS. Please note that you have a policy provision at CKE(LOCAL) recognizing the district's agreement with local law enforcement for providing school resource officers, as they are defined by statute. You may wish to consider whether there is any overlap or conflict between the unique text in this policy and the provisions at CKE.

MIA HALL, DIRECTOR

RELATIONS WITH GOVERNMENTAL ENTITIES  
STATE AND LOCAL GOVERNMENTAL AUTHORITIES

GRA  
(LOCAL)

CHILD ABUSE  
INVESTIGATION

When a representative of the Department of Family and Protective Services or another lawful authority requests~~desires~~ to question or interview a student at school as part of a child abuse investigation, a campus administrator shall cooperate fully with the official's requests regarding the conditions of the interview or questioning.

A campus administrator shall verify and record the identity of the officer or other authority, make a copy of the badge or credentials, and request an explanation of the need to question or interview the student at school. The student's identity shall also be verified by the campus administrator.

QUESTIONING OF  
STUDENTS BY LAW  
ENFORCEMENT  
OTHER THAN FOR  
CHILD ABUSE

When law enforcement officers or other lawful authorities re-~~quest~~desire to question or interview a student at school for any purpose other than a child abuse investigation, the following guidelines shall apply:

1. A campus administrator shall verify and record the identity of the officer or other authority, make a copy of the badge or credentials, and request an explanation of the need to question or interview the student at school. The student's identity shall also be verified by the campus administrator [see GRA(EXHIBIT)].
2. A campus administrator shall notify the student's parent~~par-~~ents or other person having lawful control of the student. If the interviewer raises what the administrator considers to be a valid objection to the notification (such as the parent~~parents~~ being under investigation), the administrator shall document the objection and the parent~~parents~~ shall not be notified.
3. A campus administrator shall be present during the questioning or interview. If the interviewer raises what the administrator considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence, the administrator shall document the objection, the interviewer shall initial the acknowledgement, and the interview shall be conducted without the presence of an administrator.

STUDENTS TAKEN  
INTO CUSTODY

Before a student at school is arrested or taken into custody by a law enforcement officer or other legally authorized person, a campus administrator shall verify the official's identity and make a copy of the badge or credentials. To the best of his or her ability, the campus administrator shall verify the official's authority to take custody of the student [see GRA] and then shall deliver over the student.

RELATIONS WITH GOVERNMENTAL ENTITIES  
STATE AND LOCAL GOVERNMENTAL AUTHORITIES

GRA  
(LOCAL)

SCHOOL-POLICE  
LIAISON TEAMS

The administrator shall immediately notify the Superintendent or designee and shall notify the ~~parent~~parents or other person having lawful control of the student. If the officer or other authorized person raises what the administrator considers to be a valid objection to notifying the ~~parent~~parents at that time, the campus administrator shall document the objection and shall not notify the ~~parent~~parents.

[See FO for notification requirements by the campus behavior coordinator under Education Code Chapter 37.]

The District provides school-police liaison teams. Each team shall consist of a ~~Fort Worth~~-city police officer and a professional educator employed by the District. The police officers ~~shall be members of the youth division of the Fort Worth Police Department and~~ shall be assigned full-time to the District. The professional educator shall be former teachers and shall be called "~~court-related~~ area advisors." The city is divided into geographical areas, and each team shall serve a high school and shall be available to assist as needed at the feeder middle and elementary schools. In addition, a ~~Fort Worth~~-city police officer from the youth division shall be assigned to each middle school and may assist at feeder elementary schools in cases of law violations. These teams shall visit the schools in their area on a regular basis in order to meet staff, students, parents, and to recognize potential trouble areas.

When a school needs additional assistance, the campus administrator shall notify the department of safety and security. The appropriate team shall be dispatched to the school.

The area advisor shall be available to advise and support the site administrator and counsel students when appropriate. If a violation of the law occurs, the school liaison officer shall make an arrest or take other appropriate action.

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVE PLAT AT TEA 836 SCARBOROUGH-HANDLEY ATHLETIC FIELD FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE 060 (RFCSP#17-008)**

**BACKGROUND:**

New construction of a field house at TEA 836 Scarborough-Handley Athletic Field will require the installation of new underground utilities as well as the expansion of the campus buildings footprint. This board agenda item is to present the plat and tax affidavit for Lot 1, Block 1, Scarborough-Handley Athletic Field, City Of Fort Worth, Tarrant County, Texas.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Plat at TEA 836 Scarborough-Handley Athletic Field for the 2013 Capital Improvement Program Bid Package 060 (RFCSP#17-008)
2. Decline to Approve Plat at TEA 836 Scarborough-Handley Athletic Field for the 2013 Capital Improvement Program Bid Package 060 (RFCSP#17-008)
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Plat at TEA 836 Scarborough-Handley Athletic Field for the 2013 Capital Improvement Program Bid Package 060 (RFCSP#17-008)

**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**

Capital Improvement Program  
District Operations

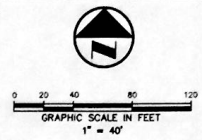
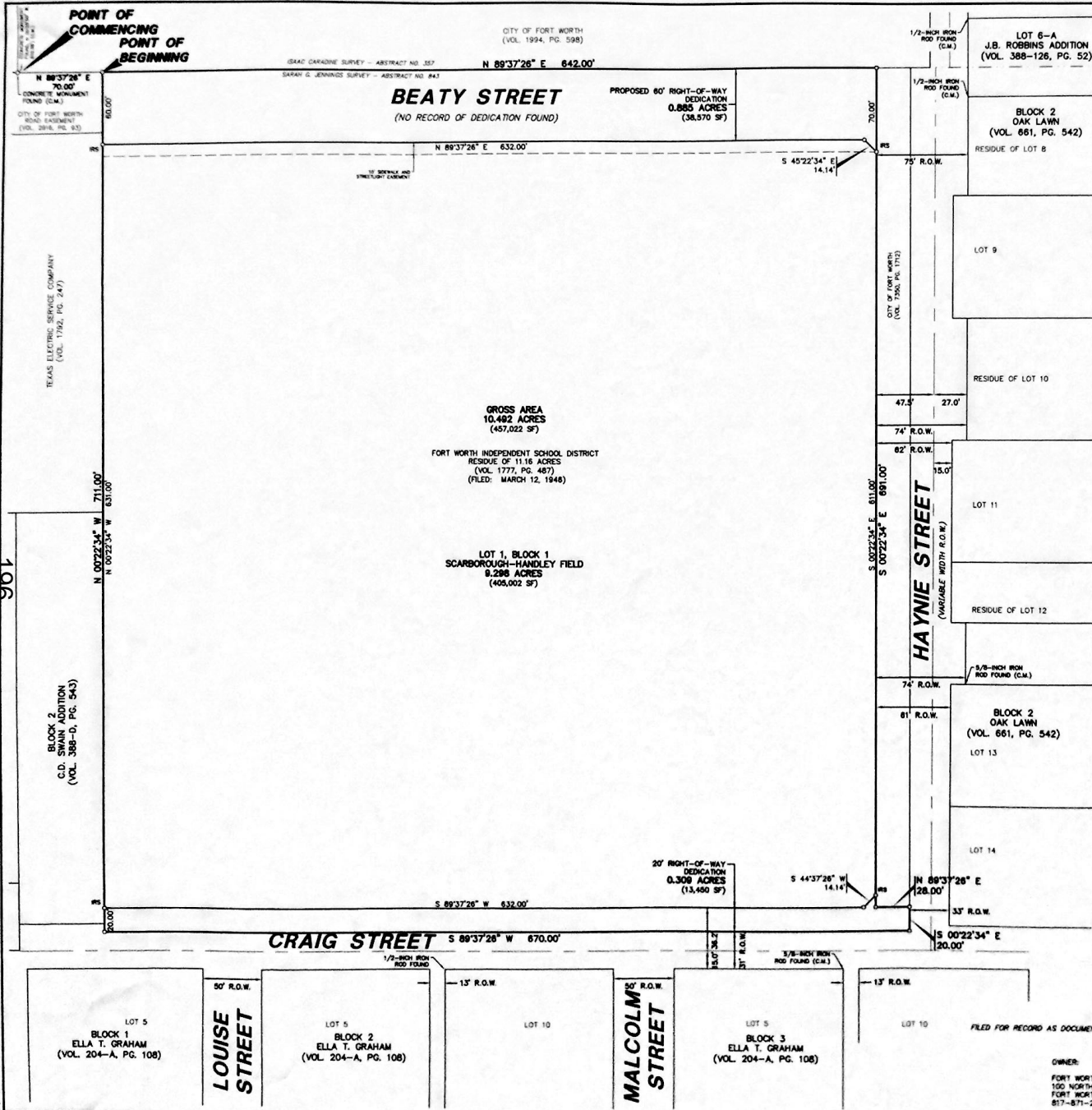
**RATIONALE:**

The plat must be recorded with Tarrant County in order to satisfy county requirements and the tax affidavit must be filed to keep FWISD from paying tax on this property.

**INFORMATION SOURCE:**

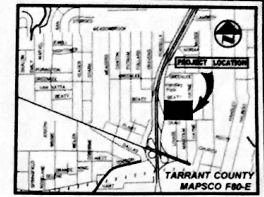
Vicki Burris  
Art Cavazos  
Randy Cofer





**LEGEND**

- PROPERTY LINE
- - - EASEMENT LINE
- - - PROPOSED EASEMENT
- - - CENTERLINE OF R.O.W.
- - - SETBACK LINE
- - - SURVEY ABSTRACT LINE
- RS 1/2-INCH IRON ROD FOUND
- RS 7/8-INCH IRON ROD FOUND
- (C.M.) CONTROLLING MONUMENT



**LOT AREA TABLE**

LOT 1, BLOCK 1	405,022 SF	9.298 ACRES
R.O.W. - CRAIG ST	13,450 SF	0.309 ACRES
R.O.W. - BEATY ST	38,570 SF	0.885 ACRES
<b>TOTAL</b>	<b>457,042 SF</b>	<b>10.482 ACRES</b>

**NOTES**

- Bearing system for this survey is based on Texas State Plane Coordinate System - NAD 83 (2011) Adjustment, North Central Zone 4932, based on observations made on July 13, 2008 using the published combined scale factor of 1.00002.
- Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, Map No. 484992333C, Community-Plan No. 400082 6330 S, Effective Date September 23, 2009. All of the subject property is shown to be located in Zone "X" on said map. The location of the said floodlines is based on said map, is approximate and is not located on the ground. Flooded areas are defined on said map as follows:  
Zone "X" - Other Areas: Areas determined to be outside the 0.2% annual chance floodplain.
- The survey abstract shows areas approximate and are not located on the ground.
- The City of Fort Worth shall not be responsible for maintenance of private streets, drives, emergency access easements, public access easements, public pedestrian access easements, recreation areas, open spaces and drainage facilities, and said owners agree to indemnify and save harmless the City of Fort Worth, Texas, from claims, damages and losses arising out of or from performance of the obligations of said owners set forth in this paragraph.

**Building Permits**  
No building permits shall be issued for any lot in this Subdivision until an appropriate CFA or other acceptable provisions are made for the construction of any applicable water, sewer, storm drain, street lights, sidewalks, or paving improvements, and approval is first obtained from the City of Fort Worth.

**Utility Easements**  
Any public utility including the City of Fort Worth shall have the right to move and keep moved all or part of any building, fence, tree, shrub, or other structure which in any way endangers or interferes with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat, and they shall have the right at all times to ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, painting, maintaining, and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of anyone.

**Sidewalks**  
Sidewalks are required adjacent to both sides of all public and private streets, in conformance with the Sidewalk Policy per "City Development Design Standards".

**Construction Prohibited Over Easements**  
No permanent buildings or structures shall be constructed over any existing or planned water, sanitary sewer, drainage, gas, electric, cable or other utility easement of any type.

**Transportation Impact Fees**  
The City of Fort Worth has an ordinance implementing the assessment and collection of transportation impact fees. The total amount is established on the approval date of this plat application, based upon Schedule 1 of the impact fee ordinance in effect as of the date of the plat. The amount to be collected is determined under Schedule 2 of said ordinance, and is due on the date a building permit is issued.

**Partway Permit**  
Partway improvements such as curb & gutter, pavement tie-in, drive approaches, sidewalks and drainage inlets may be required at time of building permit issuance via a partway permit.

**Private Maintenance Note**  
The City of Fort Worth shall not be responsible for maintenance of private streets, drives, emergency access easements, public access easements, public pedestrian access easements, recreation areas, open spaces and drainage facilities, and said owners agree to indemnify and save harmless the City of Fort Worth, Texas, from claims, damages and losses arising out of or from performance of the obligations of said owners set forth in this paragraph.

**Water Impact Fees**  
The City of Fort Worth has an ordinance implementing the assessment and collection of water and wastewater impact fees. The total amount assessed is established on the filing date of this plat application, based upon Schedule 1 of the current impact fee ordinance. The amount to be collected is determined under Schedule 3 of said ordinance, and becomes effective on the date a building permit is issued, or the connection date to the municipal water and/or wastewater system.

**FORT WORTH**  
CITY PLAN COMMISSION  
CITY OF FORT WORTH, TEXAS

This plat is valid only if recorded within 90 days after date of approval.

Plat Approval Date: \_\_\_\_\_

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

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

SHEET 1 OF 2  
FINAL PLAT  
**LOT 1, BLOCK 1  
SCARBOROUGH-HANDLEY FIELD**  
10.482 ACRES  
LOCATED IN THE CITY OF FORT WORTH, TEXAS  
AND BEING OUT OF THE  
SARAH G. JENNINGS SURVEY, ABSTRACT NO. 843,  
TARRANT COUNTY, TEXAS

FILED FOR RECORD AS DOCUMENT NO. \_\_\_\_\_ P.R.T.G. DATE \_\_\_\_\_

CASE NO. FP-16-074

OWNER:  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
100 NORTH UNIVERSITY DRIVE  
FORT WORTH, TX 76107  
817-871-2000

SURVEYOR:  
PACHICO KOCH LLC  
8100 WESTERN PLACE, STE 1001  
FORT WORTH, TX 76107  
817-412-7159  
CONTACT: RENE SILVAS, P.L.L.C.

APPROVED BY:  
J.M.H. / R.S. / R.S. / R.S.

DATE:  
MARCH 2017

JOB NUMBER:  
3682-15364

REVISIONS: 1. DATE: 3/14/17 BY: J.M.H. 2. DESCRIPTION: 15' R.O.W. ADJUSTMENT TO LOT 10. 3. DATE: 3/14/17 BY: J.M.H. 4. DESCRIPTION: 15' R.O.W. ADJUSTMENT TO LOT 10.

FINAL PLAT - SCARBOROUGH-HANDLEY FIELD

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVE INCREASE TO THE ESTIMATED TOTAL COST OF JOC  
FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On June 10, 2014, the Board approved eight (8) firms to perform General Construction Services for smaller projects contained in the 2013 Capital Improvement Program (CIP) using the procurement method Job Order Contracting (JOC). On October 27, 2015 the number of approved firms was increased to (11). A number of projects have been strategically realigned to create bid packages that provide the best value for the District. As a result, some projects with minor scopes of work have been set aside as best suited for the JOC procurement method. The current estimated cost for JOC services is \$4,000,000. It is expected that the cost of the JOC work will increase. Therefore, CIP is requesting approval to increase the cost of JOC services by \$2,500,000, for a total amount of \$6,500,000. Funding for this work is within the BOE approved project budgets; therefore, a formal budget amendment is not required.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Increase to the estimated total cost of JOC for the 2013 Capital Improvement Program
2. Decline to Approve Increase to the estimated total cost of JOC for the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Increase to the estimated total cost of JOC for the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

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**

Capital Improvement Program

**RATIONALE:**

The current estimated cost for JOC services is \$4,000,000. It is expected that the cost of the JOC work will increase. Therefore, CIP is requesting approval to increase the cost of JOC services by \$2,500,000, for a total amount of \$6,500,000.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVE RIGHT-OF-WAY EASEMENT OF FWISD PROPERTY  
LOCATED AT 100 N. UNIVERISTY DR. TO THE CITY OF FORT  
WORTH FOR TRAFFIC SIGNAL IMPROVEMENTS**

**BACKGROUND:**

The City of Fort Worth needs to acquire 312 square feet permanent Right-of-Way of FWISD's property at 100 North University Drive for the construction of traffic signal improvements at White Settlement Road and North University Drive. In lieu of compensation the City of Fort Worth has offered to improve the following:

- Closure of two driveways on the northeast corner with new curb and gutter
- New sidewalk from the corner to the FWISD parking lot
- New curb and pavement in the FWISD parking lot to create seven new parking spaces
- Pavement marking for the parking spaces
- New block sodding
- A temporary construction easement of 3,634 square feet will be required

This offer represents a transferable value for the property to be acquired, less mineral rights, but no drilling surface rights will be retained by FWISD.

The City will pay for the necessary expenses incurred in transferring title to the property for use by the City.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Right-of-Way Easement of FWISD Property Located at 100 N. University Dr. to the City of Fort Worth for Traffic Signal Improvements
2. Decline to Approve Right-of-Way Easement of FWISD Property Located at 100 N. University Dr. to the City of Fort Worth for Traffic Signal Improvements
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Right-of-Way Easement of FWISD Property Located at 100 N. University Dr. to the City of Fort Worth for Traffic Signal Improvements

**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**

Administration Building Property

**RATIONALE:**

It is Mandatory that the City of Fort Worth Acquire Property for Easements to Make Necessary Improvements.

**INFORMATION SOURCE:**

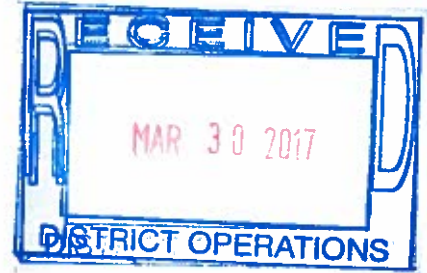
Art Cavazos



**INITIAL OFFER**

DATE 3/28/2017

**CERTIFIED NUMBER 7016 0600 0000 4874 1686**



Fort Worth Independent School District  
Attn: Art Cavazos  
100 N. University  
Fort Worth, TX 76107

**Re: Traffic Signal Improvements for White Settlement at University**

CPN 02530, PARCEL # 1  
100 N. University, Fort Worth, Tarrant County, Texas 76107  
Lot 6, Block 1R, Bailey's Industrial Addition  
City of Fort Worth, Texas

Dear Mr. Art Cavazos:

This letter will confirm our discussions with you concerning the necessity of the City of Fort Worth ("City") acquiring a portion of the Fort Worth Independent School District's property located at 100 N. University, Fort Worth, Tarrant County, Texas 76107 for the construction of the **Traffic Signal Improvements for White Settlement at University**.

Based on improvements in lieu of compensation between the Fort Worth Independent School District and the City of Fort Worth, the City has offered to improve the following for a Temporary Construction Easement of 3,634 square feet and a Right-of-Way Easement of 312 square feet, including improvements, which is designated as Parcel 1:

- The closure of two driveways on the northeast corner with new curb and gutter
- New sidewalk from the corner to the FWISD parking lot
- New curb and pavement in the FWISD parking lot to create seven new parking spaces
- Pavement markings for the parking spaces
- New block sodding

The City believes that this offer represents a transferable value for the property to be acquired, less the value of any oil, gas and sulphur, but with no surface rights retained by the Fort Worth Independent School District for exploration, development, mining, or drilling on the 3,634 square feet to be acquired.

*Please be advised that under Subchapter E of the Texas Property Code, as amended, the owner or the owner's heirs, successors, or assigns may be entitled before the 10<sup>th</sup> anniversary of the date of this acquisition to repurchase or request certain information about the use and any actual progress made toward the use for which the property was acquired through eminent domain, and the repurchase price will be the price the City pays you in this acquisition.*

If the City reaches an agreement with the Fort Worth Independent School District, in addition to receiving the agreed upon improvements, the City will pay for necessary expenses incurred in transferring title to the property for use by the City.

Lastly, we have enclosed copies of the needed conveyance documents to the property being acquired by the City of Fort Worth.

If you have any questions regarding this letter, the details about the type of facility or improvements to be built, or concerning the negotiated improvements, please contact me at 817-392-5166.

Sincerely,

CITY OF FORT WORTH



Ricky Salazar  
Land Agent

Enclosures:

Proposed easement instrument  
Texas Landowner's Bill of Rights  
W-9



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**CPN 02530  
Traffic Signal Improvements for White Settlement at University  
Parcel # 1  
100 N. University  
Lot 6, Block 1R, Bailey's Industrial Addition**

### **RIGHT-OF-WAY EASEMENT**

**THAT Fort Worth Independent School District**, hereinafter referred to as "Grantor", for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, receipt of which is hereby acknowledged, does **Grant, Bargain, and Convey** to said City, its successors and assigns, the use, passage in and along the Property ("Property") situated in Tarrant County, Texas, hereinafter described in the attached Exhibits "A" and "B". Grantor does hereby acknowledge and agree that this conveyance to City includes the right of the City to permit the public to use the Property as a public right-of way. Grantor also hereby acknowledges and agrees that this conveyance to City includes the right of the City to construct and install sidewalks and to permit utilities to be situated within the Property as required by the City or by law. "Utilities" includes but are not limited to: water facilities, sewer facilities, gas facilities electric facilities, telecommunication facilities, drainage facilities and other utilities as defined by law.

It is intended by these presents to convey a **right-of-way** to the said City of Fort Worth to maintain and construct the **right-of-way** improvements, with the usual rights of ingress and egress in the necessary use of such **right-of-way**, in and along said Property.

**TO HAVE AND TO HOLD** the above described Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors and assigns, forever. Grantor does hereby bind itself, it's heirs, successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

HERETO WITNESS MY HAND this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR(S): Fort Worth Independent School District

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTEE: City of Fort Worth

By (Signature): \_\_\_\_\_

(Print Name) \_\_\_\_\_, Title \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

(Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_, Title \_\_\_\_\_

THE STATE OF TEXAS §

§

COUNTY OF TARRANT §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of \_\_\_\_\_ and that he/she executed the same as the act of said \_\_\_\_\_ the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**ACKNOWLEDGEMENT**

STATE OF TEXAS           §

COUNTY OF TARRANT    §

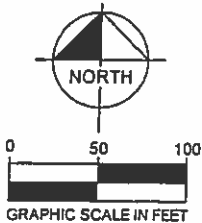
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this        day        personally        appeared \_\_\_\_\_, \_\_\_\_\_ of the City of Fort Worth, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas



EXHIBIT "A"



LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°04'50"E	25.00'
L2	S44°51'10"E	35.40'
L3	N89°47'10"W	25.00'

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE

LEGEND

P.O.B. = POINT OF BEGINNING  
 IRF = IRON ROD FOUND  
 PRTCT = PLAT RECORDS  
 TARRANT COUNTY TEXAS

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

NORTH UNIVERSITY DRIVE  
 (VARIABLE WIDTH R.O.W.)

N0°04'50"E 679.54'

"Y" IN CONC FOUND

LOT 1FRA, BLOCK B  
 BAILEY'S INDUSTRIAL ADDITION  
 VOLUME 388-104, PAGE 983  
 PRTCT

SHOTTS STREET  
 (60' WIDTH R.O.W.)

LOT 4, BLOCK B  
 BAILEY'S INDUSTRIAL ADDITION  
 VOLUME 388-M, PAGE 55  
 PRTCT

LOT 6, BLOCK 1R  
 BAILEY'S INDUSTRIAL ADD'N  
 VOLUME 388-22, PAGE 9  
 PRTCT

LOT 5, BLOCK 1R  
 BAILEY'S INDUSTRIAL ADD'N  
 VOLUME 388-22, PAGE 9  
 PRTCT

RIGHT-OF-WAY EASEMENT  
 0.0072 ACRES  
 312 SQ. FT.

5/8" IRF

P.O.B. WHITE SETTLEMENT ROAD  
 (VARIABLE WIDTH R.O.W.)

RIGHT-OF-WAY EASEMENT  
 part of Lot 6, Block 1R  
 BAILEY'S INDUSTRIAL ADD'N  
 City of Fort Worth, Tarrant County, Texas

**Kimley»Horn**

801 Chery Street, Unit 11, # 950  
 Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511  
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	FCN	JPW	10/24/2016	061018158	2 OF 2

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the JOSEPH CONNER SURVEY, Abstract No. 355, City of Fort Worth, Tarrant County, Texas and being a portion of Lot 6, Block 1R of BAILEY'S INDUSTRIAL ADD'N, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Volume 388-22, Page 9 of the Plat Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

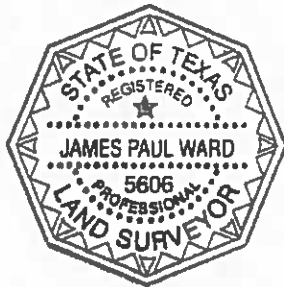
**BEGINNING** at 5/8" iron rod found at the southwest corner of said Lot 6, Block 1R and at the intersection of the east right-of-way line of North University Drive (having a variable width right-of-way) and the north right-of-way line of White Settlement Road (having a variable width right-of-way);

**THENCE** North 0°04'50" East, along the west line of said Lot 6, Block 1R and said east right-of-way line of North University Drive, a distance of 25.00 feet to a point for corner from which a "Y" cut in concrete found at the southwest corner of Lot 1FRA, Block B of BAILEY'S INDUSTRIAL ADDITION, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Volume 388-104, Page 983 of said Plat Records, and at the intersection of said east right-of-way line of North University Drive and north right-of-way line of Shotts Street (having a 60-foot right-of-way) bears, North 0°04'50" East, along said west line of Lot 6, Block 1R, to and along the west line of Lot 4, Block B of BAILEY'S INDUSTRIAL ADDITION, according to the plat thereof recorded in Volume 388-M, Page 55 of said Plat Records, and said east right-of-way line of North University Drive, a distance of 679.54 feet;

**THENCE** South 44°51'10" East, departing said west line of Lot 6, Block 1R and said east right-of-way line of North University Drive, over and across said Lot 6, Block 1R, a distance of 35.40 feet to a point for corner on the south line of said Lot 6, Block 1R and said north right-of-way line of White Settlement Road;

**THENCE** North 89°47'10" West, along the south line of said Lot 6, Block 1R and said north right-of-way line of White Settlement Road, a distance of 25.00 feet to the **POINT OF BEGINNING** and containing 312 square feet or 0.0072 of an acre of land.

JAMES PAUL WARD  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 5606  
 801 CHERRY STREET, UNIT 11  
 SUITE 950  
 FORT WORTH, TEXAS 76102  
 PH. 817-335-6511  
 paul.ward@kimley-horn.com



**RIGHT-OF-WAY EASEMENT**  
 part of Lot 6, Block 1R  
 BAILEY'S INDUSTRIAL ADD'N  
 City of Fort Worth, Tarrant County, Texas

**Kimley»Horn**

801 Cherry Street, Unit 11, # 950 Fort Worth, Texas 76102 FIRM # 10184040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	FCN	JPW	10/24/2016	051018156	1 OF 2

*Handwritten signature and date: 2-7-2017*

CPN 02530  
Traffic Signal Improvements for White Settlement at University  
Parcel # 1 TCE  
100 N. University  
Lot 6, Block 1R, Bailey's Industrial Addition

**CITY OF FORT WORTH**  
**TEMPORARY CONSTRUCTION EASEMENT**

DATE:

GRANTOR: FORT WORTH INDEPENDENT SCHOOL DISTRICT

GRANTOR'S MAILING ADDRESS (including County):  
100 N. UNIVERSITY  
FORT WORTH, TARRANT COUNTY, TX 76107

GRANTEE: CITY OF FORT WORTH

GRANTEE'S MAILING ADDRESS (including County):  
200 TEXAS ST.  
FORT WORTH, TARRANT COUNTY, TX 76102

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: All of that certain tract or parcel of land in Tarrant County, Texas, being more particularly described in the attached Exhibit "A" and Exhibit "B".

Grantor, for the consideration paid to Grantor, hereby grant, bargain and convey unto Grantee, its successors and assigns, the use and passage in, over, and across, below and along the Easement Property situated in Tarrant County, Texas, in accordance with the legal description hereto attached as Exhibit "A", and ingress and egress over Grantor's property to the easement as shown on Exhibit "B".

It is further agreed and understood that Grantee will be permitted the use of said Easement Property for the purpose of **closing driveways and constructing sidewalk**. Upon completion of improvements and its acceptance by Grantee, all rights granted within the described Temporary Construction Easement shall cease.

TO HAVE AND TO HOLD the above described Easement Property, together with, all and singular, the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns until the completion of construction and acceptance by Grantee. Grantor hereby bind themselves, their heirs, successors, and assigns, to warrant and defend, all and singular, said easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**ACKNOWLEDGEMENT**

STATE OF TEXAS           §

COUNTY OF TARRANT    §

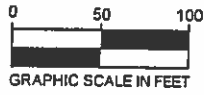
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of the City of Fort Worth, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas



EXHIBIT "A"



LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°04'50"E	25.00'
L2	N00°04'50"E	48.23'
L3	S89°55'10"E	33.10'
L4	S00°18'29"W	44.76'
L5	S89°47'10"E	50.99'
L6	S00°12'50"W	32.55'
L7	N89°47'10"W	18.84'
L8	N00°12'50"E	4.00'
L9	N89°47'10"W	40.00'
L10	N89°47'10"W	25.00'
L11	N44°51'10"W	35.40'

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE

LEGEND

P.O.B. = POINT OF BEGINNING  
 IRF = IRON ROD FOUND  
 PRTCT = PLAT RECORDS  
 TARRANT COUNTY TEXAS

NOTES

Bearing system based on the Texas  
 Coordinate System of 1983, North Central  
 Zone (4202), North American Datum of  
 1983.

NORTH UNIVERSITY DRIVE

(VARIABLE WIDTH R.O.W.)  
 N0°04'50"E 631.31'

LOT 1FRA, BLOCK B  
 BAILEY'S INDUSTRIAL ADDITION  
 VOLUME 388-104, PAGE 983  
 PRTCT

SHOTTS STREET  
 (60' WIDTH R.O.W.)

LOT 4, BLOCK B  
 BAILEY'S  
 INDUSTRIAL ADDITION  
 VOLUME 388-M, PAGE 55  
 PRTCT

LOT 6, BLOCK 1R  
 BAILEY'S INDUSTRIAL ADD'N  
 VOLUME 388-22, PAGE 9  
 PRTCT

LOT 5, BLOCK 1R  
 BAILEY'S INDUSTRIAL ADD'N  
 VOLUME 388-22, PAGE C  
 PRTCT

TEMPORARY  
 CONSTRUCTION  
 EASEMENT  
 0.0834 ACRES  
 3,634 SQ. FT.

P.O.B.

P.O.C.

WHITE SETTLEMENT ROAD  
 (VARIABLE WIDTH R.O.W.)

TEMPORARY CONSTRUCTION  
 EASEMENT

part of Lot 6, Block 1R  
 BAILEY'S INDUSTRIAL ADD'N  
 City of Fort Worth, Tarrant County, Texas

**Kimley»Horn**

801 Cherry Street, Unit 11, # 950  
 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511  
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	FCN	JPW	10/24/2016	061018158	2 OF 2

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the JOSEPH CONNER McNEESE SURVEY, Abstract No. 355, City of Fort Worth, Tarrant County, Texas and being a portion of Lot 6, Block 1R of BAILEY'S INDUSTRIAL ADD'N, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Volume 388-22, Page 9 of the Plat Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

**COMMENCING** at 5/8" iron rod found at the southwest corner of said Lot 6, Block 1R and at the intersection of the east right-of-way line of North University Drive (having a variable width right-of-way) and the north right-of-way line of White Settlement Road (having a variable width right-of-way);

**THENCE** North 0°04'50" East, along the west line of said Lot 6, Block 1R and said east right-of-way line of North University Drive, a distance of 25.00 feet to the **POINT OF BEGINNING**, of easement being described;

**THENCE** North 0°04'50" East, along the west line of said Lot 6, Block 1R and said east right-of-way line of North University Drive, a distance of 48.23 feet to a point for corner from which a "Y" cut in concrete found at the southwest corner of Lot 1FRA, Block B of BAILEY'S INDUSTRIAL ADDITION, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Volume 388-104, Page 983 of said Plat Records, and at the intersection of said east right-of-way line of North University Drive and north right-of-way line of Shotts Street (having a 60-foot right-of-way) bears, North 0°04'50" East, along said west line of Lot 6, Block 1R, to and along the west line of Lot 4, Block B of BAILEY'S INDUSTRIAL ADDITION, according to the plat thereof recorded in Volume 388-M, Page 55 of said Plat Records, and said east right-of-way line of North University Drive, a distance of 631.31 feet;

**THENCE** over and across said Lot 6, Block 1R the following:

South 89°55'10" East, a distance of 33.10 feet to a point for corner;

South 0°18'29" West, a distance of 44.76 feet to a point for corner;

South 89°47'10" East, a distance of 50.99 feet to a point for corner;

South 0°12'50" West, a distance of 32.55 feet to a point for corner on the south line of said Lot 6, Block 1R and said north right-of-way line of White Settlement Road;

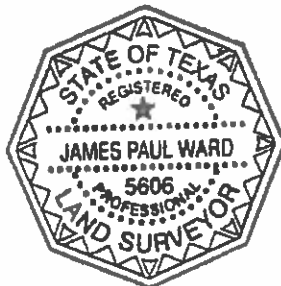
**THENCE** along said south line of Lot 6, Block 1R and said north right-of-way line of White Settlement Road the following:

North 89°47'10" West, a distance of 18.84 feet to a point for corner;

North 0°12'50" East, a distance of 4.00 feet to a point for corner;

North 89°47'10" West, a distance of 40.00 feet from which said 5/8" iron rod found bears North 89°47'10" West, a distance of 25.00 feet;

**THENCE** North 44°51'10" West, departing said south line of Lot 6, Block 1R and said north right-of-way line of White Settlement Road, over and across said Lot 6, Block 1R, a distance of 35.40 to the **POINT OF BEGINNING** and containing 3,634 square feet or 0.0834 of an acre of land.



JAMES PAUL WARD  
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 paul.ward@kimley-horn.com

**TEMPORARY  
 CONSTRUCTION EASEMENT**  
 part of Lot 6, Block 1R  
 BAILEY'S INDUSTRIAL ADD'N  
 City of Fort Worth, Tarrant County, Texas

**Kimley»Horn**

801 Cherry Street, Unit 11, # 950  
 Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511  
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	FCN	JPW	10/24/2016	061018156	1 OF 2

*James Paul Ward* 2-7-2017

**ACTION AGENDA ITEM  
BOARD MEETING  
April 25, 2017**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACT WITH A GENERAL CONTRACTOR FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE 063 (RFCSP #17-067)**

**BACKGROUND:**

The process of advertising and releasing a Request for Competitive Sealed Proposals RFCSP #17-067 for the construction of the 2013 CIP Bid Package 063 has been completed. BP 063 includes renovation scope of work at the following campuses: TEA 051 – Meacham MS, TEA 125 – Eastern Hills ES, TEA 130 – Harlean Beal ES, TEA 138 – H.V. Helbing ES, TEA 222 – L. Clifford Davis ES and TEA 834 – Wilkerson Greines Athletic Fields.

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

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 063 (RFCSP #17-067)
2. Decline to Approve Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 063 (RFCSP #17-067)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 063 (RFCSP #17-067)

**FUNDING SOURCE**

***Additional Details***

CIP	681-81-6629-B39-XXX-99-000-000000 - \$	1,064,227
	681-81-6629-B40-XXX-99-000-000000 - \$	34,774
	Subtotal - \$	1,099,001

**COST:**

\$ 1,099,001

**VENDOR:**

Top Ranked:

- 1) Basecom Construction Services
- 2) Reeder + Summit Joint Venture

**PURCHASING MECHANISM**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

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

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

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer