

*Board of Education
Regular Meeting
April 11, 2017*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on April 11, 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 - A.M. Pate Elementary School

3. RECOGNITIONS

- A. Recognition of Students Performing and Greeting Prior to the Meeting
- B. Bobby Bragan Youth Foundation Scholarship Winners
- C. Parent Recognitions

4. PUBLIC COMMENT

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

6. DISCUSSION OF AGENDA ITEMS

7. CONSENT AGENDA ITEMS

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

- A. Board of Education Meeting Minutes 4
 - 1. March 7, 2017 - Board Workshop 6
 - 2. March 21, 2017 - Regular Meeting 8
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 - 1. Approve the 2017 Advanced Placement Exam Fees 16
 - 2. Approve Purchase of 6th Grade Health Education Materials 20

3. Approve the Change of Vendor to Support the Implementation of the Student Transportation Management System	26
4. Approval of Interlocal Agreement Contract Between Galena Park Independent School District and Fort Worth Independent School District for Procurement Card Services	30
C. Approve Memorandum of Understanding Between Fort Worth Independent School District and University of North Texas Health Science Center (UNTHSC)	35
D. Approve First Reading (TASB Updates) - Revision to Board Policy BBFA (LOCAL), BBI (LOCAL), BDAA (LOCAL), BDD (LOCAL), BF (LOCAL), and BJCF (LOCAL)	43
E. Approve First Reading (TASB Updates) - Revisions to Board Policy DBB (LOCAL), DFFA (LOCAL), DIA (LOCAL), FEB (LOCAL), and GRA (LOCAL)	94
F. Approve the Proposed Board of Education Meeting Dates for the 2017-2018 School Year	133
G. Approval of Budget Amendment for the Period Ended March 31, 2017	136
H. Approval of Utility Easement for I.M. Terrell Academy for STEM & VPA	141
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	143
J. Approve the Minutes for the January 23, 2017, February 6, 2017 and February 20, 2017 Racial Equity Committee Meetings	146
K. Approve the Minutes from the February 16, March 3, and March 21, 2017 Board Policy Committee Meetings	157

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

11. ACCEPT CONSENT AGENDA

12. ACTION ITEMS

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

13. ACTION AGENDA ITEMS

- A. Consider and Take Possible Action on the Proposed Non-Renewal and Termination Recommendations for Chapter 21 Contract Employees
- B. Approve and Award the Contract for Planning and Implementation of a Strategic Real Estate Development Plan 164
- C. Approve Campus Turnaround Plans 167
- D. Approve Recommendations for the Adoption of New Instructional Materials in the Content Areas Called for Under State Proclamation 2017 170
- E. Approve the Selection of the District's Internal Finance Funds Accounting Software System 206
- 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 209
- 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) 216
- H. Approve Change Order and Budget Amendment for the 2013 Capital Improvement Program Bid Package 060 (RFCSP #17-008) 224

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)

16. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 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

Board Workshop

Notice is hereby given that on March 7, 2017 the Board of Education of the Fort Worth Independent School District will hold a Board Workshop beginning at 4:30 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. 4:30 P.M. - CALL BOARD WORKSHOP TO ORDER - BOARD CONFERENCE ROOM**
Mr. Ramos called the meeting to order at 4:38 p.m.

Following Board Members Were Present:

Jacinto Ramos, President
Tobi Jackson
Christene Moss
Ashley Paz
Norman Robbins
Ann Sutherland
Judy Needham

Following Board Members Were Absent:

Matthew Avila
T. A. Sims

Following Administrators Were Present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Charles Carroll, Chief Academic Officer
Karen Molinar, Chief of Elementary Schools
Sammy Monge, Chief of Policy & Planning
Elsie Schiro, Chief of Business & Finance
Cherie Washington, Chief of Secondary Schools
Barbara Griffith, Senior Communications Officer
Ramona Soto, Attorney

2. FINALIZE BOARD STUDENT OUTCOME GOALS AND GOAL PROGRESS MEASURES

Jerry Moore and Sara Arispe presented the PowerPoint Board Governance Goals

3. IDENTIFY CONSTRAINTS AND CONSTRAINT PROGRESS MEASURES

The Board has until the end of June to decide, and will discuss in April.

4. REVIEW TRACKING OF BOARD MEETING MINUTES BY CATEGORY

5. IMPLEMENTATION INTEGRITY INSTRUMENT - QUARTERLY POINT GOALS TO STAY-ON-TARGET

6. 2017-2018 BUDGET PLANNING

Elsie Schiro, Lori Boswell, Charles Carroll and Khechara Bradford presented 2017-2018 Budget Development

7. ADJOURN

The meeting was adjourned at 6:06 p.m.

Norman Robbins
Secretary, Board of Education

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 March 21, 2017.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

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

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

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

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

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

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING MARCH 21, 2017

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

Given under my hand on March 10, 2017.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

Mr. Ramos called the meeting to order at 5:32 p.m.

The following Board Members were present:

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

The following administrators were present:

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

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

2. PLEDGES - Eastern Hills Elementary School

Students from Eastern Hills Elementary lead in the pledges. Principal, Paula Brooks, introduced students and recognized parents and staff in attendance.

3. RECOGNITIONS

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

The choral group from John T. White Elementary performed.

JROTC students from Western Hills High School were the greeters for the evening. Ltc Richard Crossley introduced students and staff.

B. Parent Recognition - Bruce Shulkey Elementary School

Dr. Sutherland introduced the Bruce Shulkey Sugar Daddies.

C. Ryan Powell Memorial Foundation Automated External Defibrillator Donation

Clint Bond gave this recognition.

4. PUBLIC COMMENT

Speakers:
Jon Hoaldrige
Thomas Schenck

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

The meeting was recessed at 5:59 p.m. and reconvened at 6:04 in the Board Conference Room.

6. DISCUSSION OF AGENDA ITEMS

There were no questions.

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. February 14, 2017 - Regular Meeting
 - 2. February 28, 2017 - Regular Meeting

- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 - 1. Approve Football Helmet Inspection, Testing, and Reconditioning Services
 - 2. Ratify Purchases for Cleaning and Disinfecting Services for North Side and Trimble Tech High Schools
 - 3. Approve a Contract for the Renovation of a Science Lab at Dunbar High School
 - 4. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Forest Hill for School Security Services

- C. Approve Second Reading: South Hills & Southwest High Schools Boundary Adjustment

- D. Approve the 2013 Capital Improvement Program Budget Amendment Transferring Funds from Completed Projects to Program Contingency

- E. Approve Budget Amendment for Bid Package 021 and 019 to Restore Unused Program Contingency in the 2013 Capital Improvement Program

- F. Approve Change Order for the 2013 Capital Improvement Program Bulk Kitchen Equipment (RFCSP #16-041)

- G. Approve Purchase of Laptop Computers for the 2013 Capital Improvement Program Bid Package 053 Phase II

- H. Approve Change Order for the 2013 Capital Improvement Program Bid Package 017 (RFCSP #15-036)

- I. Approve Change Order for the 2013 Capital Improvement Program Bid Package 041 (RFCSP #15-034)

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

The meeting was recessed at 6:11 p.m.

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. Leadership Academy Principal Appointments
 - 2. Superintendent Student Outcome Goals and Goal Progress Measures
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

10. RECONVENE IN REGULAR SESSION - BOARD ROOM

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

Motion was made by Matthew Avila, seconded by Ashley Paz, to approve 10. RECONVENE IN REGULAR SESSION - BOARD ROOM.

The motion was unanimously approved.

11. ACCEPT CONSENT AGENDA

Motion was made by Matthew Avila, seconded by Ashley Paz, to approve CONSENT AGENDA.

The motion was unanimously approved.

12. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda

No items were removed.

- B. Personnel

Motion was made by Ashley Paz, seconded by Tobi Jackson, to approve Leadership Academy Principal Appointments.

The motion was approved.

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

No: Ann Sutherland.

13. REPORTS/PRESENTATIONS

A. Budget Update (2016-2017 and 2017-2018)

Elsie Schiro and Lori Boswell gave this report.

14. ACTION AGENDA ITEMS

A. Election of Education Service Center Region 11 Board of Directors

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve the Election of G. B. Bailey to Place 2 and Dr. Jay Thompson to Place 5 to the Education Service Center Region 11 Board of Directors.

The motion was approved.

Yes: Jacinto Ramos, Tobi Jackson, Christene Moss, Judy Needham, Ann Sutherland, Norman Robbins, and Matthew Avila.

No: Ashley Paz.

B. Approve the District of Innovation FWISD Local Innovation Plan Seeking a Wavier of TEC 25.0811(a) Requiring Districts Not to Begin School Prior to the 4th Monday in August

Motion was made by Tobi Jackson, seconded by Judy Needham, to approve the District of Innovation FWISD Local Innovation Plan Seeking a Wavier of TEC 25.0811(a) Requiring Districts Not to Begin School Prior to the 4th Monday in August.

The motion was unanimously approved.

C. Approve the Traditional, Year Round, and Jo Kelly Calendars for 2017-2018 With a Start Date of August 21, 2017 for Students

Motion was made by Christene Moss, seconded by Ashley Paz, to approve the Traditional, Year Round, and Jo Kelly Calendars for 2017-2018 With a Start Date of August 21, 2017 for Students.

The motion was unanimously approved.

D. Approval of Waiver of Board Policy DB (LOCAL) "Employee Requirements and Restrictions"

Motion was made by Ann Sutherland, seconded by Norman Robbins, to approve Waiver of Board Policy DB (LOCAL) "Employee Requirements and Restrictions".

The motion failed.

Yes: Ann Sutherland, and Norman Robbins.

No: Jacinto Ramos, Tobi Jackson, Christene Moss, Judy Needham, Matthew Avila, and Ashley Paz.

E. Approve Naming the Softball Field at Arlington Heights High School After James "Jim" Whitley

Motion was made by Christene Moss, seconded by Tobi Jackson, to approve Naming the Softball Field at Arlington Heights High School After James "Jim" Whitley.

The motion was unanimously approved.

F. Approval of Budget Amendment for the Period Ended February 28, 2017

Motion was made by Christene Moss, seconded by Matthew Avila, to approve Budget Amendment for the Period Ended February 28, 2017.

The motion was unanimously approved.

G. Approve FF&E Purchases and Budget Amendment for the 2013 Capital Improvement Program

Motion was made by Matthew Avila, seconded by Ashley Paz, to approve FF&E Purchases and Budget Amendment for the 2013 Capital Improvement Program.

The motion was unanimously approved.

H. Approve Budget Amendment and Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 020 (RFCSP #17-003)

Motion was made by Matthew Avila, 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 020 (RFCSP #17-003).

The motion was unanimously approved.

I. Approve Budget Amendment and Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 015 (RFCSP #17-004)

Motion was made by Tobi Jackson, seconded by Matthew Avila, to approve Budget Amendment and Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 015 (RFCSP #17-004).

The motion was unanimously approved.

J. Approval of Board Student Outcome Goals and Goal Progress Measures

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve Board Student Outcome Goals and Goal Progress Measures.

The motion was unanimously approved.

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

A. Wedgwood Middle School Project - Dr. Ann Sutherland

B. Discussion of Improved County Health Care for Some FWISD Students and Families - Dr. Ann Sutherland

C. Western Hills High School Students Strive for Scholarships - Norman Robbins

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

This item was moved to the April 11, 2017 meeting

E. Dunbar High School Career Day - Christene Moss

16. ADJOURN

The meeting was adjourned at 8:13 p.m.

/s/ Faye Daniels
Board of Education

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

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE THE 2017 ADVANCED PLACEMENT EXAM FEES

BACKGROUND:

The Advanced Placement (AP) program is a College Board program offered at all traditional high school sites, with AP eligible grade levels, and four middle school sites offering AP World Language programs. Fort Worth ISD offers all 35 of College Board's AP course offerings. All AP teachers are required to submit a professional syllabus to College Board's AP Audit online system to ensure course instruction that adheres to College Board guidelines. Programs of Choice Coordinators are the College Board AP Coordinator of record and facilitate student registration and exam administration on campus.

Qualifying scores of 3, 4 or 5 create eligibility for college credit or advanced college coursework placement. The AP program recognizes high achieving students through national and international AP scholar awards designated on the AP score report. In addition, scholars are honored annually at the district Superintendent's Scholars Ceremony.

AP exam invoices must be generated in the online College Board remittance system, after completion of each campus' window of administration (May 1 - 12, 2017), including alternate exam dates, (May 15 – 19, 2017). At the time of invoice generation, College Board, federal and state subsidies are calculated to produce the amount each institution owes. This may not be done prior to exam administration completion, as it is dependent upon day by day participation and used exams per subject.

The Advanced, Accelerated and Innovative Learning (A.A.I.L.) department initiates and enters each campus purchase order. Following exam administration, AP Coordinators submit final College Board generated invoices (3 copies-program, state, campus). A.A.I.L. pays each campus' invoice in full, and prepares for Purchasing Department approval for each check and invoice to be mailed to the College Board by the June deadline.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the 2017 Advanced Placement Exam Fees
2. Decline to Approve the 2017 Advanced Placement Exam Fees
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2017 Advanced Placement Exam Fees

FUNDING SOURCE

Additional Details

General Fund

199-11-6339-0WS-XXX-31-697-000000

COST:

Not to exceed \$850,000

The final amount will depend on the number of exams taken.

VENDOR:

College Board, The

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bids/Proposals received: 203

HUB Firms: 0

Compliant Bids: 203

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Carter-Riverside High School, Arlington Heights High School, South Hills High School, Diamond Hill-Jarvis High School, Dunbar High School, Eastern Hills High School, North Side High School, Polytechnic High School, Paschal High School, Trimble Tech High School, Southwest High School, Western Hills High School, O.D. Wyatt High School, Young Women's Leadership Academy, Texas Academy of Biomedical Sciences, Young Men's Leadership Academy, World Languages Institute, Marine Creek Collegiate High School, TCC South - FWISD Collegiate High School, William James Middle School, Meacham Middle School, Rosemont Middle School, Leonard Middle School, Benbrook High School

RATIONALE:

In an effort to increase college readiness, competitiveness for college/university admissions and potential college credit eligibility, this item is recommended for Board approval.

INFORMATION SOURCE:

Sherry Breed
Sharon Meng
Brenda Carter

2017 Advanced Placement Exam Estimates

Loc id	LocationShortName	Cost for all students to take the AP exam for all AP courses current	Cost for students to take exam for AP courses with a current passing grade average	Difference in Cost	Number of Possible Reduced Priced AP Exams	Number of Possible Full Price AP Exams	Number of students Currently Enrolled in At Least 1 AP Course
000	FWISD	\$ 837,269.00	\$ 702,706.00	\$ 134,563.00	7033	5530	6381
001	Carter-Riverside HS	\$ 39,615.00	\$ 30,187.00	\$ 9,428.00	543	129	326
002	Arlington Heights HS	\$ 77,690.00	\$ 67,197.00	\$ 10,493.00	274	752	531
003	South Hills HS	\$ 52,377.00	\$ 39,427.00	\$ 12,950.00	657	209	457
004	Diamond Hill-Jarvis HS	\$ 26,542.00	\$ 20,507.00	\$ 6,035.00	374	80	240
005	Dunbar HS	\$ 30,283.00	\$ 22,944.00	\$ 7,339.00	359	134	264
006	Eastern Hills HS	\$ 35,443.00	\$ 27,881.00	\$ 7,562.00	263	256	271
008	North Side HS	\$ 61,564.00	\$ 49,759.00	\$ 11,805.00	824	213	516
009	Polytechnic HS	\$ 44,123.00	\$ 37,000.00	\$ 7,123.00	487	218	370
010	Paschal HS	\$ 196,471.00	\$ 165,495.00	\$ 30,976.00	683	1908	1038
011	Trimble Tech HS	\$ 60,019.00	\$ 52,327.00	\$ 7,692.00	695	276	471
014	Southwest HS	\$ 65,192.00	\$ 55,903.00	\$ 9,289.00	520	448	438
015	Western Hills HS	\$ 41,291.00	\$ 34,926.00	\$ 6,365.00	199	366	311
016	O.D. Wyatt HS	\$ 24,355.00	\$ 20,636.00	\$ 3,719.00	431	18	244
021	Success HS	\$ 941.00	\$ 53.00	\$ 888.00	13	3	9
040	JJAEP	\$ 84.00	\$ 84.00	\$ -	0	1	1
048	William James MS	\$ 1,436.00	\$ 1,436.00	\$ -	16	7	23
057	Rosemont MS	\$ 2,920.00	\$ 2,836.00	\$ 84.00	44	7	51
061	Leonard MS	\$ 985.00	\$ 985.00	\$ -	17	1	18
071	Benbrook MS	\$ 16,316.00	\$ 15,759.00	\$ 557.00	40	169	111
081	YWLA	\$ 20,111.00	\$ 19,700.00	\$ 411.00	175	129	149
082	TABS	\$ 20,175.00	\$ 19,309.00	\$ 866.00	219	102	271
083	YMLA	\$ 3,336.00	\$ 2,925.00	\$ 411.00	36	17	40
084	World Languages Institute	\$ 3,194.00	\$ 2,792.00	\$ 402.00	46	9	43
086	TCC South Collegiate HS	\$ 12,806.00	\$ 12,638.00	\$ 168.00	118	78	188
*Cost per AP exam is \$53 and \$84 for reduced and full-price students respectively.							

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE PURCHASE OF 6TH GRADE HEALTH EDUCATION MATERIALS

BACKGROUND:

With support from FWISD’s cooperative agreement with the Centers for Disease Control (CDC) the District has adopted HealthSmart Education materials for use in the 6th grade health course. This material was recommended by the School Health Advisory Council (SHAC) and approved by the School Board on April 28th 2015. This purchase will be made using both CDC funds and local Health and PE funds. The Youth Risk Behavior Survey was administered in the Spring of 2015 to a representative sample of all FWISD high school students. The data from that survey support that FWISD students need the knowledge and skills to make healthy choices. The District’s written health education curriculum uses HealthSmart materials, which support education in the main areas of risky behaviors captured in the survey:

- Unintentional injuries and violence
- Alcohol and other drug use
- Unhealthy dietary behaviors
- Emotional and mental health

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of 6th Grade Health Education Materials
2. Decline to Approve Purchase of 6th Grade Health Education Materials
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of 6th Grade Health Education Materials

FUNDING SOURCE

Additional Details

General Fund	199-11-6329-024-xxx -11-142-000000	\$20,235
Special Revenue	289-11-6329-024-xxx-11-142-000000-17105	\$99,000

COST:

\$119,325

VENDOR:

ETR Associates

PURCHASING MECHANISM

Sole Source

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases available from only one source. The notice of Grant Award from the Granting Authority is attached and specifies the vendor to purchase from.

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 with 6th grade, as all 6th grade students take Health. The projected number of students to be impacted during the 2017-2018 school year is 7,000.

RATIONALE:

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

INFORMATION SOURCE:

Charles Carroll
Michael Steinert
Georgi Roberts
Brooke Sharples



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

SALES QUOTE

Sales Quote Number: Q29415

Sales Quote Date: 02/27/17

Page: 1

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

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

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

Customer ID 22991
 P.O. Number BROOKE MID SCH
 P.O. Date 02/27/17

Item No.	Description	Quantity	Unit Price	Total Price
			0.00	
H816-16-FW	HSMT MS SW&J FW SET, 1 EA OF 5	7,400	15.00	111,000.00
	Shipping & Handling	1	8,325.00	8,325.00

Amount Subject to
 Sales Tax
 0.00

Amount Exempt
 from Sales Tax
 119,325.00

Subtotal: 119,325.00
 Invoice Discount: 0.00
 Sales Tax: 0.00

Total: 119,325.00

PLEASE RETURN COPY OF QUOTE WITH ORDER

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

Prices good for 90 days

Shipping and Handling will be charged on all orders.

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

1. DATE ISSUED MM/DD/YYYY 11/15/2016	2. CFDA NO. 93.079	3. ASSISTANCE TYPE Cooperative Agreement
1a. SUPERSEDES AWARD NOTICE dated 07/25/2016 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		
4. GRANT NO. 6 NU87PS004172-04-01 Formerly 5187PS004172-03	5. ACTION TYPE POST Award Amendment	
6. PROJECT PERIOD From MM/DD/YYYY 08/01/2013	Through MM/DD/YYYY 07/31/2018	
7. BUDGET PERIOD From MM/DD/YYYY 08/01/2016	Through MM/DD/YYYY 07/31/2017	
8. TITLE OF PROJECT (OR PROGRAM) Promoting Adolescent Health Through School-Based HIV/STD Prevention and School-Based Surveillance		

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention
CDC Office of Financial Resources
2920 Brandywine Road
Atlanta, GA 30341

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
301A311BANDC317K242U.S.C.241A,243B/C247B

9a. GRANTEE NAME AND ADDRESS Fort Worth Independent School District 100 N University Dr Fort Worth, TX 76107-1360	9b. GRANTEE PROJECT DIRECTOR Mr. NOAH DREW Ste. SW204 100 N University Drive Fort Worth, TX 76107-1360 Phone: 8178142281
10a. GRANTEE AUTHORIZING OFFICIAL Mr. GEORGIANN ROBERTS Ste. SW204 100 N University Drive Fort Worth, TX 76107-1360 Phone: 8178142281	10b. FEDERAL PROJECT OFFICER James Parker 1600 Clifton Rd Atlanta, GA 30333 Phone: 800-232-4636

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 378,750.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 28,813.00	
a. Salaries and Wages	200,917.00	c. Less Cumulative Prior Award(s) This Budget Period 349,937.00	
b. Fringe Benefits	20,093.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 0.00	
c. Total Personnel Costs	221,010.00	13. Total Federal Funds Awarded to Date for Project Period 1,414,851.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT	
e. Supplies	93,829.00	(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel	15,343.00	YEAR	TOTAL DIRECT COSTS
g. Construction	0.00	a. 5	d. 8
h. Other	0.00	b. 6	e. 9
i. Contractual	34,000.00	c. 7	f. 10
j. TOTAL DIRECT COSTS	364,182.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS	14,568.00	a. DEDUCTION	
l. TOTAL APPROVED BUDGET	378,750.00	b. ADDITIONAL COSTS	
m. Federal Share	378,750.00	c. MATCHING	
n. Non-Federal Share	0.00	d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations	
		c. This award notice including terms and conditions, if any, noted below under REMARKS	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)

Approval of two new Consultants/Contractors, correspondence dated, November 1, 2016

GRANTS MANAGEMENT OFFICIAL: **Louvern Asante**

17. OBJ CLASS 41.51	18a. VENDOR CODE 1756001613A1	18b. EIN 756001613	19. DUNS 073177776	20. CONG. DIST. 12	
FY-ACCOUNT NO.	DOCUMENT NO.	CFDA	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 6-921ZCFA	b. 004172PS14	c. 93.079	d. PS	e. \$0.00	f. 75-16-0948
22. a. 6-939ZUHZ	b. 004172PS14	c. 93.079	d. PS	e. \$0.00	f. 75-16-0950
23. a.	b.	c.	d.	e.	f.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 11/15/2016
GRANT NO. 6 NU87PS004172-04-01	

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

Fort Worth Independent School District

6 NU87PS004172-04-01

1. Fort Worth 4172

ADDITIONAL TERMS AND CONDITIONS OF AWARD

Award Number: NU87PS004172-04-01

The purpose of this amended Notice of Award is to approve your request for notification of two new contractor or consultant. The Centers for Disease Control and Prevention, Office of Financial Resources, Office of Grants Services in conjunction with the CDC, Division of Adolescent and School Health have reviewed the information dated November 1, 2016 as submitted by the Fort Worth Independent School District. The contractor and consultant will be performing a professional development to the Fort Worth Independent School teachers and purchase for reproductive health education materials.

Consultant: Susan Telljohann

Contractor: ETR Associates

If there are any questions regarding this amendment, please contact Michael Vance at 770-488-2686 or email at MVance@cdc.gov.

All other terms and conditions issued with the original award remain in effect throughout the budget period, unless otherwise changed in writing, by the Grants Management Officer.

Please reference the above award number on all future correspondence.

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE THE CHANGE OF VENDOR TO SUPPORT THE IMPLEMENTATION OF THE STUDENT TRANSPORTATION MANAGEMENT SYSTEM

BACKGROUND:

On May 24, 2016 the School Board approved the award of a contract to Transfinder for a Student Transportation Management System. Included in the award was \$52,500 for assistance in reviewing transportation procedures and policies, map development, and for a review of our field trip management processes. The vendor actually providing these services is CELT and not Transfinder. We are requesting for the \$52,500 be deducted from Transfinder; and for the Board to award Celt a contract in the amount of \$45,500. Celt offered a \$7,000 discount for all three services.

Services cover the cost of implementation support from the transportation consultants secured by CELT. This proposal included the following costs:

Task 1 - Policies and Procedures Assistance	\$16,000
Task 2 - Map Development and Management	\$19,000
Task 3 - Review Field Trip Management Business Processes	\$17,500
Discount	(\$ 7,000)
Total	\$45,500

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve The Change Of Vendor To Support The Implementation Of The Student Transportation Management System
2. Decline to Approve The Change Of Vendor To Support The Implementation Of The Student Transportation Management System
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve The Change Of Vendor To Support The Implementation Of The Student Transportation Management System

FUNDING SOURCE

Additional Details

General

199-34-6299-001-999-99-437-000000

COST:

\$45,500

VENDOR:

CELT

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-132 - CELT

Bid/Proposal Statistics

Bid Number: 16-036 - Transfinder

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

Transportation

RATIONALE:

Approval of this vendor allows the District to enforce the appropriate vendor utilized for these services.

INFORMATION SOURCE:

Art Cavazos
Carl Alfred
Shirley Morris

CELT and School Bus Consultants, LLC
Professional Assistance for the implementation of the Transfinder STMS

Task 1 – Policy and Procedure Assistance	Cost: \$16,000*
<ul style="list-style-type: none"> • Collaborate with FWISD transportation staff to conduct a gap fit between existing policy and procedure infrastructure and industry best practices. • Assess the existing policy and procedure infrastructure to identify changes to current statements that will be required after implementing the routing software Routefinder Pro. This will include business processes, work flow procedures, and data management procedures. • Review the new procedures that should be created to support system use in the future. • Develop draft procedure statements that can be readily transferred to formal FWISD operating procedures for the ongoing use by transportation staff. • Includes 10 person days with 4 of the 10 days onsite. – 85% to 90% complete 	
Task 2 - Map Development and Management	Cost: \$19,000*
<ul style="list-style-type: none"> • Assess critical map characteristics and the ability to transfer those characteristics to the MapInfo map dataset used by the Routefinder Pro routing software. • Estimate the level of effort required to make revisions to any of the characteristics that would expedite the implementation of Routefinder Pro or would enhance the user experience. • Document the advantages, issues, concerns and tasks that need to be addressed relative to existing map sources and their applicability to the implementation of the new software. • Draft a set of procedures for managing the interaction between the FWISD planning and transportation staff to ensure that map information remains complete and current post implementation. • Includes 12 person days with 5 of the 12 days onsite. – 50% complete 	
Task 3 - Review Field Trip Management Business Processes	Cost: \$17,500*
<ul style="list-style-type: none"> • Assess the operational process associated with scheduling trips, identifying resources, and assigning individuals to define the setup process of the TripFinder field trip management software. • Document proposed approval chains, authority levels, decisions criteria and response processes when normal procedures are disrupted. • Document the interface requirements of the product, particularly with the routing software and the MUNIS financial management software available at FWISD. • Document the processes and work flows such that they can be readily transferred to the form and format of formal FWISD policy and procedure statements. • Includes 11 person days with 4 of the 11 days onsite. – 50% complete 	

CELT and School Bus Consultants has designed each of these tasks to be performed individually. However, if FWISD chooses to perform Task 1 & Task 3, we would propose to perform these two tasks concurrently. This would result in efficiencies associated with data collection and travel costs that would reduce the cost of these tasks. **Performing Tasks 1 and 3 concurrently would reduce the total cost of the two tasks by \$7,000.**

***All travel expenses are included in the costs above. \$52,500 - \$7,000 = \$45,500**

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: **APPROVAL OF INTERLOCAL AGREEMENT CONTRACT BETWEEN GALENA PARK INDEPENDENT SCHOOL DISTRICT AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR PROCUREMENT CARD SERVICES**

BACKGROUND:

On November 14, 2006, the Board approved Bank of America, N.A. as the Financial Institution to provide Fort Worth ISD with Procurement Card services. As part of its agreement with Bank of America, Fort Worth ISD is the lead in a Texas consortium. This consortium designation allows other Local Government agencies to use the Procurement Card services of Bank of America, N.A. through an Interlocal Agreement with Fort Worth ISD. Per paragraph VII of the Interlocal Agreement Contract, neither the agency nor Fort Worth ISD shall be responsible for the acts and omissions of its members, agents, servants, employees, or officers of the other.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Interlocal Agreement Contract between Galena Park Independent School District and the Fort Worth Independent School District for procurement card services.
2. Decline to approve Interlocal Agreement Contract between Galena Park Independent School District and the Fort Worth Independent School District for procurement card services.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve the Interlocal Agreement Contract between Galena Park Independent School District and the Fort Worth Independent School District for procurement card services.

FUNDING SOURCE:

N/A

COST:

N/A

RATIONALE:

Galena Park Independent School District as a receiving agency, will utilize the services of Bank of America N.A. provided by the Fort Worth ISD Proposal 06-028 – Purchase Card Services Card Services. Accordingly, Fort Worth ISD will receive additional rebate bonus points based upon the receiving agencies aggregate annual volume/average transaction amount of expenditures through their respective procurement card program.

INFORMATION SOURCES:

Elsie Schiro
Lori Boswell
Jonathan Bey

THE STATE OF TEXAS

COUNTY OF Harris

INTERLOCAL AGREEMENT CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the Local Government agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the following:

- *Interlocal Cooperation Contract, Chapter 791, Texas Government Code*
- *Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments, Chapter 271, Texas Local Government Code*
- *Fiscal Management, Chapter 44, Subchapter B, Section 031 a(4), Texas Education Code*
- *Bank of America Corporate Purchasing Card Agreement*

I. CONTRACTING PARTIES:

The Receiving Agency (Hereinafter referred to as "AGENCY"):

Name: GALENA PARK INDEPENDENT SCHOOL DISTRICT
Address: 14507 WOODFOREST BLVD.
City, State, Zip: HOUSTON, TX 77015
Phone Number: 832-386-1001

The Performing Agency (Hereinafter referred to as "FWISD"):

Fort Worth Independent School District
100 N. University Drive,
Suite NW 140F
Fort Worth, Texas 76107
(817) 814-2217

II. STATEMENT OF SERVICES TO BE PERFORMED:

Bank of America will provide Purchasing Card Services to FWISD, the lead in the Texas consortium, and other agencies that join the consortium through an Interlocal Agreement with FWISD.

III. BASIS FOR CALCULATING AND PAYMENT OF REBATES:

Rebates from Bank of America will be paid directly to AGENCY annually based upon Schedule C of the *Bank of America Corporate Purchasing Card Agreement*.

IV. INTERLOCAL AGREEMENT COSTS:

There are no costs to be paid to FWISD by AGENCY to enter into this Interlocal Agreement. However, AGENCY will bear any and all costs associated with their business relationship with Bank of America.

V. TERM OF INTERLOCAL AGREEMENT:

The term of this Interlocal Agreement will begin upon date of execution and will automatically renew so long as the Bank of America Merrill Lynch contract with FWISD is current. FWISD has the right to renew the contract with Bank of America Merrill Lynch for up to three additional one to five year periods as stated in the FWISD Proposal 06-028 Credit Card Services, which is incorporated herein as if fully set forth.

VI. TERMINATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement may be terminated by either party, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify the effective date of the termination.

VII. INDEPENDENT CONTRACTOR

FWISD shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of AGENCY. FWISD shall have the exclusive control of, and the exclusive right to control the work designated to the FWISD to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omission of its officers, members, agents, servants, and employees. Neither AGENCY nor FWISD shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

VIII. SEVERABILITY

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

IX. JURISDICTION

This Interlocal Agreement shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.

X. PARTIES BOUND

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

XI. SIGNATURE AUTHORITY

FWISD and AGENCY certifies that the person signing this Interlocal Agreement has been properly delegated this Authority.

XII. SOLE AGREEMENT

The following constitute the entire agreement by the parties hereto concerning the work and services to be performed and any prior or contemporaneous, oral or written agreement, which purports to vary from the terms hereof, shall be void:

- FWISD Request for Proposal 06-028 - Credit Card Services
- Bank of America Response to Proposal 06-028 - Credit Card Services
- Bank of America Corporate Purchasing Card Agreement
- Interlocal Agreement

XIII. AMENDMENT


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

WITNESS THE DULY AUTHORIZED SIGNATURES of the persons hereinafter set out.

RECEIVING AGENCY

GALENA PARK INDEPENDENT SCHOOL DISTRICT

Name of Agency

By:  _____

Authorized Signature

Title

Date: 2/16/17 _____

By: _____

Attorney for Agency

Date: _____

PERFORMING AGENCY

Fort Worth Independent School District

Name of Agency

By: _____

Authorized Signature

Title

Date: _____

By: _____

Attorney for FWISD

Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER (UNTHSC)

BACKGROUND:

The University of North Texas Health Science Center and the Fort Worth Independent School District (FWISD) collaborate on an endeavor designed to improve prevention, education, and intervention efforts for students experiencing symptoms of asthma resulting in improved student health, and subsequently, improved attendance and achievement. This Memorandum of Understanding (MOU) articulates the goals of this partnership, and establishes each party's responsibilities. We have expanded from 2 original campuses in 2013-2014 to 28 campuses in the 2016-2017 school year. We plan to offer it district-wide in 2017-2018.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum Of Understanding Between Fort Worth Independent School District And University of North Texas Health Science Center (UNTHSC)
2. Decline to Approve Memorandum Of Understanding Between Fort Worth Independent School District And University of North Texas Health Science Center (UNTHSC)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum Of Understanding Between Fort Worth Independent School District And University of North Texas Health Science Center (UNTHSC)

FUNDING SOURCE

Additional Details

No Cost

All supplies and training donated

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

CURRENT PARTICIPATING SCHOOL/DEPARTMENTS

1. Benbrook Elementary
2. Bonnie Brae Elementary
3. Bruce Shulkey Elementary
4. Burton Hill Elementary
5. CC Moss Elementary
6. Carroll Peak Elementary
7. Carter Park Elementary
8. Como Elementary
9. Como Montessori
10. Charles Nash Elementary
11. D McRae Elementary
12. Eastern Hills Elementary
13. Forest Oak Middle School
14. Glencrest 6th
15. Glen Park Elementary
16. Meadowbrook Elementary
17. Meadowbrook Middle School
18. Mitchell Blvd Elementary
19. Oaklawn Elementary
20. Rosemont 6th
21. Sagamore Hill Elementary
22. South Hills Elementary
23. SS Dillow Elementary
24. TA Sims Elementary
25. Wedgwood 6th
26. William Monnig Middle
27. William James Middle School
28. Versia Williams Elementary

RATIONALE:

Respiratory distress is one of the leading causes of absenteeism among public school children. FWISD averages more than 8,000 identified asthmatic students per year. Asthma 411 provides FWISD students (with completed consent) to receive an albuterol treatment from the school nurse. Data from the first 3 pilot years at Eastern Hills Elementary School and Forest Oak Middle School demonstrated a 51% decrease in asthma related absences. The number of 911 calls for respiratory distress decreased from 19 to 1.

INFORMATION SOURCE:

Charles Carroll
Michael Steinert

Memorandum of Understanding

Fort Worth Independent School District (FWISD) and University of North Texas Health Science Center (UNTHSC)

The University of North Texas Health Science Center and the Fort Worth Independent School District (FWISD) are joining to collaborate on an endeavor designed to improve prevention, education, and intervention efforts for students experiencing symptoms of asthma resulting in improved student health, and subsequently, improved attendance and achievement. This Memorandum of Understanding (MOU) articulates the goals and responsibilities of this partnership, and establishes each party's responsibilities associated with this agreement.

A. Collaborative Goals:

- 1) The school-university partnership will design and implement an initiative entitled 'Asthma 211' in FWISD, which will focus in District 2 schools. Asthma 211 expands upon the successful Asthma 411 school based program, a school based asthma management program delivered by the schools and supported by the school district, designed to reduce the impact of asthma on students' school experience and strengthen the ability of school nurses to respond to episodes of respiratory distress that occur during school hours.
- 2) Asthma 211 will equip the District 2 schools (Attachment A) to be able to respond to respiratory distress during school hours as well as additional ancillary support measures to reduce the impact of asthma on school experience.
- 3) Establish a framework and initiate a process of transferring FWISD student and other data between the participating schools and districts, participating community agency's, and the University of North Texas Health Science Center, for the purposes of monitoring and evaluating the impact of program implementation.

B. University of North Texas Health Science Center Responsibilities:

Related to Collaborative Goal 1:

- 1) Provide ASTHMA 211/411 program outline structure and work with FWISD and schools to establish mechanisms to perform program.
- 2) Provide tracking and evaluations tools, and work with FWISD and schools to incorporate them into existing electronic and/or paper documentation requirements.
- 3) Work with FWISD and school personnel to collaboratively select, train, and support school nurses and other health related personnel to implement and maintain 'Asthma

411 Program'. This will include identification, tracking and symptomology assessment of students with asthma.

- 4) UNTHSC will work with the FWISD student health services and consulting physician to insure compliance with all FWISD policies and recommend modifications and changes where appropriate.

Related to Collaborative Goal 2:

- 1) UNTHSC will work with FWISD to establish a mechanism for information transfer in accordance with human subjects approval. This will include processes to maintain anonymity and/or confidentiality of individual FWISD students and their data. UNTHSC will have access only to a unique student ID and associated demographic and assessment data provided by FWISD. FWISD will maintain the master list of student ID.
- 2) Using provided student and other information UNTHSC will evaluate program process activities and outcomes and prepare and submit reports at the end of each school year.

C. FWISD/Schools Responsibilities:

Related to Collaborative Goal 1:

- 1) Collaborate with UNTHSC to identify Health Services personnel and staff for program training and orientation.
- 2) Coordinate training and implementation of Asthma 211/411 program initiatives and support fidelity of implementation.
- 3) FWISD, as the custodian of the confidential student data, will maintain the translation tables and at no time will share the conversion tables with UNTHSC and other program partners. Only FWISD will have the ability to match individual student identity with the data being transferred (see C.2 below).

Related to Collaborative Goal 2:

- 1) FWISD Department of Accountability and Data Quality along with program schools will provide a timely database that links their district health information, demographics, attendance, and achievement data for the time period program evaluations are performed.
- 2) FWISD and program schools will provide to UNTHSC at the end of each academic year all data elements previously provided during the 2013-2014 and 2014-2015 academic years, and additional data elements agreed on to evaluate implementation of the program.
- 3) FWISD will provide the aforementioned defined de-identified student demographic and performance data to UNTHSC adherent to the following guidelines:

- 4) FWISD will take two steps in de-identifying the data to be transferred to UNTHSC:
 - a. Requested data will be consolidated into a single table, identifying students by their FWISD student ID; and
 - b. FWISD will generate a unique, random number to be used only to identify students in data exchanges with UNTHSC.
- 5) FWISD will transfer the de-identified data to UNTHSC.

D. Joint Responsibilities:

- 1) Conduct research for the purpose of improving the collaborative projects elaborated in this agreement and for disseminating such results upon the agreement of both parties.
- 2) Seek external funding for these collaborative projects and others that serve both parties.
- 3) Provide an annual presentation of research to administrators in FWISD.

E. Term

This Agreement will be effective from the date of signing and if not renewed shall terminate on June 30, 2019. This Agreement may be modified or extended at any time by mutual written consent of both parties.

F. Termination

This agreement may only be terminated by written notification of either party at least six months prior to the intended termination date. The parties agree to use their best efforts to allow sufficient opportunity for students enrolled in the district-based teacher education program to graduate prior to the effective date of termination.

**University of North Texas
Health Science Center**

Fort Worth Independent School District:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

Selected Campus Sites

Asthma Equipped Schools

1. Benbrook Elementary
2. Bonnie Brae Elementary
3. Burton Hill Elementary
4. Carter Park Elementary
5. Como Elementary
6. Como Montessori
7. Glencrest 6th
8. William Monnig Middle
9. Charles Nash Elementary
10. Carroll Peak Elementary
11. Rosemont 6th
12. Bruce Shulkey Elementary
13. South Hills Elementary
14. Wedgwood 6th
15. Versia Williams Elementary

Asthma 411 Schools

1. Meadowbrook Elementary
2. Eastern Hills Elementary
3. TA Sims Elementary
4. CC Moss Elementary
5. Mitchell Blvd Elementary
6. SS Dillow Elementary
7. Oaklawn Elementary
8. D McRae Elementary
9. Glen Park Elementary
10. Sagamore Hill Elementary
11. Meadowbrook Middle School
12. Forest Oak Middle School
13. William James Middle School

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE FIRST READING - REVISION TO BOARD POLICY BBFA (LOCAL), BBI (LOCAL), BDAA (LOCAL), BDD (LOCAL), BF (LOCAL), AND BJCF (LOCAL)

BACKGROUND:

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve first reading - revisions to Board Policy BBFA (LOCAL), BBI (LOCAL), BDAA (LOCAL), BDD (LOCAL), BF (LOCAL), and BJCF (LOCAL).
2. Decline to Approve first reading - revisions to Board Policy BBFA (LOCAL), BBI (LOCAL), BDAA (LOCAL), BDD (LOCAL), BF (LOCAL), and BJCF (LOCAL).
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve first reading - revisions to Board Policy BBFA (LOCAL), BBI (LOCAL), BDAA (LOCAL), BDD (LOCAL), BF (LOCAL), and BJCF (LOCAL).

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments.

RATIONALE:

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

INFORMATION SOURCE:

Board Policy Committee
Sammy Monge
Mia Hall

Board Policy 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.

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BOARD MEMBER
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ETHICS
CONFLICT OF INTEREST DISCLOSURES

BBFA
(LOCAL)

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- 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.
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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.

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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>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.</p>
CONSEQUENCES OF FAILURE TO DISCLOSE	<p>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).</p>
REMEDY FOR INADVERTENT FAILURE TO DISCLOSE	<p>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.</p>
FINANCIAL INTEGRITY	<p>The use of District funds or assets for any unethical purpose is prohibited.</p>
GRANDFATHERED CONTRACTS	<p>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.</p>
ANNUAL FINANCIAL REPORT	<p>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]</p>
E-RATE MATTERS	<p>In the case of E-Rate matters, governance provided at CAA supersedes requirements herein.</p>
CANDIDATES	<p>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.</p>

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.

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

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">1. Imposes no tangible cost on the District; and2. Does not unduly burden the District's technology resources.
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]

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.

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.
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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.
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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.

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The Board

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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.

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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.

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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

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2. Perform other duties as prescribed by the Board.

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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 Review

▲ BDD(LOCAL) - BOARD INTERNAL ORGANIZATION - ATTORNEY

SPECIAL NOTES:

Attachment: BDD(LOCAL) - TASB Update 99

MIA HALL, DIRECTOR

IN-HOUSE COUNSEL

The Board shall employ an attorney or attorneys, as necessary, to serve as the District's in-house counsel and representative in matters requiring legal services. The District shall establish protocols for channeling staff requests for legal advice from the in-house counsel.

- Deleted:** a principal
- Deleted:** for the District and such other
- Deleted:** deemed
- Deleted:** by the Board, on vote of the Board
- Deleted:** legal

OUTSIDE COUNSEL

The Board shall have final authority to employ outside counsel. In consultation with the Superintendent, the District's in-house counsel may make recommendations to the Board regarding retention of an attorney or attorneys to represent the District in legal matters. Services to be performed and reasonable compensation to be paid by the Board to outside counsel shall be set forth in a written contract between the Board and the attorney or attorneys.

- Deleted:** The
- Deleted:** (s) shall be paid a
- Deleted:** out of the maintenance fund under the Board's management and control, according to the terms of the

In accordance with the written contract, when seeking advice or information from the District's outside counsel, individual Board members shall channel

- Deleted:** DUTIES¶
The District's principal attorney shall:

legal inquiries through the District's in-house counsel, the Superintendent, the Board President, or the Board's designee, as appropriate.

- Deleted:** ¶
Advise the Board on specific legal problems submitted and make recommendations.¶
Be available, within reasonable limits, to serve as a consultant to the Superintendent and other designated personnel, and to advise them in the formulation of recommendations or discussions they may be required to make in execution of their responsibilities.¶
Bring

Staff shall submit requests for legal advice from the District's outside counsel through the District's in-house counsel or Superintendent or designee.

- Deleted:** problems to the Board's attention.¶
REQUESTS FOR LEGAL SERVICES¶
Requests for legal services from the Board's attorney will be made only by or

REPORT OF LEGAL
ADVICE

Upon request of the Board or when deemed necessary by the Superintendent, the Superintendent or in-house counsel shall report advice from legal counsel.

- Deleted:** Board President,
- Deleted:** deputy superintendents, associate superintendents, or chief financial officer.¶
REPORTS¶
A reporting procedure to
- Deleted:** shall be established to keep the Board informed

- Deleted:** current status of all legal matters that remain pending or in process.¶
OPINIONS¶
Opinions given by the District's legal counsel in writing shall normally be timely furnished to the Board. In special circumstances in connection with personnel, confidential, or sensitive issues, copies may be only initially distributed to the Superintendent and Board President. ... [1]

- Deleted:** or the President of the Board. The Board's principal attorney shall submit monthly invoices to ... [2]

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Page 1: [1] Deleted **Author** **2/23/2017 8:39:00 AM**

current status of all legal matters that remain pending or in process.

OPINIONS Opinions given by the District’s legal counsel in writing shall normally be timely furnished to the Board. In special circumstances in connection with personnel, confidential, or sensitive issues, copies may be only initially distributed to the Superintendent and Board President.

PRIORITIZATION AND In the event of a backlog in unserved requests, the principal attorney shall handle
INVOICING requests for legal services on a priority basis as determined by the

Page 1: [2] Deleted **Author** **2/23/2017 8:39:00 AM**

or the President of the Board. The Board’s principal attorney shall submit monthly invoices that detail the time expended and indicate the name of the person making the request. Staff priorities shall be established in cooperation with the

Page 1: [3] Deleted **Author** **2/23/2017 8:39:00 AM**

LEGAL RESPONSES The executive secretary for the Board shall file all original responses from the principal attorney. The original may not be released from the secretary’s possession

BOARD INTERNAL ORGANIZATION
ATTORNEY

BDD
(LOCAL)

- IN-HOUSE COUNSEL The Board shall employ an attorney or attorneys, as necessary, to serve as the District's in-house counsel and representative in matters requiring legal services. The District shall establish protocols for channeling staff requests for legal advice from the in-house counsel.
- OUTSIDE COUNSEL The Board shall have final authority to employ outside counsel. In consultation with the Superintendent, the District's in-house counsel may make recommendations to the Board regarding retention of an attorney or attorneys to represent the District in legal matters. Services to be performed and reasonable compensation to be paid by the Board to outside counsel shall be set forth in a written contract between the Board and the attorney or attorneys.
- In accordance with the written contract, when seeking advice or information from the District's outside counsel, individual Board members shall channel
- legal inquiries through the District's in-house counsel, the Superintendent, the Board President, or the Board's designee, as appropriate.
- Staff shall submit requests for legal advice from the District's outside counsel through the District's in-house counsel or Superintendent or designee.
- REPORT OF LEGAL Upon request of the Board or when deemed necessary by the Superintendent, the Superintendent or in-house counsel shall report
ADVICE advice from legal counsel.

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

1 of 2

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.

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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.

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ADOPTION AND
AMENDMENT

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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.

DRAFT

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

1 of 4

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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Failure to fulfill

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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.

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

3 of 4

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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DRAFT

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

ADOPTED:

4 of 4

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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

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE FIRST READING (TASB UPDATES) - REVISIONS TO BOARD POLICY DBB (LOCAL), DFFA (LOCAL), DIA (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 First Reading (TASB Updates) - Revisions to Board Policy DBB (LOCAL), DFFA (LOCAL), DIA (LOCAL), FEB (LOCAL), AND GRA (LOCAL).
2. Decline to Approve First Reading (TASB Updates) - Revisions to Board Policy DBB (LOCAL), DFFA (LOCAL), DIA (LOCAL), FEB (LOCAL), AND GRA (LOCAL).
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading (TASB Updates) - Revisions to Board Policy DBB (LOCAL), DFFA (LOCAL), DIA (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 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)]

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DURING
EMPLOYMENT

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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.

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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.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

	<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">1. The proposed action, as applicable;2. A statement of the reason for the proposed action; and3. Notice that the employee is entitled to a hearing conducted by a TEA-appointed hearing examiner, in accordance with policies at DFBB and DFD.
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">1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.2. The evidentiary hearing by the independent hearing examiner, if the employee requests a hearing.
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>

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.

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];
- 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.

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 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

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(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">1. The proposed action, as applicable;2. A statement of the reason for the proposed action; and3. Notice that the employee is entitled to a hearing conducted by a TEA-appointed hearing examiner, in accordance with policies at DFBB and DFD.
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">1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.2. The evidentiary hearing by the independent hearing examiner, if the employee requests a hearing.
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

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(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	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.

DRAFT

Board Policy Update #103

- ▲ DIA(LOCAL): EMPLOYEE WELFARE – FREEDOM FROM DISCRIMINATION, HARASSMENT AND RETALIATION

RATIONALE:

A recommended revision at DEFINITIONS is to address HB 1151, which prohibits sexual harassment of unpaid interns. Solely for purposes of the district's discrimination, harassment, and retaliation policy, un-paid interns are included in the definition of "employee." This change will ensure that unpaid interns are required to report any alleged harassment and comply with the other procedural elements of the policy.

We no longer have an employee health and wellness department and text has been deleted.

In addition, to eliminate the need for the board to readopt this policy every time the district's Title IX and ADA/Section 504 coordinators change, we have moved the contact information for those positions to DIA(EXHIBIT), which is not a board-adopted document. The Department of Education's Office for Civil Rights emphasizes the duty of school districts to make the Title IX and ADA/Section 504 coordinators "visible" to the school community, but recognizes the cost and administrative burden associated with staffing changes. Moving the contact information to this exhibit will maintain the visibility of the coordinator while reducing the administrative burden. We have retained unchanged your locally developed provisions addressing the ROLE OF THE ADA/SECTION 504 COORDINATOR.

BULLYING has been deleted at the recommendation of HCM and Legal Counsel. The prohibited employee behavior as described is included in DH(LOCAL) and DH(EXHIBIT). The treatment described is akin to harassment and is already expressed in the policy.

MIA HALL, DIRECTOR

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

Note: This policy addresses discrimination, bullying, harassment, and retaliation involving District employees. ~~In this policy, the term "employees" includes former employees and applicants for employment.~~ For discrimination, harassment, and retaliation involving students, see FFH. For bullying involving students, see FFI. For reporting requirements related to child abuse and neglect, see FFG.

DEFINITIONS

Solely for purposes of this policy, the term "employees" includes former employees, applicants for employment, and unpaid interns.

ROLE OF THE
EMPLOYEE HEALTH
AND WELLNESS
DEPARTMENT

~~The District's employee health and wellness department shall provide training and counseling as needed to promote awareness of this policy and the elimination of bullying, harassment, discrimination, or retaliation based on race, ethnicity, religion, gender, disability, age, sexual orientation, gender identity and expression, or military/veteran status throughout the District. [CR1] The department shall be made aware of all cases related to these types of discrimination, bullying, harassment, or retaliation and shall work with the parties involved to resolve conflicts in a manner consistent with the spirit and requirements of this policy.~~

STATEMENT OF
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, gender, national origin, age, sexual orientation, disability, gender identity and expression, military/veteran status, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy.

DISCRIMINATION

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, gender, national origin, age, sexual orientation, disability, gender identity and expression, military/veteran status, or any other basis prohibited by law, that adversely affects the employee's employment.

BULLYING

~~Bullying in the context of the work environment is repeated abusive mistreatment that undermines, humiliates, or threatens employees, prevents work from being done, and harms employee health. Bullying must not be confused with the nonabusive exercise of management rights to assign tasks, coach, or take work-related disciplinary action against employees. Bullying may be supervisor to subordinate or employee to employee. [CR2]~~

HARASSMENT

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, reli-

DATE ISSUED:
11/2/2015~~12/19/2012~~
UPDATE 103LDU-2012-14
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EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

gion, gender, national origin, age, sexual orientation, disability, gender identity and expression, military/veteran status, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee's performance, environment, or employment opportunities.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.

SEXUAL HARASSMENT

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

EXAMPLES

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.

RETALIATION

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

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EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding harassment or discrimination is subject to appropriate discipline.

EXAMPLES

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

PROHIBITED
CONDUCT

In this policy, the term "prohibited conduct" includes discrimination, bullying, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING
PROCEDURES

An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

DEFINITION OF
DISTRICT OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, ~~the Title VII coordinator,~~ and the Superintendent.

TITLE IX
COORDINATOR

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. ~~[See DIA(EXHIBIT)]Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:~~

Name: Rufino Mendoza

Position: Director, Employee Relations

Address: 100 North University Drive, Fort Worth, TX 76107

Telephone: (817) 814-2790

ADA / SECTION 504
COORDINATOR

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. ~~[See DIA(EXHIBIT)]The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:~~

Name: June Davis

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EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

ROLE OF THE ADA/ SECTION 504 COORDINATOR		Position: — Director of Special Programs Address: — 100 North University Drive, Fort Worth, TX 76107 Telephone: — (817) 814-2878
SUPERINTENDENT		The ADA/Section 504 coordinator shall be responsible for ensuring that complaints are processed according to procedures but . The ADA/Section 504 coordinator shall not be responsible for making a decision or determination about a complaint. The responsibility for a decision rests with the administrator who has jurisdiction over the complainant's area of employment.
ALTERNATIVE REPORTING PROCEDURES		The Superintendent or designee shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws. An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, or Title VII coordinator, may be directed to the Superintendent. A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.
TIMELY REPORTING		Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.
NOTICE OF REPORT		Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.
INVESTIGATION OF THE REPORT		The District may request, but shall not insist upon, a written report of the allegations. If a report is made orally, the District official shall reduce the report to written form. Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending. If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

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EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

	<p>The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal or supervisor shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
CONCLUDING THE INVESTIGATION	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.</p>
DISTRICT ACTION	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.</p> <p>The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.</p>
CONFIDENTIALITY	<p>To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.</p>
APPEAL	<p>A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.</p> <p>The complainant may have a right to file a complaint with appropriate state or federal agencies.</p>
RECORDS RETENTION	<p>Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by the District for a period of at least three years. [See CPC]</p>
ACCESS TO POLICY	<p>This policy shall be distributed annually to District employees. Copies of the policy shall be readily available at each campus and the District administrative offices.</p>

DATE ISSUED: 11/2/2015
~~11/2/2015~~
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~~103LDU~~
DIA(LOCAL)-X

ADOPTED:

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Note: This policy addresses discrimination, bullying, harassment, and retaliation involving District employees. For discrimination, harassment, and retaliation involving students, see FFH. For bullying involving students, see FFI. For reporting requirements related to child abuse and neglect, see FFG.

DEFINITIONS	Solely for purposes of this policy, the term “employees” includes former employees, applicants for employment, and unpaid interns.
STATEMENT OF NONDISCRIMINATION	The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, gender, national origin, age, sexual orientation, disability, gender identity and expression, military/veteran status, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy.
DISCRIMINATION	Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, gender, national origin, age, sexual orientation, disability, gender identity and expression, military/veteran status, or any other basis prohibited by law, that adversely affects the employee’s employment.
HARASSMENT	Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, gender, national origin, age, sexual orientation, disability, gender identity and expression, military/veteran status, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct: <ol style="list-style-type: none">1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;2. Creates an intimidating, threatening, hostile, or offensive work environment; or3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.
EXAMPLES	Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

SEXUAL HARASSMENT	<p>Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:</p> <ol style="list-style-type: none">1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.
EXAMPLES	<p>Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.</p>
RETALIATION	<p>The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.</p> <p>An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding harassment or discrimination is subject to appropriate discipline.</p>
EXAMPLES	<p>Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.</p>
PROHIBITED CONDUCT	<p>In this policy, the term "prohibited conduct" includes discrimination, bullying, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.</p>
REPORTING PROCEDURES	<p>An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.</p> <p>Alternatively, the employee may report the alleged acts to one of the District officials below.</p>
DEFINITION OF DISTRICT OFFICIALS	

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

	<p>For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.</p>
TITLE IX COORDINATOR	<p>Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]</p>
ADA / SECTION 504 COORDINATOR	<p>Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]</p>
ROLE OF THE ADA / SECTION 504 COORDINATOR	<p>The ADA/Section 504 coordinator shall be responsible for ensuring that complaints are processed according to procedures but shall not be responsible for making a decision or determination about a complaint. The responsibility for a decision rests with the administrator who has jurisdiction over the complainant's area of employment.</p>
SUPERINTENDENT	<p>The Superintendent or designee shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.</p>
ALTERNATIVE REPORTING PROCEDURES	<p>An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
TIMELY REPORTING	<p>Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.</p>
NOTICE OF REPORT	<p>Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.</p>
INVESTIGATION OF THE REPORT	<p>The District may request, but shall not insist upon, a written report of the allegations. If a report is made orally, the District official shall reduce the report to written form.</p> <p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.</p>

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CONCLUDING THE
INVESTIGATION

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

DISTRICT ACTION

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

CONFIDENTIALITY

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

APPEAL

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

RECORDS RETENTION

Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by the District for a period of at least three years. [See CPC]

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

ACCESS TO POLICY

This policy shall be distributed annually to District employees. Copies of the policy shall be readily available at each campus and the District administrative offices.

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~~ALTER~~
NATE 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~~alter-nate~~ 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(LEGAL), 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~~~~parents~~ 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.

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 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 request 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 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 being under investigation), the administrator shall document the objection and the parent 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 and then shall deliver over the student.

The administrator shall immediately notify the Superintendent or designee and shall notify the parent or other person having lawful

RELATIONS WITH GOVERNMENTAL ENTITIES
STATE AND LOCAL GOVERNMENTAL AUTHORITIES

GRA
(LOCAL)

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 at that time, the campus administrator shall document the objection and shall not notify the parent.

[See FO for notification requirements by the campus behavior coordinator under Education Code Chapter 37.]

SCHOOL-POLICE
LIAISON TEAMS

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.

COMMENTS:

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

Signature: _____
Cherie Washington, Chief – Secondary Schools

Signature: _____
Karen Molinar, Chief – Elementary Schools

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE THE PROPOSED BOARD OF EDUCATION MEETING DATES FOR THE 2017-2018 SCHOOL YEAR

BACKGROUND:

The Board of Education approves meeting dates in advance in an effort to allow the District and public greater visibility with regards to scheduling and preparation of all District events.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve The Proposed Board Of Education Meeting Dates For The 2017-2018 School Year
2. Decline to Approve The Proposed Board Of Education Meeting Dates For The 2017-2018 School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve The Proposed Board Of Education Meeting Dates For The 2017-2018 School Year

FUNDING SOURCE

Additional Details

No Cost

COST:

None

VENDOR:

N/A

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 proposed 2017-2018 school year meeting dates allows the District and public greater visibility with regards to scheduling and preparation of all District events.

INFORMATION SOURCE:

Sammy Monge



Fort Worth
INDEPENDENT SCHOOL DISTRICT

BOARD OF EDUCATION MEETING DATES 2017-2018 School Year

August 8, 2017	Regular Public Comment	
August 22, 2017	Regular Public Comment	
September 12, 2017	Regular Public Comment	
September 26, 2017	Regular Public Comment	
October 10, 2017	Regular Public Comment	
October 24, 2017	Regular Public Comment	
November 7, 2017	Reserved for Work Session	If needed
November 14, 2017	Regular Public Comment	
December 12, 2017	Regular Public Comment	
January 23, 2018	Regular Public Comment	
February 13, 2018	Regular Public Comment	
February 27, 2018	Regular Public Comment	
March 6, 2018	Reserved for Work Session	If needed
March 20, 2018	Regular Public Comment	
April 10, 2018	Regular Public Comment	
April 17, 2018	Reserved for Work Session	If needed
April 24, 2018	Regular Public Comment	
May 8, 2018	Regular Public Comment	
May 15, 2018	Reserved for Work Session	If needed
May 22, 2018	Regular Public Comment	
June 5, 2018	Reserved for Work Session	If needed
June 12, 2018	Regular Public Comment	
June 26, 2018	Regular Public Comment	
July 17, 2018	Regular Public Comment	

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 2017**

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

BACKGROUND:

The 2016-2017 General Fund Budget was initially adopted on June 28, 2016 and last amended through the period ended February 28, 2017. During the month of March 2017, requests were made by campuses and departments to transfer funds between functions, as reflected on the spreadsheet provided, which are necessary in the normal course of District operations.

Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the period ended March 31, 2017
2. Decline to Approve Budget Amendment for the period ended March 31, 2017
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the period ended March 31, 2017

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

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

INFORMATION SOURCE:

Elsie Schiro
Lori Boswell
Patricia Young

**General Fund
2016-2017
Budget Amendments
March 31, 2017**

	General Fund 2016-2017 Amended Budget 2/28/2017	Adjustments	General Fund 2016-2017 Amended Budget 3/31/2017
<u>REVENUE & OTHER SOURCES</u>			
Local Revenue	\$328,267,118		\$328,267,118
State Revenue	390,664,500		390,664,500
Federal Revenue	12,639,837		12,639,837
Other Sources	0		0
Total Revenue & Other Sources	\$731,571,455	\$0	\$731,571,455
<u>EXPENDITURES</u>			
11 Instruction	\$441,654,957	(\$17,886)	\$441,637,071
12 Instruction Resources and Media Services	\$10,659,901	(\$3,213)	\$10,656,688
13 Curriculum and Instructional Staff Development	\$8,162,452	(\$5,602)	\$8,156,851
21 Instructional Administration	\$14,490,144	(\$1,692)	\$14,488,453
23 School Administration	\$48,481,270	\$10,121	\$48,491,391
31 Guidance and Counseling Services	\$38,605,399	(\$4,890)	\$38,600,509
32 Social Work Services	\$4,962,028	\$0	\$4,962,028
33 Health Services	\$9,496,885	\$0	\$9,496,885
34 Student Transportation	\$17,002,058	\$0	\$17,002,058
35 Food Services	\$237,012	(\$700)	\$236,312
36 Cocurricular/Extracurricular Activities	\$14,574,823	\$13,011	\$14,587,834
41 General Administration	\$19,166,762	(\$300)	\$19,166,462
51 Plant Maintenance and Operations	\$81,407,533	\$40,800	\$81,448,333
52 Security and Monitoring Services	\$11,988,332	\$350	\$11,988,682
53 Data Processing Services	\$12,695,314	\$0	\$12,695,314
61 Community Services	\$5,275,640	\$10,000	\$5,285,640
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$10,610,476	(\$40,000)	\$10,570,476
95 Payments to Juvenile Justice Alt Ed Program	\$350,000	\$0	\$350,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,600,000	\$0	\$2,600,000
Total Budgeted Expenditures	\$752,420,985	\$0	\$752,420,985
Total Deficit	(\$20,849,530)	\$0	(\$20,849,530)
Beginning Fund Balance (Audited)	183,731,006		183,731,006
Fund Balance-Ending (Unaudited)	\$162,881,476	\$0	\$162,881,476

FORT WORTH INDEPENDENT SCHOOL DISTRICT

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

	ORIGINAL	ADD/ SUBTRACT	REVISED 7/31/16	ADD/ SUBTRACT	REVISED 8/31/16	ADD/ SUBTRACT	REVISED 9/30/16	ADD/ SUBTRACT	REVISED 10/11/16	ADD/ SUBTRACT
Resources (Inflows):										
5700 Local and Intermediate Sources	\$334,295,989		\$334,295,989		\$334,295,989		\$334,295,989		(\$6,028,871)	\$328,267,118
5800 State Program Revenues	\$384,148,332		\$384,148,332		\$384,148,332		\$384,148,332		\$6,516,168	\$390,664,500
5900 Federal Program Revenues	\$9,800,000		\$9,800,000		\$9,800,000		\$9,800,000		\$2,839,837	\$12,639,837
7900 Other Financing Sources										
Amounts Available for Appropriation	728,244,321		728,244,321		728,244,321		728,244,321		3,327,134	731,571,455
Charges to Appropriations (Outflows)										
11 Instruction	439,217,520		439,217,520	(700,436)	438,517,082	120,199	438,637,281		438,637,281	3,133,418
12 Instructional Resources and Media Service	10,625,412		10,625,412	14,105	10,639,517	(4,148)	10,635,370		10,635,370	23,894
13 Curriculum Development and Instructional Personnel Development	8,328,372		8,328,372	130,328	8,458,700	(9,349)	8,449,351		8,449,351	(388,343)
21 Instructional Administration	14,730,387		14,730,387	(493,039)	14,237,348	(70,930)	14,166,418		14,166,418	381,680
23 School Administration	48,457,742		48,457,742	2,979	48,460,721	553	48,461,274		48,461,274	6,738
31 Guidance and Counseling Services	38,141,679		38,141,679	551,791	38,693,470	(99,042)	38,594,428		38,594,428	14,526
32 Attendance and Social Work Services	4,615,378		4,615,378	342,000	4,957,378		4,957,378		4,957,378	
33 Health Services	9,481,942		9,481,942		9,481,942		9,481,942		9,481,942	12,590
34 Student (pupil) Transportation	20,175,333		20,175,333	37,025	20,212,358		20,212,358		20,212,358	(3,270,300)
35 Food Services	247,583		247,583		247,583	3,000	250,583		250,583	(766)
36 Curricular/Extracurricular Activities	14,472,275		14,472,275	(600)	14,471,675	42,116	14,513,791		14,513,791	12,472
41 General Administration	18,729,032		18,729,032		18,729,032	(13,320)	18,715,712		18,715,712	
51 Plant Maintenance and Operations	81,595,350		81,595,350	28,338	81,623,688	29,091	81,652,779		81,652,779	(189,241)
52 Security and Monitoring Services	11,918,642		11,918,642	1,000	11,919,642	(24,200)	11,895,442		11,895,442	84,762
53 Data Processing Services	12,731,373		12,731,373		12,731,373	9,110	12,740,483		12,740,483	(18,297)
61 Community Services	5,138,608		5,138,608	86,512	5,225,120	16,920	5,242,040		5,242,040	2,200
71 Debt Service										
81 Facilities Acquisition & Construction	7,664,357		7,664,357	(1)	7,664,356		7,664,356	3,200,000	10,864,356	194,668
95 Juvenile Justice Alternative Education	350,000		350,000		350,000		350,000		350,000	
97 Tax Increment Financing										
99 Other Intergovernmental Charges	2,600,000		2,600,000		2,600,000		2,600,000		2,600,000	
Total Charges to Appropriations	749,220,985		749,220,985		749,220,985		749,220,985		3,200,000	752,420,985
Net Change in Fund Balance	(20,976,664)		(20,976,664)		(20,976,664)		(20,976,664)		127,134	(20,849,530)
Fund Balance-Beginning (Unaudited)	158,806,960		158,806,960		158,806,960		158,806,960		158,806,960	158,806,960
Fund Balances-Ending (Unaudited)	\$137,830,296		\$137,830,296		\$137,830,296		\$137,830,296		\$127,134	\$137,957,430



REVISED 10/31/16	ADD/ SUBTRACT	REVISED 11/15/16	ADD/ SUBTRACT	REVISED 11/30/16	ADD/ SUBTRACT	REVISED 12/31/16	ADD/ SUBTRACT	REVISED 1/31/17	ADD/ SUBTRACT	REVISED 2/28/17	ADD/ SUBTRACT	REVISED 3/31/17
\$328,267,118		\$328,267,118		\$328,267,118		\$328,267,118		\$328,267,118		\$328,267,118		\$328,267,118
\$390,664,500		\$390,664,500		\$390,664,500		\$390,664,500		\$390,664,500		\$390,664,500		\$390,664,500
\$12,639,837		\$12,639,837		\$12,639,837		\$12,639,837		\$12,639,837		\$12,639,837		\$12,639,837
731,571,455		731,571,455		731,571,455		731,571,455		731,571,455		731,571,455		731,571,455
441,770,698	(28,185)	441,742,514	(27,539)	441,714,975	(15,558)	441,699,417	(44,460)	441,654,957	(17,886)	441,637,071	(17,886)	441,637,071
10,659,263	508	10,659,771	5,516	10,665,287	4,140	10,669,427	(9,526)	10,659,901	(3,213)	10,656,688	(3,213)	10,656,688
8,061,008	(4,357)	8,056,651	(8,983)	8,047,668	40,131	8,087,799	74,653	8,162,452	(5,602)	8,156,851	(5,602)	8,156,851
14,548,098	5,200	14,553,298	5,000	14,558,298	2,577	14,560,875	(70,731)	14,490,144	(1,692)	14,488,453	(1,692)	14,488,453
48,468,012	16,778	48,484,790	(15,473)	48,469,317	4,749	48,474,066	7,204	48,481,270	10,121	48,491,391	10,121	48,491,391
38,608,954	(1,174)	38,607,780	(500)	38,607,280	(2,183)	38,605,097	302	38,605,399	(4,890)	38,600,509	(4,890)	38,600,509
4,957,378		4,957,378		4,957,378		4,957,378		4,957,378		4,962,028		4,962,028
9,494,532	2,050	9,496,582	(100)	9,496,482	300	9,496,782	103	9,496,885		9,496,885		9,496,885
16,942,058		16,942,058		16,942,058		17,002,058	60,000	17,002,058		17,002,058		17,002,058
249,817	(3,914)	245,903	(1,100)	244,803	(3,791)	241,012	(4,000)	237,012	(700)	236,312	(700)	236,312
14,526,263	8,384	14,534,647	1,000	14,535,647	6,859	14,542,506	32,317	14,574,823	13,011	14,587,834	13,011	14,587,834
18,715,712	450,000	19,165,712	950	19,166,662	100	19,166,762	4,968	19,166,762	(300)	19,166,462	(300)	19,166,462
81,463,538		81,464,171	1,044	81,465,215	(62,650)	81,402,565	520	81,407,533	40,800	81,448,333	40,800	81,448,333
11,980,204	3,125	11,983,329	717	11,984,046	3,766	11,987,812	520	11,988,332	350	11,988,682	350	11,988,682
12,722,186		12,722,186		12,722,186		12,691,314	(38,540)	12,691,314		12,695,314		12,695,314
5,244,240		5,244,240		5,244,240		5,275,640	(1,250)	5,275,640		5,275,640		5,275,640
11,059,024	(450,000)	10,609,024	2	10,609,026	1,450	10,610,476		10,610,476	(40,000)	10,570,476	(40,000)	10,570,476
350,000		350,000		350,000		350,000		350,000		350,000		350,000
2,600,000		2,600,000		2,600,000		2,600,000		2,600,000		2,600,000		2,600,000
752,420,985		752,420,985		752,420,985		752,420,985		752,420,985		752,420,985		752,420,985
(20,849,530)		(20,849,530)		(20,849,530)		(20,849,530)		(20,849,530)		(20,849,530)		(20,849,530)
158,806,960		183,731,006		183,731,006		183,731,006		183,731,006		183,731,006		183,731,006
\$137,957,430		\$162,881,476		\$162,881,476		\$162,881,476		\$162,881,476		\$162,881,476		\$162,881,476

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 2017**

**TOPIC: APPROVAL OF UTILITY EASEMENT FOR I.M. TERRELL ACADEMY
FOR STEM & VPA**

BACKGROUND:

The construction scope of work in Bid Package 043 at I.M. Terrell Academy for STEM & VPA includes a street abandonment and privatization of specific sections of IM Terrell Circle South. An existing gas line located adjacent to this street and within the footprint of FWISD's private property must remain as is. An easement agreement is required to be recorded on the plat documents on file with Tarrant County, Texas.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Utility Easement for I.M. Terrell Academy For STEM & VPA
2. Decline to Approve Utility Easement for I.M. Terrell Academy For STEM & VPA
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Utility Easement for I.M. Terrell Academy For STEM & VPA

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 utility easement needs to be executed and recorded with Tarrant County in order to satisfy county and City of Fort Worth requirements and to legally define the portion of land that the gas line can occupy on the I.M. Terrell Visual Performing Arts and STEM Academy campus.

INFORMATION SOURCE:

Vicki Burris
Art Cavazos
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
March 21, 2017**

TOPIC: 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

BACKGROUND:

On September 22, 2015, the Board of Education authorized CIP staff to enter into negotiations and award a contract to Reeder General Contractors for Bid Package 007, which consisted of construction scope at two campuses; TEA 049 – Kirkpatrick Middle School – 3,620 SF Kitchen Addition with new kitchen equipment, and demolition of the interiors of the existing kitchen and reconfiguration of the existing dining along with miscellaneous renovation scope is limited to life safety upgrades and TEA 139 – Milton L. Kirkpatrick Elementary School – 2,996 SF Kitchen Addition with new kitchen equipment, demolition of the interiors of the existing kitchen and reconfiguration of the existing dining. The work commenced on December 10, 2015 and was substantially complete on September 6, 2016, as inspected by the A/E firm, Halbach-Dietz, Reeder General Contractor has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to Reeder General Contractor will be in the amount of \$215,101.05.

Original Contract Amount:	\$4,151,900.00	Original Contract Time:	253 Days
Previous Change Orders:	\$169,019.00	Days Added in Previous CO:	0 Days
Final Change Order:	(\$14,388.00)	Final Change Order Time:	0 Days
Final Contract Amount:	\$4,306,531.00	Final Contract Time:	253 Days
Previously Paid:	\$4,091,429.95		
Final Payment Due:	\$215,101.05		

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve 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

FUNDING SOURCE

Additional Details

Select Funding Source	681.81.6629.B39.049.99.000000 - \$ 122,505.45
CIP	681.81.6629.B39.139.99.000000 - \$ 92,595.60
	TOTAL - \$ 215,101.05

COST:

The final payment to Reeder General Contractor will be in the amount of \$ 215,101.05

VENDOR:

Reeder General Contractor

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:

Reeder General Contractor has completed all work as required per the terms of their construction contract, work has been inspected by Halbach-Dietz Architects and project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
APRIL 11, 2017**

TOPIC: APPROVE THE MINUTES FOR THE JANUARY 23, 2017, FEBRUARY 6, 2017, AND FEBRUARY 20, 2017 RACIAL EQUITY COMMITTEE MEETINGS

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the special equity committee. The purpose of the Equity Committee is to develop policy, recommend priorities for addressing equity concerns, and review progress toward agreed upon targets. The Equity Committee will also work with the community and businesses in a broader discussion and examination of the impact of issues of race, language, and culture on the local workforce, economy, and community.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the Minutes for January 23, 2017, February 6, 2017, and February 20, 2017 Racial Equity Committee Meetings.
2. Decline to Approve the Minutes for January 23, 2017, February 6, 2017, and February 20, 2017 Racial Equity Committee Meetings.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Minutes for January 23, 2017, February 6, 2017, and February 20, 2017 Racial Equity Committee Meetings.

FUNDING SOURCE

Additional Details

No Cost

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Departments and Campuses in FWISD

RATIONALE:

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

INFORMATION SOURCE:

Racial Equity Committee



FORT WORTH ISD MISSION:
PREPARING ^{all} STUDENTS FOR SUCCESS IN
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
Racial Equity Committee**

Meeting Minutes

Monday, January 23, 2017 at 4:00 p.m.

FWISD Board Conference Room, 2903 Shotts, St., Fort Worth, TX 76107

Committee Members Present:

Alphonse, Jimmy	Krochmal, Max	Phillips, Quinton
Breed, Sherry	Mattingly, Cissy	Ramos, Jr., Jacinto
Brigance, Kevin	Monge, Sammy	Robbins, Norman
Clark, Rickie	Moore, Jerry	Rogers, Andrea
Grover, Barbara	Morales, Hugo	Walker, Carlos
Hickman, Dr. Olga	Moss, Christene	Young, Patricia
Hodges, Charles	Muñoz, Dr. Robert	

Committee Members Absent:

Cabello, Dianna	Johnson, Isiah	Miles, Nigel
Gonzalez, Pedro	Johnson, Steven	Paz, Ashley
Gravelle, Elizabeth	Jones, Cara	Poullard, Eric
Griffith, Barbara	Jones, Trevone	Rincón, Cynthia
Ibarra, Jesus	Lindsey, Devon	Scribner, Dr. Kent P

Guests/Visitors

Austin, Malik	Morris-Surles, Dr. Cassandra	Rangel, Dr. Patricia
Hall, Mia	Newby, Brian	Steinert, Michael
Morrison, Jonathan		

Christene Moss called the meeting to order at 4:05 p.m.

CALL TO ORDER

- Introduction and welcome to visitors.
- Approval of minutes from prior meeting.



FORT WORTH ISD MISSION: PREPARING ^{all} STUDENTS FOR SUCCESS IN COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

DISCUSSION ITEMS:

1. Review protocol for Racial Equity Committee meetings:
 - All committee members shall sign in, get their name tent, and sit at the table
 - Visitors may sit in the audience
 - Visitors may request to address items on the posted agenda by signaling to the Chair of the Committee
 - Due to limited time, guest speakers are asked to be succinct
 - Members and visitors may ask clarifying questions after the presentations and comments.
2. Racial Equity Committee Action Team #1 Update - All students enter school ready to learn.
Pre-K-2nd Grade Suspensions – (Presenter: Michael Steinert)
 - Some large districts have started not suspending EC students, instead they are sending students to OCI; e.g. Arlington ISD, Northwest ISD, however, as the suspensions have gone down, the OCI increased significantly
 - FWISD has 60 spaces at Insights, an alternative school inside DeZavala ES; if full, the student stays at school or is suspended
 - The Chief of Elementary Schools, has worked with principals to develop plans for helping students stay in school with adaptive behaviors and intentional teaching of behavior
 - The TBRI Grant (Trust-based Relational Intervention) has been in place for the last 3 years at 12 elementary schools to help students who have experienced trauma.
 - Any student with a score over 19 (59% of our 3rd-5th grade students), needs intervention.
 - Students are placed in nurture groups where they are able to have conversations to reach the root of the trauma and build trust in schools
 - The hope is that our district moves to not suspending our early childhood students
Priority #1: Eliminate suspensions in early learning (Presenter: Dr. Patricia Rangel)
 - There are no protocols in place for suspensions for Pre-K and K students; many are not documented (not suspended but sent home for cooling off time)
 - Many of our administrators do not know what resources are available; strategies not identified; need to develop a model for intervention strategies
 - Parents as Teachers staff are available to serve the 4 year-old students only, but if serving the 4 year-old, can help all the children in the home.
 - Campuses need more professional development for teachers on intervention strategies.
 - Expand partnerships with higher education partners
 - Training is needed for our teachers on equity and working with children of color
 - The Early Childhood dept is currently working at two schools to become model schools (MG Ellis ES, and Western Hills ES)



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Priority #2: Ensure rigorous, high quality Pre-K instruction (Presenter: Dr. Cassandra Morris-Surles)

- Conscious discipline
 - Brain-based
 - Students learn social-emotional skills
 - Recruiting & retaining high quality teachers (article); need specialists in early childhood
3. Update on questions posed regarding African American Studies course
 - Mr. Niedziela was not able to attend today but will present at our next meeting
 - The RFP for the consultant services should be posted this week
 4. Final review of Racial Equity Policy (with revisions) before submitting to the Board for approval at the February 14th Board of Education meeting - Brian Newby, Attorney.
 - Mr. Newby presented suggested changes in some of the language of the policy to make it a more positive/forward thinking policy.
 - The committee agreed to the changes and recommended that we proceed with submission to the Board.
 5. District-wide Equity Training RFP update
 - The training plan will go to the BOE for their approval on 1/24/17
 6. Debrief of My Brother's Keeper Summit in Washington D.C.
 - Sherry Breed and Rickie Clark attended the summit
 - The work of My Brother's Keeper will continue even after President Obama leaves office; funding may still be available
 7. Items for next meeting: Monday, February 6, 2017
 - Action Team #2 Update - All students read at or above grade-level by third grade

ADJOURN

Meeting adjourned at 5:26 p.m.

Signed:  Date: 2/6/17
Christene Moss, Chair

/clm; bg



FORT WORTH ISD MISSION:
 PREPARING ^{all} STUDENTS FOR SUCCESS IN
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee**

Meeting Minutes

Monday, February 6, 2017 at 4:00 p.m.

FWISD Board Conference Room, 2903 Shotts, St., Fort Worth, TX 76107

Committee Members Present:

Alphonse, Jimmy	Griffith, Barbara	Monge, Sammy
Breed, Sherry	Hodges, Charles	Moss, Christene
Brigance, Kevin	Johnson, Steven	Paz, Ashley
Clark, Rickie	Jones, Trevone	Phillips, Quinton
Grover, Barbara	Mattingly, Cissy	Robbins, Norman
	Miles, Nigel	Young, Patricia

Committee Members Absent:

Cabello, Dianna	Jones, Cara	Poullard, Eric
Gonzalez, Pedro	Krochmal, Max	Ramos, Jr., Jacinto
Gravelle, Elizabeth	Lindsey, Devon	Rincón, Cynthia
Hickman, Dr. Olga	Moore, Jerry	Rogers, Andrea
Ibarra, Jesus	Morales, Hugo	Scribner, Dr. Kent P
Johnson, Isiah	Muñoz, Dr. Robert	Walker, Carlos

Guests/Visitors

Austin, Malik	Harris, Cleveland	Niedziela, Joseph
Bradford, Khechara	Hernandez, Shannon	Steinert, Michael
El, Robert	Muhammad, Johnny	

Christene Moss called the meeting to order at 4:00 p.m.

CALL TO ORDER

- Introduction of new Racial Equity Committee members and/or Visitors
- Approval of minutes from prior meeting Approval of minutes from prior meeting
- Review protocol for Racial Equity Committee meetings



FORT WORTH ISD MISSION:

PREPARING ^{all} STUDENTS FOR SUCCESS IN
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

DISCUSSION ITEMS:

1. REC Action Team #3 Update

All students graduate from high school ready for college, career, and community leadership.

(Action Team Lead: Rian Townsend).

Priority #1: Increase access to rigorous coursework and provide support

- Current focus is on Algebra I success because it is required for all HS math courses.
- 3-part plan developed:
 - Six-week Intervention (before/after school & Saturdays)
 - Wintermester (3 week course/24 hours of instruction – before/after school & Saturdays)
 - Odysseyware – for students who did not pass Wintermester (starts late February)
- Next steps:
 - Identify students needing Odysseyware
 - Communicate with parents re: enrollment
 - Begin development of Summer credit recovery program

Priority #2: Promote alternatives to exclusionary discipline practices

- Identifying and recommending Restorative Practice Options as an alternative to suspension so students don't lose instructional time.
 - EX: Theft – normal Punitive Outcome is Suspension/DAEP. Restorative Practice is to return the stolen item, or pay for replacement of stolen item, and to provide written apology.
 - Restorative Practice is about teachers taking different approaches with students and with parents. It's about relationships; finding root causes of behaviors.

2. Status update on African Studies Course and responses to questions submitted.

- Mr. Niedziela and Ms. Bradford responded to questions that were submitted previously regarding the African/African American History Curriculum and other matters.
 - When will the RFP go out?
 - The RFP has been posted and will close this week.
 - Once a consultant is hired, they will:
 - Work to develop the scope and sequence for the depth and complexity of a K-12 curriculum
 - Design K-5 literacy-based African/African American History lessons
 - Create the Framework for the yearlong HS course
 - Share work with Principals and community members to gather feedback and formulate next steps
 - Develop promotional material and communication plans for the 2017-2018 launch



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- Are there any other districts in Texas that have African American studies?
 - In the state of Texas, no other district has an African American studies curriculum. Houston ISD has a similar elective course like FWISD.
- What about Mexican American studies?
 - Houston ISD has a special topics course in Mexican American studies that was TEA approved, any other district can use those materials.
- How many campuses offer the African American studies elective course?
 - There are 3 campuses offering the elective course this year and 6 will next year.
- Are the teachers qualified to teach the African American studies course?
 - Social Studies teachers have a Social Studies certificate; however, they may not have had specialty training in African American studies. We offer professional learning to train teachers in this specialty.
- What about the Geography text?
 - Districts were given two choices: pick up all the books and replace them, or use labels provided by McGraw-Hill. FWISD used the labels. The e-books were correctly immediately.
 -
- A list of recently purchased library books was shared with the committee.
 - Committee members were encouraged to submit additional suggested titles via email.

3. Racial and Ethnic Equity Policy Board of Education submission update.

- The first reading will be at the February 14, 2017 Board Meeting

4. Items for next meeting: Monday, February 20, 2017

- Action Team Update - Subcommittee team # 2
- Parent/community involvement, parent voice, parents' rights
- Recap and give feedback on February 14, 2017 Board Meeting
- Three Articles from today

ADJOURN

Meeting adjourned at 5:28 p.m.

Signed: Christene Moss Date: 3/6/17
Christene Moss, Chair

/clm; bg



FORT WORTH ISD MISSION:
 PREPARING ^{all} STUDENTS FOR SUCCESS IN
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee**

Meeting Minutes

Monday, February 20, 2017 at 4:00 p.m.

FWISD Board Conference Room, 2903 Shotts, St., Fort Worth, TX 76107

Committee Members Present:

Breed, Sherry	Johnson, Steven	Muñoz, Dr. Robert
Clark, Rickie	Jones, Cara	Ramos, Jr., Jacinto
Grover, Barbara	Jones, Trevone	Robbins, Norman
Griffith, Barbara	Mattingly, Cissy	

Committee Members Absent:

Alphonse, Jimmy	Krochmal, Max	Poullard, Eric
Brigance, Kevin	Lindsey, Devon	Rincón, Cynthia
Cabello, Dianna	Miles, Nigel	Rogers, Andrea
Gonzalez, Pedro	Monge, Sammy	Scribner, Dr. Kent P
Gravelle, Elizabeth	Moore, Jerry	Walker, Carlos
Hickman, Dr. Olga	Morales, Hugo	Young, Patricia
Hodges, Charles	Moss, Christene	
Ibarra, Jesus	Paz, Ashley	
Johnson, Isiah	Phillips, Quinton	

Guests/Visitors

Davis, Keisha	Harris, Cleveland	Perez, Jennifer
Dunkins, Dennis	Hollinger, Beth	Perry, Luther
El, Robert	Leon, Arcelia	Vasquez, Xavier

Sherry Breed called the meeting to order at 4:05 p.m.

CALL TO ORDER

- Introduction of new Racial Equity Committee members and/or Visitors
- Approval of minutes from prior meeting Approval of minutes from prior meeting
- Review protocol for Racial Equity Committee meetings



FORT WORTH ISD MISSION:

PREPARING ^{all} STUDENTS FOR SUCCESS IN
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

DISCUSSION ITEMS:

1. Racial Equity Committee Action Team #2 Update

All students read at or above grade level by third grade.

Action Team Lead: Beth Hollinger/Arcelia Leon

Priorities:

- To focus our behaviors on providing time to practice, reflect, and adjust to further develop our relational proficiency
- Develop systems to address differentiated student support by knowing each child's: educational history, optimal learning environment, and assistance for targeted academic language.
 - In alignment with 100x25 (100% of 3rd grade students reading on grade level by 2025), Action Team 2 is focusing on providing support to encourage non-traditional literacy; to encourage successful literacy practices and targeted instruction. Students' socioemotional health is impacted by how they are treated and how they are viewed.
 - We need to know their experiences; making connections to community, culture, history, home environment, so we can help our students.
- The plan (academic):
 - Develop systems to address differentiated student support by knowing each child's educational history and optimal learning environment,
 - We need to advocate for small group instruction, differentiation, and transactional literacy - bringing students' culture to the classroom (e.g. oral traditions, music, etc.); also, reading and writing together
- The plan (socioemotional):
 - Focus our adult behaviors on student literacy needs by developing our relational proficiency through social justice practices (distribution of opportunities); understand root causes; utilize the Positive Behavior Intervention and Support (PBIS)

2. **Overview of the Racial Equity Training that FWISD staff will begin** -will address at next meeting.

3. **Discuss the articles that were emailed to committee members** - will discuss at next meeting.

4. **Items for next meeting: Monday, March 6, 2017:**

- Overview of the Racial Equity Training that FWISD staff will begin
- Discuss the articles that were emailed to committee members
- Action Team Update, Goal 4: *All Students complete post-secondary education or training.*



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COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

Additional Discussion

- Ms. Arcelia Leon, Executive Director of Literacy, gave a brief overview of the Inaugural Literacy Conference “Read Like a Writer; Write Like a Reader”, held last Saturday, February 18th. 300 teachers attended. The focus was on authentic literacy with process in mind, versus product.
- Providing professional development for our teachers while not pulling them from their classrooms, having to pay for subs, or using non-contract days, is a big challenge. The district is exploring options. It was suggested that the district work with community members to explore possible solutions.

ADJOURN

Meeting adjourned at 5:24 p.m.

Signed: Christene Moss Date: 3/6/17
Christene Moss, Chair

/clm; bg

**CONSENT AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE THE MINUTES FROM THE FEBRUARY 16, MARCH 3, AND MARCH 21, 2017 BOARD POLICY COMMITTEE MEETINGS

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Board Policy Committee. The purpose of the committee is to focus efforts on local governance policy and review local procurement policy.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Minutes from the February 16, March 3, and March 21, 2017 Board Policy Committee Meetings.
2. Decline to Approve the Minutes from the February 16, March 3, and March 21, 2017 Board Policy Committee Meetings.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All campuses, departments, and community stakeholders

RATIONALE:

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

INFORMATION SOURCE:

Board Policy Committee



FORT WORTH ISD MISSION:
PREPARING ^{all} STUDENTS FOR SUCCESS IN
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth ISD
Board Policy Committee
Meeting Minutes**

**Thursday, February 16, 2017 at 2:30 p.m.
Board Conference Room, 2903 Shotts Street, Fort Worth, TX 76107**

Members Present:

Ashley Paz, Chair Norman Robbins Sammy Monge
Jerry Moore Mia Hall

Members Not Present:

Jacinto Ramos, Jr. T.A .Sims

Call to order at 2:30 pm by Ashley Paz.


A. Discussion of TEA Board Member Training

- Goals, performance measures, theory of action
- End of quarter 1, end of March; end of quarter 2, end of June
- Lonestar Governance Process; establish goals and bring to Board to approve
- Share with stakeholders (DAC and others); Vision 3 Rubric; Constraints identified

B. Review of Policies Governing Board Operating Procedures

- Board Policy AE
- Board Policy handbook/manual/procedures/regulations; TASB has an example
- All "B" policies - review; timeline out with calendared meetings to review drafts; add additional meetings before Board meetings
- Direction for policies: student achievement, defining the Board's role, Lonestar governance, transparency, public impact, increase collective as a body
- 2/28/17; 3/9/17; 3/21/17; 4/13/17; 4/25/17; 5/11/17 - next dates; will send dates and policies to this Committee for feedback

Meeting adjourned at 3:15 p.m.

Signed:  Date: 3/3/2017
Ashley Paz, Chair

/clm



FORT WORTH ISD MISSION:
PREPARING ^{all} STUDENTS FOR SUCCESS IN
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth ISD
Board Policy Committee
Meeting Minutes
Friday, March 3, 2017 at 2:30 p.m.
Board Library, 100 N. University Drive, Fort Worth, TX 76107**

Members Present:

Ashley Paz, Chair Norman Robbins Jacinto Ramos, Jr.
Jerry Moore Mia Hall

Members Not Present:

Sammy Monge T.A .Sims

Call to order at 2:03 pm by Ashley Paz.

A. Discuss and Review Board "B" Policies

- Review Board Policy Committee Schedule
- Share schedule with Board; Ashley will forward
 - Fri., March 3, 2017: discuss BE, BBI, BF, and BJCF
 - Thu., March 9, 2017: discuss BBB, BDD, BBFA, and BDAA
 - Thu., March 21, 2017: discuss BDAE, BBG, BEC, and BED
 - Thu., April 13, 2017: discuss BDB, BJA, and BBD
- Invite all Board to the next meeting to discuss the policies and receive input
- Will call TEA and Deputy Commissioner Crabill and ask for suggestions and other district examples
- Today discuss BBI (LOCAL), BE (LOCAL), BF (LOCAL), and BJCF (LOCAL)
- BBI (LOCAL)
 - Technology resources and electronic communications
 - Add Exhibit to Policy
 - Please send this to the Board for approval
- BE (LOCAL)
 - Board Meetings
 - Discuss changing the deadline to send out the Tuesday before to give Board Members ample time to review
 - Adjust the deadline timeline the staff must submit documents
 - Will work on adjustments and will bring back to this committee for committee approval before submitting to the Board for approval
- BF (LOCAL)
 - Board Policies
 - Please send this to the Board for approval




FORT WORTH ISD MISSION:

PREPARING ^{all} STUDENTS FOR SUCCESS IN
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

- BJCF (LOCAL)
 - Superintendent – Nonrenewal
 - Please send this to the Board for approval

B. Review of Policies Governing Board Operating Procedures

Meeting adjourned at 2:29 p.m.

Signed:  Date: 3/21/17
Ashley Paz, Chair

/clm



FORT WORTH ISD MISSION:

PREPARING ^{all} STUDENTS FOR SUCCESS IN COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

Fort Worth ISD Board Policy Committee Meeting Minutes

Tuesday, March 21, 2017 at 4:00 p.m.

Board Conference Room, 2903 Shotts Street, Fort Worth, TX 76107

Members Present:

Ashley Paz, Chair Norman Robbins Jacinto Ramos, Jr. Mia Hall

Members Not Present:

Sammy Monge T.A. Sims Jerry Moore

Call to order at 4:00 pm by Ashley Paz

A. Discuss and Review Board "B" Policies

- Today discuss BBB (LOCAL), BBFA (LOCAL), BDAA (LOCAL), and BDD (LOCAL)
- BBB (LOCAL)
 - Board Members, Elections
 - Court agreement passed date
 - If this policy is changed it will completely redo how we have board elections; therefore, maybe wait until re-elections?
 - Mia will work with Ramona Soto regarding wording
- BBFA (LOCAL)
 - Ethics, conflict of interest disclosures
 - Definitions given, familial relations, etc.; more restrictive
 - Allows for Grandfather clauses
 - Please send this to the Board for a first reading and discussion
- BDAA (LOCAL)
 - Officers and Officials - duties and requirements
 - Example from Dallas ISD regarding Board Officer nominations
 - Follows Robert's Rules of Order
 - Dallas ISD's Superintendent conducts that portion of the Board Meeting - unique situation
 - Looking for transparency
 - Maybe discuss the roles and responsibilities at a Board Workshop after the elections to ensure Board Members understand the roles and responsibilities and can decide if they want the role? Good idea. Can be in the handbook and manual as a procedure.
 - Please send this to the Board for a first reading and discussion




FORT WORTH ISD MISSION:

PREPARING ^{all} STUDENTS FOR SUCCESS IN
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

- BDD (LOCAL)
 - Board Internal Organization - Attorney
 - Example is TASB's Update recommendation
 - Question - is this the Board's Attorney or the District's Attorney? The District's Attorney represents the District; Board Members represent the taxpayers. e.g. Superintendent's contract - the District Attorney reports to the Superintendent; therefore, Board needs own Attorney?
 - All requests would go through both Superintendent and District Attorney.
 - Please send this to the Board for a first reading and discussion

B. Other

Meeting adjourned at 4:35 p.m.

Signed:  Date: 4/3/17
Ashley Paz, Chair

/clm

**ACTION AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE AND AWARD THE CONTRACT FOR PLANNING AND IMPLEMENTATION OF A STRATEGIC REAL ESTATE DEVELOPMENT PLAN

BACKGROUND:

The Fort Worth Independent School District has identified a need to develop and implement a Strategic Real Estate Development Plan (Plan) for its non-instructional properties. The plan will allow for timely acquisition, expansion, equipping, maintenance, operations, implementation, and installation of District facilities that serve a public need and purpose. While there are inadequate resources to develop new facilities and other public infrastructure for the benefit of the citizens of the District, there is a demonstrated evidence that partnerships between public entities and private entities or other persons can meet these needs by improving the schedule for delivery, lowering the cost, and providing other benefits to the public. Financial incentives exist under state and federal tax provisions that encourage public entities to enter partnerships with private entities or other persons to develop qualifying projects; and authorizing private entities or other persons to develop or operate one or more qualifying projects may serve the public by making the projects available to the public in a timelier or less costly fashion.

The team selected will evaluate the identified properties and propose options that maximize their highest and best use. Working with FWISD, the team will develop a Plan with recommendations for implementation that complies with Section 2267.052 of the Public and Private Facilities and Infrastructure Act, Chapter 2267 of the Texas Government Code and meets other applicable statutory and policy guidelines.

Implementation of the recommended Plan will be determined as a separate decision and will be based on applicable laws, guidelines and rules including the Public and Private Facilities and Infrastructure Act.

The selection was made through RFP #: 17-034 Planning and Implementation of a Strategic Real Estate Development Plan. The team selected comes with a proven track record in the planning and implementation of privatized development on governmental property.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve And Award The Contract For Planning And Implementation Of A Strategic Real Estate Development Plan
2. Decline to Approve And Award The Contract For Planning And Implementation Of A Strategic Real Estate Development Plan
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve And Award The Contract For Planning And Implementation Of A Strategic Real Estate Development Plan

FUNDING SOURCE

Special Projects

Additional Details

199-51-6291-001-999-99-455-000000

COST:

- \$75,000 – Educational Facilities Development Services, LLC
- \$79,900 – JLL Valuation & Advisory Services for property appraisals

VENDOR:

Educational Facilities Development Services, LLC
JLL Valuation & Advisory Services

PURCHASING MECHANISM

Bid

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

IDENTIFIED DISTRICT PROPERTIES AND FACILITIES

RATIONALE:

Developing and implementing a Strategic Real Estate Development Plan will allow for acquisition, expansion, and installation of District facilities in a timelier and lest costly fashion.

INFORMATION SOURCE:

Kent Scribner
Art Cavazos
Elsie Schiro
Sammy Monge

**ACTION AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE CAMPUS TURNAROUND PLANS

BACKGROUND:

The 84th Legislature passed House Bill (HB)1842 comprehensive legislation related to district and campus performance, sanctions and interventions. Texas Education Code (TEC) §39.107 states that after a campus has been identified as unacceptable for two consecutive years, the campus must develop and submit to the Agency a Turnaround Plan explaining the campus' systemic approach to producing significant and sustainable gains in achievement and a *Met Standard* rating within two years. Turnaround Plans, which are two year plans, describe a turnaround initiative that will transform student outcomes school-wide. These include the creation of a campus intervention team (CIT) and campus leadership team (CLT) who collaboratively develop, implement, and monitor turnaround initiatives through engaging in the Texas Accountability Intervention System (TAIS) continuous improvement process.

Fort Worth ISD has five campuses that were identified as unacceptable for two consecutive years. These campuses have requested input from parents, community members and stakeholders in developing their campus Turnaround Plans as required in TEC §39.107(a-2) (2). Each campus compiled the input and created their campus Turnaround Plan. The campus site-based decision making committee (SBDM), as well as parents and community members, have had an opportunity to review the completed campus Turnaround Plan as required by TEC §39.107(b).

Furthermore, TEC §39.107 requires a public hearing and approval of the Board of Trustees before the Turnaround Plans are submitted to the Commissioner of Education for final approval. The superintendent and Board of Trustees are required to attest that each plan provides clear focus and urgency to effectively move the turnaround initiatives forward. The district must confirm its commitment to support the schools in the successful implementation of the turnaround initiatives.

Full implementation of the Turnaround Plan must take effect no later than the beginning of school year 2017-18.

Plans can be found at the following link: <http://www.fwisd.org/Page/9958>

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve CAMPUS TURNAROUND PLANS
2. Decline to Approve CAMPUS TURNAROUND PLANS
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve CAMPUS TURNAROUND PLANS

<u>FUNDING SOURCE</u>	<i>Additional Details</i>	
General Fund	199	\$1,082,376
Special Revenue	211	\$1,635,000
Special Revenue	255	\$ 80,000
	Total	\$2,797,376

COST:

Year 1:	\$1,398,688
Year 2:	\$1,398,688
Total	\$2,797,376

VENDOR:

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

105 West Handley ES
117 Como ES
121 De Zavala ES
144 Mitchell Blvd ES
160 Maudrie M. Walton ES

RATIONALE:

TEC §39.107 requires that each campus which has been identified as unacceptable for two consecutive years must develop and submit a Turnaround Plan to the agency for approval. The Turnaround Plan is developed by the Campus Intervention Team (CIT), which includes the Campus Leadership Team (CLT), district coordinator of school improvement (DCSI), and professional service provider (PSP), and any other stakeholder groups (SBDM, faculty, parents and community). It should explain the campus' systemic approach to producing significant gains to meet state standards within two years. A public hearing and approval from the Board of Trustees are also required by (TEC §39.107(a-1)(2)). After board approval is secured, each Turnaround Plan will be submitted to the Commissioner of Education for final approval.

INFORMATION SOURCE:

Karen Molinar

**ACTION AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE RECOMMENDATIONS FOR THE ADOPTION OF NEW INSTRUCTIONAL MATERIALS IN THE CONTENT AREAS CALLED FOR UNDER STATE PROCLAMATION 2017

BACKGROUND:

The State Board of Education (SBOE) issued Proclamation 2017 in April 2015 to solicit bids for new instructional materials to go into classrooms in the 2017-2018 school year.

Proclamation 2017 called for instructional materials for all courses in Career and Technical Education and Languages Other Than English. It also called for materials for Special Topics in Social Studies, Algebraic Reasoning, and Statistics.

Interested publishers submitted a complete description for each product, listing all Texas Essential Knowledge and Skills (TEKS)-bearing components, and provided electronic samples of each product to the Texas Education Agency (TEA). A State Review Panel (SRP) composed of university professors, public school teachers, parents, business and industry representatives, and other subject matter experts appointed by the Commissioner reviewed each of the items submitted by publishers.

The committee review identified TEKS coverage, recorded factual errors, and documented findings to be shared with the Commissioner and SBOE. Between September – November 2016, TEA provided opportunities for interested parties to provide public testimony during SBOE meetings. Finally, on November 18, 2016, based on the work of the SRP and the public hearings, the SBOE adopted a list of instructional materials eligible for adoption under proclamation 2017.

In accordance with policy EFAA (LOCAL), ‘Instructional Materials: Selection and Adoption’, the District established various committees to review the materials approved by the SBOE.

The committees’ instructional materials study process took place from September 2016 through February 2017. The work included a review of each item as well as attendance to a day-long event, where presentations were provided by the publisher’s representatives. This day provided committee members an additional opportunity to ask further questions and to attend instructional materials demonstrations by the publishers for the respective evaluation committees.

Each committee prepared a recommendation and the attached executive summary provides a list of those recommendations and related costs. The estimated total cost for the purchase of instructional materials called for in the content areas under Proclamation 2017 is \$4,370,048.22.

Instructional materials adopted under this proclamation are scheduled to be implemented beginning the 2017 - 2018 school year. In order to receive materials by the start of the 2017-2018 school year, districts are encouraged to begin placing orders on May 1.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Recommendations for the Adoption of New Instructional Materials in the Content Areas Called for Under State Proclamation 2017
2. Decline to Approve Recommendations for the Adoption of New Instructional Materials in the Content Areas Called for Under State Proclamation 2017
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Select Funding Source

Adopted materials are eligible for purchase with funds from the state’s Instructional Materials Allotment (IMA) funds through the Texas Education Agency’s Educational Materials (EMAT) ordering system. Using this system, TEA processes payments directly to publishers and publishers ship materials to districts. Payment for orders that are placed directly with a publisher or vendor (instead of through EMAT) are paid by the District and reimbursed by TEA through a disbursement request. The final list of materials that can be purchased directly through EMAT will not be available until May 1. Therefore, we will not know until that time which items can be purchased directly through EMAT and which items will require a Purchase Order. Our current estimates are that of the \$4,370,048.22, \$954,917.47 can be purchased directly from the EMAT system and \$3,415,130.75 will be purchased through multiple purchase orders

COST:

\$987,167.57 through TEA's EMAT ordering system.

\$3,583,138.29 through various purchase orders

410-11-6321-001-698-11-458-000000-12245

The final list of items available through EMAT will be released by TEA on May 1. At that time, the current estimates may change and the amount that is available for ordering through EMAT may increase, and thus the purchase order amount will decrease.

VENDOR:

Various Vendors - see attached list

PURCHASING MECHANISM

Select Purchasing Category

Purchasing Support Documents Needed:

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

The purchase of the instructional materials will be through Local Bids, Interlocal Agreements and Sole Source which will be determine according to the vendor selected for each book.

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

Board approval of the Superintendent's instructional materials recommendations will allow the District to begin ordering materials as soon as the EMAT system opens up on May 1. Early ordering will help ensure delivery of materials by the start of the 2017-2018 school year.

INFORMATION SOURCE:

Charles Carroll
David Saenz
Elda Rojas
Shannon Hernandez
Joseph Niedziela
Maria Phillips

ESTIIMATED COSTS FOR RECOMMENDATIONS FOR 2017-2018 SCHOOL YEAR

Content Area	Total by Area	EMAT	Purchase Order
CTE	\$ 2,391,796.37	\$ 832,718.67	\$ 1,559,077.70
	\$ -		
Social Studies	\$ 17,134.00		\$ 17,134.00
	\$ -		
Math	\$ 254,948.60	\$ 139,250.00	\$ 115,698.60
	\$ -		
American Sign Language	\$ 86,086.52		\$ 86,086.52
Chinese	\$ 31,300.33		\$ 31,300.33
French	\$ 212,560.42		\$ 212,560.42
German	\$ 77,528.64		\$ 77,528.64
Italian	\$ 38,011.05		\$ 38,011.05
Japanese	\$ 49,468.02		\$ 49,468.02
Latin	\$ 95,803.05	\$ 15,198.90	\$ 80,604.15
Spanish	\$ 1,238,141.52		\$ 1,238,141.52
Estimated Grand Total	\$ 4,492,778.52	\$ 987,167.57	\$ 3,505,610.95

**EXECUTIVE SUMMARY OF INSTRUCTIONAL MATERIALS RECOMMENDATIONS
FOR IMPLEMENTATION IN THE 2017-2018 SCHOOL YEAR**

*Note: If the total amount is highlighted in red, it is a guarantee that those items will be purchased with EMAT.

SUBJECT AREA	PUBLISHER	TITLE	ESTIMATED PROGRAM COST
Mathematics, Algebraic Reasoning 7134 AB PEIMS: 03102540	Cosenza & Associates, LLC	<i>Algebraic Reasoning</i> ISBN: 9780988679696 <i>Program 3: Algebraic Reasoning Student/Teacher Materials, Student Print Version and e-Text (Through SY 2024-25)</i> <i>Program 3 includes 30 print copies of the student textbook and 30 digital downloads per year of the student eText in PDF format and one print copy of the teacher edition with online access to ancillaries. Program 3 cost - \$4895.</i> <i>\$4895 x 25 campuses = \$122,375</i> <i>Plus 10% for future growth: \$125 per Student Print Edition. 75 x \$125 = \$9375. \$95 per Student Digital Edition. 75 x \$95 = \$7125, \$125 per Teacher Edition. 3 x \$125 = \$375</i> <i>Total for Future Growth = \$16,875</i>	\$139,250.00 A
Mathematics, Statistics	Bedford Freeman and Worth, Statistics & Probability with Applications, 3 rd Edition		\$115,698.60 B
Sub-Total Mathematics			\$254,948.60
Advanced Animal Science AG00702 AB AGH00702 AB PEIMS: 13000700 Equine Science AG00501T AGH00501T PEIMS: 13000500 Landscape Design & Management AG01901T AGH01901T PEIMS: 13001900 Practicum in Agriculture, Food & Natural Res. AG02512 AB AGH02512 AB PEIMS: 13002515 Small Animal Management AG00402T AGH00402T PEIMS: 13000500 Veterinary Medical Applications AG00602AB	CEV Multimedia Ltd.	<i>ICEV Agricultural Science Site – Teacher License ISBN # 9781614592082</i> <i>Cost per Teacher License for 8 year subscription @ \$3,780 x 7 teachers = \$26,460</i> ISBN # 9781614593126 <i>Cost for student license for 8 year subscription @ \$72 X 321 students = \$23,112 + 15% growth = \$26,578.80</i>	\$53,038.80 C

AGH00602AB PEIMS13000600			
Principles of Education and Training AB ED14201 AB EDH14201AB PEIMS: 13014200	CEV Multimedia Ltd.	<p><i>Family and Consumer Sciences Site – Teacher License</i></p> <p>ISBN: 9781614594949</p> <p><i>Cost per Teacher License for 8 year subscription @ \$3,780 X 13 teachers = \$49,140</i></p> <p><i>Plus 15% growth = 2 additional teachers@ \$3780 = \$7560 + \$49,140 = \$56,700</i></p> <p>ISBN: 9781614594963</p> <p><i>Cost for student license for 8 year subscription @ \$72 X 340 students = \$24,480 + 15% growth = \$24,480 + \$3,600 = \$28,080 + \$56,700 = \$84,780</i></p>	\$84,780.00 C
Fashion Design I AB AV09302 AB AVH09302 AB PEIMS: 13009300 Fashion Design II and Lab AB AV09402 AB AVH09402 AB PEIMS: 13009410	CEV Multimedia Ltd.	<p><i>ICEV Family and Consumer Sciences Site Teacher License</i></p> <p>ISBN: 9781614594949</p> <p><i>Cost per Teacher License Subscription through SY 2024-2025) @ \$3780 x 3 teachers = \$11,340</i></p> <p>ISBN: 9781614594963</p> <p><i>Cost for student license subscription through SY2024-2025 @ \$72 X 120 students = \$8,640 + 15% growth = 18 students X \$72 = \$1296</i></p> <p><i>\$9,936 + \$11,340 = \$21,276</i></p>	\$21,276.00 C
Interpersonal Studies HV24401T HVH24401T PEIMS: 13024400 Family and Community Services T HV24901T HVH24901T PEIMS:13024900	CEV Multimedia Ltd.	<p><i>CEV Multiple Ltd.; iCEV Family and Consumer Sciences Site – Teacher License; ISBN Number: 978164594949; Online Edition</i></p> <p><i>Cost per Teacher License for 8 year subscription @ \$3,780 x 4 teachers = \$15,120</i></p> <p><i>Plus 15% growth = 1 additional teacher@ \$3780 + \$15,120 = \$18,900</i></p> <p>ISBN # 9781614594963</p> <p><i>Cost for student license for 8 year subscription @ \$72 X 106 students = \$7,632</i></p> <p><i>Plus 15% growth = 22 additional students @ \$72 = \$1584 + \$7632 = \$9216</i></p> <p><i>\$18,900 + \$9216 = \$28,116</i></p>	\$28,116.00 C

<p>Advanced Culinary Arts/d AB HT22603 AB HTH22603 AB PEIMS: 13022650</p> <p>Principles of Hospitality AB HT22201AB HTH22201AB PEIMS: 13022200</p> <p>Hospitality Services AB HT22802AB HTH22802AB PEIMS:13022800</p> <p>Hotel Management AB HT22301AB HTH22301AB PEIMS: 13022300</p>	<p>CEV Multimedia Ltd.</p>	<p><i>Family and Consumer Sciences Site – Teacher License</i></p> <p>ISBN: 9781614594949</p> <p><i>Cost per Teacher License for 8 year subscription @ \$3,780 X 15 teachers = \$56,700</i></p> <p><i>ICEV Family and consumer Sciences Site – Student License (8yr. subscription) ISBN: 9781614594963</i></p> <p><i>Cost for student license for 8 year subscription @ \$72 X 702 students = \$50,544</i></p>	<p>\$107,244.00 C</p>
<p>Advertising T MK34201 T MKH34201 T PEIMS: 13034200</p> <p>Fashion Marketing MK34301 T MKH34301 T PEIMS: 13034300</p> <p>Sports and Entertainment Marketing T MK34601 T MKH34601 T PEIMS:13034600</p>	<p>CEV Multimedia Ltd.</p>	<p><i>ICEV Business, Marketing, Finance, IT & Media Site – Teacher License ISBN: 9781614593836</i></p> <p><i>Cost per Teacher License for 8 year subscription @ \$3,780 x 9 teachers = \$34,020</i></p> <p>ISBN # 9781614593850</p> <p><i>Cost for student license for 8 year subscription @ \$72 X 959 students = \$69,048</i></p> <p>+ \$34,020= \$103,068</p>	<p>\$103,068 C</p>
<p>Principles of Transportation Systems AB TP39201 AB TPH39201 AB TP39202 AB TPH39202 AB TP39203 AB TPH39203 AB</p> <p>PEIMS: 13039250</p>	<p>CEV Multimedia Ltd.</p>	<p><i>ICEV Architecture, Construction, Transportation and Manufacturing Site – Teacher License</i></p> <p>ISBN # 9781614593461</p> <p><i>Cost per Teacher License for 8 year subscription @ \$3780 x 10 teachers = \$37,800</i></p> <p>ISBN # 9781614593485</p> <p><i>Cost for student license for 8 year subscription @ \$72 X 277 students = \$19,944</i></p>	<p>\$57,744.00 C</p>
<p>Principles of Law and Public Safety AB</p> <p>LA29201 AB</p>	<p>CEV Multimedia Ltd.</p>	<p><i>Law, Public Safety, Corrections and Security Site – Teacher License</i></p> <p>ISBN: 9781614595687</p>	<p>\$11,340.00 C</p>

LAH29201 AB PEIMS: 13029200		<i>Cost per Teacher License for 8 year subscription @ \$3,780 X 3 teachers = \$11,340</i>	
Principles of Manufacturing AB MA32201 AB MAH32201 AB PEIMS: 13032200	CEV Multimedia Ltd.	<i>ICEV Agriculture, Construction & Manufacturing – Teacher License ISBN # 9781614593461</i> <i>Cost per Teacher License for 8 year subscription @ \$3,780 x 1 teachers = \$3,780</i> ISBN: 9781614593485 <i>Cost for student license for 8 year subscription @ \$72 X 25 students = \$1,800</i> $\$1,800 + \$3780 = \$5,580$	\$5,580 C
Global Business T BA11801 T BAH11801 T PEIMS: 13011800	CEV Multimedia Ltd.	<i>Business, Marketing, Finance, IT & Media Site – Teacher License</i> ISBN: 9781614593836 <i>Cost per Teacher License for 8 year subscription @ \$3,780 X 12 teachers = \$45,360</i> ISBN: 9781614593850 <i>Cost for student license for 8 year subscription @ \$72 X 550 = \$39,600 + \$45,360 = \$84,960</i>	\$84,960 C
Floral Design AB AG01802 AB AGH01802 AB PEIMS: 13001800	Goodheart-Wilcox Co.	<i>Principles of Floral Design: An Illustrated Guide - Bundle (Text + TX Online Student Center 8yr Classroom Subscription)</i> ISBN#: 9781683113669 <i>Cost per bundle for textbook and 8 year classroom subscription @ \$104.94 X 30 students = \$3,148.20</i> <i>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition, Presentations for PowerPoint®, and ExamView® Assessment Suite</i> ISBN#: 9781683113683 <i>Cost: no charge (\$396.00 value) for 2 teachers</i>	\$3,148.20 D
Horticultural Science AB AG02002AB AGH02002AB PEIMS: 13002000	Goodheart-Wilcox Co.	<i>Horticulture Today – Bundle (Text and Online Student Center 8yr Classroom Subscription)</i> ISBN#: 9781683114260 <i>Cost per Bundle for textbook and 8yr classroom subscription @ \$135 X 30 students= \$4,050</i> <i>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition,</i>	\$4,050.00 D

		<p><i>Presentations for PowerPoint®, and ExamView® Assessment Suite</i></p> <p>ISBN#: 9781683114284</p> <p><i>Cost: no charge (\$396.00 value) for 1 teacher</i></p>	
<p>Principles of Agriculture, Food & Natural Resources AB</p> <p>AG00201 AB</p> <p>AGH00201 AB</p> <p>PEIMS: 13000200</p>	Goodheart-Wilcox Co.	<p><i>Principles of Agriculture, Food & Natural Resources (Bundle: Text and Online Student Center 8yr Classroom Subscription) ISBN#: 9781683113461</i></p> <p><i>Cost per Bundle for textbook and 8yr classroom subscription @ \$135 X 120 students = \$16,200</i></p> <p><i>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition, Presentations for PowerPoint®, and ExamView® Assessment Suite</i></p> <p>ISBN#: 9781683113485</p> <p><i>Cost: no charge (\$396.00) for 4 teachers</i></p>	\$16,200.00 D
<p>Anatomy and Physiology AB</p> <p>HS02062 AB</p> <p>HS02062 AB</p> <p>PEIMS: 13020600</p>	Goodheart Willcox Co.	<p><i>Introduction to Anatomy & Physiology</i></p> <p>ISBN#: 9781683113065</p> <p><i>Bundle (Text + TX Online Student Center 8yr Classroom Subscription)</i></p> <p><i>\$118.50 X 30 students per classroom = \$3,555 per classrooms X 18 classrooms = \$63,990 plus 15% growth = \$74,655</i></p> <p><i>TX Online Instructor Resources 8yr Access Key Code</i></p> <p>ISBN#: 978-1-68311-308-9 <i>provided free (\$396.00/per teacher value) 18 teachers X 396.00 = \$7,128 - \$7,128 = 0</i></p>	\$74,655.00 D
<p>Architecture Design I AB</p> <p>AR04602 AB</p> <p>ARH04602 AB</p> <p>PEIMS: 13004600</p>	Goodheart-Willcox Co	<p><i>Architecture: Residential Drafting and Design</i></p> <p><i>Bundle (Text + TX Online Learning Suite 8yr Classroom Subscription)</i></p> <p>ISBN#: 9781683114161.</p> <p><i>Cost per Bundle \$148.50 at 30 per classroom set = \$4,455 x 4 classrooms = \$17,820.00</i></p> <p><i>Plus 15% for future growth = 1 classroom @ \$4,455 = \$22,275</i></p> <p>ISBN: 9781683114185</p> <p><i>Teacher Editions –5 TX Online Instructor Resources 8yr Access Key Code free (\$396.00 per teacher value x 5 teachers = \$1980 - \$1980 = \$0)</i></p>	\$22,275.00 D
<p>Basic Collision Repair and Refinishing</p>	Goodheart-Willcox Co	<p><i>Auto Collision Repair and Refinishing, 2nd Edition 2017</i></p> <p>ISBN#: 9781683110477</p>	\$2,790.00 D

<p>TP39800 AB</p> <p>TP39800 AB</p> <p>PEIMS: 13039750</p>		<p><i>Bundle (Text + TX Online Learning Suite 8yr Classroom Subscription)</i></p> <p><i>Cost per Bundle \$139.50 at 20 per classroom set = \$2,790</i></p> <p><i>Teacher Editions –1 TX Online Instructor Resources 8yr Access Key Code</i></p> <p>ISBN#: 9781683110491</p> <p><i>free (\$396.00 per teacher value)</i></p>	
<p>Commercial Photography I AB</p> <p>AV09102 AB</p> <p>AVH09102 AB</p> <p>PEIMS: 13009100</p>	<p>Goodheart-Willcox Co</p>	<p><i>Photography: Portfolio to Profession</i></p> <p><i>Bundle (Text + TX Online Student Center 8yr Classroom Subscription)</i></p> <p>ISBN: 9781683114062</p> <p><i>Cost per bundle for textbook and 8 year classroom subscription @ \$118.50 X 20 students = \$2,370</i></p> <p><i>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition, Presentations for PowerPoint®, and ExamView® Assessment Suite</i></p> <p>ISBN: 9781683114086</p> <p><i>Cost: no charge (\$396.00 value) for 1 teacher</i></p>	<p>\$2,370.00 D</p>
<p>Human Growth and Development AB</p> <p>ED14302AB</p> <p>EDH14302 AB</p> <p>PEIMS:13014300</p>	<p>Goodheart-Willcox Co.</p>	<p>Lifespan Development ISBN: 9781683112464, Bundle (Text + TX Online Learning Suite 8yr Classroom Subscription)</p> <p>Cost per Bundle for textbook and 8yr classroom subscription @ \$118.50 X 25 students= \$2,962.50 X 12 teachers = \$35, 550</p> <p>Plus 15% growth = 2 additional teachers @ \$2962.50 = \$5925 + \$35,550 = 41,475</p> <p>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition, Presentations for PowerPoint®, and ExamView® Assessment Suite</p> <p>ISBN: 9781683112488 Cost: no charge (\$396.00 value) for 15 teachers</p>	<p>\$41,475.00 D</p>
<p>Lifetime Nutrition and Wellness T</p> <p>HV24501T</p> <p>HVH24501T</p> <p>PEIMS: 13024500</p>	<p>Goodheart-Wilcox Co.</p>	<p><i>Guide to Good Food - Bundle (Text + TX Online Student Center 8yr Classroom Subscription)</i></p> <p>ISBN: 9781683111764</p> <p><i>Cost per bundle for textbook and 8 year classroom subscription @ \$108.00 X 30 students = \$3,240 X 12 = \$38,880</i></p> <p><i>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition, Presentations for PowerPoint®, and ExamView® Assessment Suite</i></p> <p>ISBN#: 9781683111788</p>	<p>\$38,880.00 D</p>

		<i>Cost: no charge (\$396.00 value) for 12 teachers</i>	
Principles of Human Services AB HV24201 AB HVH24201 AB PEIMS: 13024200	Goodheart-Wilcox Co.	<i>Principles of Human Services; ISBN: 9781683111863; Bundle (Text + TX Online Learning Suite 8yr Classroom Subscription)</i> <i>Cost per bundle for textbook and 8 year classroom subscription @ \$112.50 X 30 students = \$3,375 X 5 = \$16,875</i> <i>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition, Presentations for PowerPoint®, and ExamView® Assessment Suite</i> ISBN#: 9781683111887 <i>Cost: no charge (\$396.00 value) for 5 teacher</i>	\$16,875.00 D
Child Development AB HV24701AB HVH24701 AB PEIMS: 13024700	Goodheart-Willcox Co.	<i>Child Development; ISBN: 9781683111962; 8th Edition; Bundle (Text + TX Online Learning Suite 8yr Classroom Subscription)</i> <i>Cost per bundle for textbook and 8 year classroom subscription @ \$108 X 30 students = \$3,240 X 7 = \$22,680</i> <i>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition, Presentations for PowerPoint®, and ExamView® Assessment Suite</i> ISBN: 9781683111986 <i>Cost: no charge (\$396.00 value) for 7 teachers</i>	\$22,680.00 D
Culinary Arts/d AB HT22602AB HTH22602AB PEIMS: 13022600	Goodheart-Willcox Co.	<i>The Culinary Professional, 3rd Edition ISBN: 978-1-68311-206-8, Bundle (Text + TX Online Learning Suite 8yr Classroom Subscription)</i> <i>Cost per Bundle for textbook and 8yr classroom subscription @ \$130.20 X 25 students= \$3,255</i> <i>\$3,255 X 7 teachers = \$22,785</i> <i>+ 15% growth (1 classroom @\$3,255) = \$26,040</i> <i>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition, Presentations for PowerPoint®, and ExamView® Assessment Suite</i> ISBN: 9781683112082 <i>Cost: no charge (\$396.00 value) for 8 teachers</i>	\$26,040.00 D
Food Science AB HT23002 AB HTH23002 AB PEIMS: 13023000	Goodheart-Willcox Co.	<i>Principles of Food Science ISBN: 9781683112365 Bundle (Text + TX Online Student Center 8yr Classroom Subscription)</i> <i>\$126.00 X 25 students = \$3150 X 7 teachers = \$22,050</i> <i>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition, Presentations for PowerPoint®, and ExamView® Assessment Suite</i>	\$25,200.00 D

		<p>ISBN: 9781683112389 (\$396 per teacher) no charge</p> <p>Plus 15% growth = 1 additional teacher @\$3,150 + \$22,050 = \$25,200</p>	
<p>Paid Practicum in Marketing AB</p> <p>MK34812 AB</p> <p>MKH34812 A</p> <p>PEIMS: 13034805</p>	Goodheart-Wilcox Co.	<p><i>Goodheart - Willcox Marketing Dynamics, 3rd Edition 2014, ISBN: 9781683111375 - Bundle (Text + TX Online Student Center 8yr Classroom Subscription)</i></p> <p><i>Cost per bundle for textbook and 8 year classroom subscription @ \$126 X 30 students = \$3,780 X 4 teachers = \$15,120</i></p> <p><i>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition, Presentations for PowerPoint®, and ExamView® Assessment Suite</i></p> <p>ISBN#: 9781683111399</p> <p><i>Cost: no charge (\$396.00 value) for 4 teachers</i></p>	\$15,120.00 D
<p>Engineering Design and Presentation I AB</p> <p>ST36502AB</p> <p>STH36502AB</p> <p>PEIMS: 13036500</p>	Goodheart-Wilcox Co.	<p><i>Exploring Drafting, Walker, et al, 2018; Bundle (Text + TX Online Learning Suite 8yr Classroom Subscription)</i></p> <p>ISBN: 9781683113867</p> <p><i>Cost per Bundle for textbook and 8yr classroom subscription @ \$112.50 X 25 students= \$2,812.50</i></p> <p><i>\$2,812.50 X 7 teachers = \$19,687.50</i></p> <p><i>Plus 15% growth (1 classroom @\$2812.50) = \$22,500</i></p> <p><i>TX Online Instructor Resources 8yr Access Key Code includes TEKS correlations, Student Edition, Presentations for PowerPoint®, and ExamView® Assessment Suite</i></p> <p>ISBN: 9781683113881</p> <p><i>Cost: no charge (\$396.00 value) for 8 teachers</i></p>	\$22,500.00 D
<p>Professional Communications T</p> <p>AV09901 T</p> <p>PEIMS: 13009900</p>	Goodheart-Wilcox Company	<p><i>Professional Communications, 2017 Edition, ISBN: 9781631261282</i></p> <p><i>Bundle (Text + TX Online Learning Suite 8yr Classroom Subscription)</i></p> <p>ISBN: 9781683110576</p> <p><i>\$118.50 x 30 per classroom = \$3,555 X 39 classrooms = \$138,645</i></p> <p><i>Plus 15% growth = 6 additional classrooms x \$3,555 = \$21330 + \$138645 = \$159,975</i></p> <p><i>TX Online Instructor Resources 8yr Access Key Code</i></p> <p>ISBN: 9781683110590</p> <p><i>(\$396.00 value) X 45 classrooms - No charge</i></p>	\$159,975.00 D

Video Game Design AV00992AB AVH00992 AB PEIMS13009970	Goodheart-Willcox Co.	<i>Video Game Design Foundations – Online Student Center</i> ISBN 9781683111535 (8yr Classroom Subscription) \$79.35 per student X 30 students/classroom = \$2,380.50 X 2 classrooms = \$4,761.00 ISBN: 9781683114291 – teacher edition @ no cost	\$4,761.00 D
Advanced Culinary Arts/d AB HT22603 AB HTH22603 AB PEIMS: 13022650	Goodheart-Wilcox Company Co.	Principles of Business, Marketing, and Finance, 9th Edition 2017 , Bundle (Text + TX Online Learning Suite 8yr Classroom Subscription) ISBN: 9781683110873 \$118.50 X30 students per classroom = \$3,555 X 18 classroom = \$63,990 Plus 15% growth = \$3555 x 3 additional classroom = \$10,665 + \$63,990 = \$74,655 ISBN: 9781683110897 – Teacher edition @ no cost	\$74,655 D
Construction Technology I AB AR00512 AB ARH00512 AB PEIMS: 13005100 Principles of Construction AR04202 AB ARH04202 PEIMS:13004220	Goodheart-Willcox Co	<i>Modern Carpentry, 12th edition; TX Bundle (Text + TX Online Learning Suite 8yr Classroom Subscription)</i> ISBN#: 9781683113966. <i>Cost per Bundle \$132 at 20 per classroom set = \$2,640 x 7 classrooms = \$18,480.00</i> ISBN: 9781683113980 <i>Teacher Editions –5 TX Online Instructor Resources 8yr Access Key Code free (\$396.00 per teacher value x 7 teachers = \$2,772 - \$2,782 = \$0)</i>	\$18,480 D
Livestock Production AB AG00302 AB AGH00302 AB PEIMS: 13000300	Pearson Education	<i>Introduction to Livestock & Companion Animals 5e– Student Edition (Print) with Digital eText –</i> ISBN: 9780134513171 \$110.97 X 25 students = \$2774.25 X 2 teachers = \$5548.50	\$5,548.50 E
Audio/Video Production I/d AB AV08502 AB AVH08502 AB PEIMS: 13008500	Pearson Publishing	<i>Learning Audio/Video Production, 2017 Ed. Student Edition with Digital eText</i> ISBN#: 9780134427508 Cost: \$105.97 X 25 per classroom set = \$2,649.25 X 6 classrooms = \$15,895.50 Plus 15% for future growth = 1 classroom @ \$2,649.25 = \$18,544.75 6 Teacher Editions will be furnished free of charge. Copies of LEARN Adobe Premiere Pro CC for Video Communication_ ISBN#: Will be furnished in each classroom free of charge.	\$18,544.75 E

<p>Medical Terminology AB HS02031AB HSH02031 AB PEIMS: 13020300</p>	<p>Pearson Education</p>	<p><i>Medical Terminology A Living Language, Third Edition, 2017 ISBN: 9780134480664 Student Edition with Digital eText @ \$105.97 X 25 students = \$2,649.25</i></p> <p><i>X 5 = \$13,246.25</i></p> <p><i>Plus 15% growth (1 classroom @\$2,649.25 + \$13,246.25 = \$15,895.50</i></p> <p><i>Digital eText (Online) ISBN: 9780134460345</i></p> <p><i>\$79.47 X 282 students = \$22,410.54</i></p> <p><i>Plus 15% growth = 36 students X \$79.47 = \$2,860.92 + \$22,410.54 = \$25,271.46</i></p>	<p>\$41,166.96 E</p>
<p>Principles of Health Science AB HS02022AB HSH02022AB PEIMS:13020200</p>	<p>Pearson Education</p>	<p><i>Principles of Health Science Texas Student Edition (Print) with Digital eText</i></p> <p>ISBN: 9780134428024</p> <p><i>\$110.97 X 25 students/classroom = \$2,774.25 X 7 teachers = \$19,419.75 plus 15% growth (\$19419.75 + \$2,774.25 = \$22,194</i></p> <p><i>Digital eText (Online) ISBN: 9780134538259</i></p> <p><i>\$83.47 X 270 students = \$22,536.90</i></p> <p><i>Plus 15% growth 42 X \$83.47 = \$3,505.74 + \$22,536.90=\$26,042.64 + \$22, 194 = \$48,236.64</i></p>	<p>\$48,236.64 E</p>
<p>Pharmacology AB HS20801 AB HSH20801 AB PEIMS: 13020950</p>		<p>No book adopted</p>	
<p>Introduction to Culinary Arts AB HT22400AB HTH22400AB PEIMS:13022550</p>	<p>Pearson Education</p>	<p><i>Introduction to Culinary Arts, 3e Student Edition (Print) with Digital eText</i></p> <p>ISBN:9780134480633</p> <p><i>\$110.97 X 25 students = \$2,774.25per classroom X 7 teachers = \$19,419.75</i></p> <p>ISBN: 9780134460369</p> <p><i>138 additional students @\$83.47 for digital etext = \$11,518.86</i></p> <p><i>\$19,419 + \$11,518.86 = \$30,938.61</i></p> <p><i>+15% growth = 1 teacher (\$2,774.25 + \$30,938.61 = \$33,712.86)</i></p>	<p>\$33,712.86 E</p>
<p>Entrepreneurship AB MK34401 AB MKH34401 AB PEIMS: 13034400</p>	<p>Pearson Education, Inc.</p>	<p><i>Entrepreneurship: Owning Your Future 12e</i></p> <p>ISBN: 9780134571171</p> <p><i>Student Edition (Print) with Digital eText \$105.97 X 30 per classroom = \$3,179.10 X 9 = \$28,611.90</i></p> <p><i>Plus 15% growth = 1 additional classroom @\$3,179 + \$28,611 = \$31,790.90</i></p>	<p>\$31,790.90 E</p>

Principles of Applied Engineering AB ST36202 AB STH36202 AB PEIMS: 13036200	Pearson Education	<i>Principles of Applied Engineering, Texas Edition Reid, et al. 2017 ISBN: 9780134428017</i> <i>Student Edition (Print) with Digital eText \$105.97 X 25 students/classroom = \$2,649.25 X 7 teachers = \$18,544.75</i> <i>Plus 15% growth (1 classroom @ \$2,649.25) = \$21,194</i> <i>Digital eText (Online) ISBN: 9780134449562</i> <i>\$79.47 X 277 students = \$22,013.19</i> <i>Plus 15% growth (\$79.47 X 43 students) = \$3,417.21 + 22,013.19 = \$25,430.40 + \$21,194 = \$46,624.40</i>	\$46,624.40 E
Principles of Arts and AV AV08202 AB AVH08202 AB PEIMS: 13008200	Pearson Education, Inc.	<i>Principles of Arts, Audio and Video Technology and Communication Texas Student Edition (Print and Digital eText</i> ISBN:9780134427478 <i>Student Edition (Print) with Digital eText @ \$110.97 X 30 per classroom = \$3329.10 X 24 classrooms = \$79,898.40</i> ISBN: 9780134449425 <i>Digital eText (online) @\$83.47 X 548 = \$45,741.56</i>	\$125,639.96 E
Web Technologies AB IT27902 AB ITH27902 AB PEIMS: 13027900	Pearson Education, Inc.,	<i>Learning Web Technologies - Student Edition (Print) with Digital eText</i> ISBN 9780134427447 <i>\$105.97 X 30 students/classroom = \$3,179.10 X 5 = \$15,895.50</i> <i>Plus 15% growth = 1 additional teachers</i> <i>\$15,895.50 + 3,179.10 = \$19,074.60</i>	\$19,074.60 E
Investigating Careers in Construction Technology T CD00411 Investigating Careers in Fashion Design T CD00421 Investigating Careers in Arts and AV T CD00431 Investigating Careers in Business T CD00451 Investigating Careers in Hospitality and Tourism T CD00461 Investigating Careers in Human Services T CD00471 Investigating Careers in Information Technology T CD00481	Pearson Education	<i>Investigating Careers, Texas Edition (Print with eText)</i> ISBN: 9780134428048 <i>Student Edition (Print) with Digital eText @ \$99.97 X 30 student/classroom = \$2999.10 X 39 classrooms = \$116,964.90</i>	\$116,964.90 E

Investigating Career in STEM T CD00491 PEIMS: 12700400 12700410 12700420 12700430			
College and Career Readiness T CD00301 PEIMS: 112700300	Pearson Education	<p><i>College and Career Readiness (Texas Student Edition (Print) with Digital eText</i> ISBN: 9780134428031</p> <p><i>Student Edition (Print) with Digital eText @ \$99.97 X 30 student/classroom = \$2999.10 x 22 classrooms = \$65,980.20</i></p> <p><i>Plus 30% growth = 7 additional classrooms @ \$2999.10 = \$20,993.70 + \$65,980.20 = \$86,973.90</i></p>	\$86,973.90 E
Principles of Information Technology AB IT27201 AB ITH27201 AB PEIMS: 13027200	Pearson Education, Inc.	<p><i>Principles of Information Technology – Texas Student Edition (Print) with Digital eText</i> ISBN: 9780134446547</p> <p><i>\$105.97 X 30 students = \$3179.10 X 5 classrooms = \$15,895.50</i></p>	\$15,895.50 E
Welding I MA32302 AB MAH32302 AB PEIMS:13032300 Welding II/d MA32402 AB MAH32402 AB PEIMS: 13032400	Pearson Education Inc.	<p><i>NCCER- Welding, Texas Edition 2017</i> <i>Student Edition (Print) with Digital Courseware</i> ISBN:9781323351253</p> <p><i>\$150 X 25 per classroom</i> <i>X 1 classroom = \$3750</i></p> <p> <i>Digital coursework</i> ISBN9780134460543</p> <p><i>\$96.00 X 20 students = \$1920 + \$3750 = \$5670</i></p>	\$5,670 E
Wildlife, Fisheries, and Ecology Management AB AG01501 AB AGH01501 AB PEIMS: 13001500	Cengage Learning Inc.	<p><i>Wildlife & Natural Resources Management –Student Edition and Mind Tap Online 8yr subscription</i> ISBN#: 9781337459808 <i>Cost per bundle \$115.00 X 30 students = \$3,450</i> <i>Mind Tap e-text online 8yr subscription ISBN#: 9781337460644 Cost for 8yr subscription \$95 X 40 students = \$3,800</i></p> <p> <i>Instructor's Edition eBook</i> ISBN#: 9781285148212 <i>2 sets @ no cost</i></p>	\$7,250.00 F

<p>Digital Media AB IT27802AB ITH27802AB PEIMS:13027800</p>	<p>Cengage Learning</p>	<p><i>Digital Media – Concepts and Applications 4th Edition 2017; Student Edition + Mind Tap (8year)</i> ISBN:9781337433075 <i>\$96.00 X 25 per classroom = \$2400 X 13 = \$31,200</i> <i>Digital only – Mind Tap (8years) \$76.00 X 200 = \$15,200</i> <i>\$31,200 + \$15,200 =</i> <i>\$46, 400</i> <i>Plus 20% growth = 3 additional teachers@ \$2,400 = \$7,200 + 40 additional digital only @ \$76.00 = \$3040</i> <i>\$7,200 + 3,040 = \$10,240</i></p>	<p>\$56, 640.00 F</p>
<p>Business Information Management I AB BA11412 AB BAH11412 AB PEIMS: 13011400</p>	<p>Cengage Learning, Inc.</p>	<p><i>Microsoft Office 2013: Introductory, Enhanced Edition TX Bundle (Student Edition + Student BIM I Companion Books + Mind Tap 8 yr. classroom subscription) ISBN: 9781337432979</i> <i>Cost per Classroom Bundle \$149.00 at 30 per classroom set = \$4,470 x 23 classrooms = \$102,810.00</i> <i>Cost for student digital only 8yr subscription \$64.00 X 883 students = \$56,512</i> ISBN: 9781337460491 <i>15% growth = Student Edition 4 classroom sets of 30 = \$4,470 X 4 = \$17,880 +</i> <i>15% growth for student digital = 133X \$64 = \$8512 = \$26,392</i> <i>Microsoft Office 2013: Introductory, Enhanced Edition, VitalSource</i> ISBN: 9781305993471 (<i>\$190.00 per teacher value x 27 teachers = \$5,130 - \$5,130 = \$0</i>)</p>	<p>\$185,714.00 F</p>
<p>Business Information Management I AB BA11522 AB BAH11522AB PEIMS: 13011500</p>	<p>Cengage Learning, Inc.</p>	<p><i>Microsoft Office 2013: Advanced, Enhanced Edition TX Bundle (Student Edition + Mind Tap 8 yr. classroom subscription) ISBN:9781337433013</i> <i>Cost per classroom bundle \$149 @30 per classroom set = \$4,470 X 9 classrooms = \$40,230</i> <i>20% growth = \$4,470 X 2 classrooms = \$8,940</i> 1</p>	<p>\$49,170.00 F</p>
<p>Business Law AB BA11701AB BAH11701 AB PEIMS: 13011700</p>	<p>Cengage Learning Inc.</p>	<p><i>Law for Business and Personal Use, 2017 and MindTap Online 8yr subscription ISBN: 9781305899230</i> <i>Cost per bundle \$117.75 X 30 students = \$3532.50 X 10 classrooms = \$35,325</i> <i>Instructor’s Wraparound Edition for Law for Business and Personal Use:</i> ISBN: 9784305653016</p>	<p>\$35,325 F</p>

<p>Accounting I AB</p> <p>FN16612AB</p> <p>FNH16612 AB</p> <p>PEIMS: 13016600</p>	<p>Cengage Learning</p>	<p>Century 21 Accounting: General Journal</p> <p>Student Edition + Mind Tap (8year)</p> <p>ISBN:9781337459921</p> <p>\$185.00 X 30 = \$5,550 X 7 classrooms = \$38,850</p> <p>Digital only (8years)</p> <p>ISBN: 9781337460767</p> <p>\$164 X 20 = \$3,280</p> <p>Plus 15% = 1 additional teacher @ \$5550 + \$38,850 + \$3280 = \$47,680</p>	<p>\$47,680 F</p>
<p>Accounting II AB</p> <p>FN16722 AB</p> <p>FNH16722 AB</p> <p>PEIMS 13016700</p>	<p>Cengage Learning</p>	<p>Century 21 Accounting: Multicolumn Journal</p> <p>ISBN: 9781337459914</p> <p>Student Edition + Mind Tap (8year)</p> <p>\$185.00 X 20 = \$3700 X 3 = \$11,100</p> <p>Plus 15% growth = 1 additional Classroom = \$3700 + 11,100 = \$14,800</p>	<p>\$14,800 F</p>
<p>Computer Programming I AB</p> <p>ITH27602 AB</p> <p>PEIMS: 13027600</p>	<p>CompuScholar</p>	<p><i>Java Programming (Abridged)</i></p> <p>ISBN: 9780988707047</p> <p><i>Cost: 1 year online subscription, Individual License, Per Student @ \$35 X 20 students = \$700 X 8 yrs. = \$5,600</i></p>	<p>\$5,600.00 G</p>
<p>Basic Automotive Technology AB</p> <p>TP39300 AB</p> <p>TPH39300 AB</p> <p>PEIMS: 13039550</p> <p>Automotive Technology I: Maintenance and Light Repair AB</p> <p>TP39602 AB</p> <p>TPH39602 AB</p> <p>PEIMS 13039600</p> <p>Automotive Technology II: Automotive Services AB</p> <p>TP39702 AB</p> <p>TPH39702 AB</p>	<p>Jones and Bartlett Learning</p>	<p><i>CDX Fundamentals of Automotive Technology</i></p> <p>ISBN:9781449671082</p> <p><i>Cost per hard cover Textbook @ \$50.00 @ 30 per classroom set = \$1,500 X 8 classrooms = \$12,000</i></p> <p><i>Plus 15% for future growth = 1 classroom @ \$1.500 = \$13,500</i></p> <p><i>CDX Fundamentals of Automotive Technology Textbooks Instructor Resources Toolkit DVD and website X 8</i></p> <p><i>Pricing: FREE</i></p> <p><i>CDX Fundamentals of Automotive Technology Textbooks Instructor Resources ExamView CD</i></p> <p><i>Pricing: FREE</i></p>	<p>\$13,500.00 H</p>

<p>Graphic Design and Illustration I AB</p> <p>AV08802 AB</p> <p>AVH08802 AB</p> <p>PEIMS: 13008800</p>	<p>Davis Publications, Inc.</p>	<p><i>Communicating Through Graphic Design CTE Package Digital Class set</i></p> <p>ISBN:9781615284832</p> <p><i>License through 2024-2025 school year (55 licenses @ \$1,673.75) X 18 sets = \$30,127.50</i></p> <p><i>Free Ancillaries with each set (Teacher Edition eBook, Teacher Resources (digital), Studio Experience Digital Image set (50 images), ePortfolio for teacher and student, Curriculum Builder</i></p> <p><i>Communicating through Graphic Design:</i></p> <p><i>Print Student Edition</i></p> <p>ISBN: 9780871929884</p> <p><i>@ \$63.95 X 25 students = \$1,598.75 X 16 classrooms = \$25,580</i></p> <p><i>Communicating through Graphic Design:</i></p> <p><i>Print Teacher's Edition</i></p> <p>ISBN: 9780871929891</p> <p><i>\$86.95 X 16 teachers = Complementary</i></p> <p><i>Communicating through Graphic Design:</i></p> <p><i>Studio Support Masters</i></p> <p>ISBN: 9780871929914</p> <p><i>\$25.95 X 16 teachers = Complementary</i></p> <p><i>Communicating through Graphic Design:</i></p> <p><i>Vocabulary Masters and Art & Artist Profiles</i></p> <p>ISBN: 9780871929938</p> <p><i>\$25.95 X 16 teachers = complementary</i></p> <p><i>Communicating through Graphic Design:</i></p> <p><i>Assessment Masters</i></p> <p>ISBN: 9780871929921</p> <p><i>\$25.95 X 16 teachers = complementary</i></p>	<p>\$55,707.50 I</p>
CTE Sub-Total			\$2,391,796.37

<p>German I, IA, IB</p> <p>0141A/B</p> <p>0143A/B</p> <p>4191 AB</p> <p>PEIMS: 03420100</p>	<p>Klett-USA</p>	<p>Portfolio Deutsch Student Blended, Level 1 – 8 year</p> <p>ISBN: 978-3-12-600002-4</p> <p><i>Student Textbooks</i></p> <p><i>Student Workbooks</i></p> <p><i>Interactive Online Textbook</i></p> <p><i>Interactive Online Workbook</i></p> <p><i>Total for Student Pack: \$227.90</i></p> <p><i>At 30 per classroom set: \$6837.00 x 4 classrooms at HS and 1 MS = \$34,185.00 for 8 years</i></p> <p><i>Plus 10% for future growth: <u>\$37,603.50</u> for 8 years = \$4,700.43/year</i></p> <p>Portfolio Deutsch Teacher Pack, Level 1</p> <p>ISBN: 978-3-12-600008-6</p> <p><i>Teacher's Manual Level 1</i></p> <p><i>Portfolio Deutsch CDs Level 1</i></p> <p><i>Genial Klick Video Level 1</i></p> <p><i>Total for Teacher Pack: \$154.95</i></p> <p><i>At 5 teachers: \$774.75</i></p> <p><i>Plus 10% for future growth: \$852.22</i></p>	<p>\$38,455.72 J</p>
<p>German II</p> <p>4193 AB</p> <p>PEIMS: 03420200</p>	<p>Klett-USA</p>	<p>Portfolio Deutsch Student Blended, Level 2 – 8 year</p> <p>ISBN: 978-3-12-600013-0</p> <p><i>Student Textbooks</i></p> <p><i>Student Workbooks</i></p> <p><i>Interactive Online Textbook</i></p> <p><i>Interactive Online Workbook</i></p> <p><i>Total for Student Pack: \$227.90</i></p> <p><i>At 30 per classroom set: \$6837.00 x 2 classrooms = \$13,674.00</i></p> <p><i>Plus 10% for future growth: <u>\$15,041.40</u></i></p> <p>Portfolio Deutsch Teacher Pack, Level 2</p> <p>ISBN: 978-3-12-600017-8</p>	<p>\$15,351.30 J</p>

		<p><i>Teacher's Manual Level 2</i></p> <p><i>Portfolio Deutsch CDs Level 2</i></p> <p><i>Genial Klick Video Level 2</i></p> <p><i>Total for Teacher Pack: \$154.95</i></p> <p><i>At 2 teachers: \$309.90</i></p> <p><i>Plus 10% for future growth: \$340.89</i></p>	
<p>German III Pre-AP</p> <p>4197 AB</p> <p>PEIMS: 03420300</p>	Klett-USA	<p><i>Portfolio Deutsch Student Blended, Level 3 – 8 year</i></p> <p><i>ISBN: 978-3-12-600020-8</i></p> <p><i>Student Textbooks</i></p> <p><i>Student Workbooks</i></p> <p><i>Interactive Online Textbook</i></p> <p><i>Interactive Online Workbook</i></p> <p><i>Total for Student Pack: \$175.90</i></p> <p><i>At 30 per classroom set: \$5277.00 x 2 classrooms = \$10,554.00. Plus 10% for future growth = \$11,609.40</i></p> <p><i>Portfolio Deutsch Teacher Pack, Level 3</i></p> <p><i>ISBN: 978-3-12-600024-6</i></p> <p><i>Teacher's Manual Level 3</i></p> <p><i>Portfolio Deutsch CDs Level 3</i></p> <p><i>Genial Klick Video Level 3</i></p> <p><i>Total for Teacher Pack: \$134.95</i></p> <p><i>At 2 teachers: \$269.90</i></p> <p><i>Plus 10% for future growth: \$296.89</i></p>	\$11,906.29 J
<p>German IV</p> <p>4338AB</p> <p>PEIMS: 03420400</p>	Klett-USA	<p><i>Portfolio Deutsch Student Blended, Level 4 – 8 year</i></p> <p><i>ISBN: 978-3-12600027-7</i></p> <p><i>Student Textbooks</i></p> <p><i>Student Workbooks</i></p> <p><i>Interactive Online Textbook</i></p> <p><i>Interactive Online Workbook</i></p> <p><i>Total for Student Pack: \$175.90</i></p> <p><i>At 30 per classroom set: \$5279.70 x 2 classrooms = \$10,559.40. Plus 10% for future growth = \$11,615.34</i></p> <p><i>Portfolio Deutsch Teacher Pack, Level 2</i></p> <p><i>ISBN: 978-3-12-600031-4</i></p>	\$11,815.33 J

		<p><i>Teacher's Manual Level 1</i></p> <p><i>Portfolio Deutsch CDs Level 1</i></p> <p><i>Total for Teacher Pack: \$99.95</i></p> <p><i>At 2 teachers: \$199.99. Plus 10% for future growth = \$219.99</i></p>	
Chinese I, IA, IB	EMC Publishing	<p>ISBN 9781533815200</p> <p><i>Textbook + eBook 8 year license \$99.95 at 30 per classroom set = \$2998.50. Plus 10% for future growth = \$3,298.35</i></p> <p><i>(includes 30 eBook licenses)</i></p> <p>ISBN 9781533815149</p> <p><i>eBook 8 year license \$89.95 x 183 students = \$16,460.85. Plus 10% for future growth = \$18,106.93</i></p> <p>ISBN 9781533815507</p> <p><i>Free of charge:</i></p> <p><i>eAnnotated Teacher's Edition + Digital Resources 8 year license x 2 teachers</i></p> <p>ISBN 9781533815217</p> <p><i>Textbook + eBook 8 year license \$99.95 x classroom set of 30 = \$2998.50 x 2 classrooms = \$5997.00 Plus 10% for growth = \$6596.70</i></p> <p>ISBN 9781533815514</p> <p><i>Free of charge:</i></p> <p><i>eAnnotated Teacher's Edition + Digital Resources 8 year license x 2 teachers</i></p> <p>ISBN 9781533815224</p> <p><i>Textbook + eBook 8 year license \$99.95 x classroom set of 30 = \$2998.50 x 1 classroom = \$2998.00. Plus 10% growth = \$3298.35</i></p> <p>ISBN 9781533815521</p> <p><i>eAnnotated Teacher's Edition + Digital Resources 8 year license for 2 teachers</i></p>	<p>\$21,405.28 K</p> <p>\$6,596.70 K</p> <p>\$3,298.35 K</p>
<p>4356 AB</p> <p>01115 B</p> <p>0117 B</p> <p>PEIMS: 03490100</p>			
<p>Chinese II</p> <p>4358 AB</p> <p>PEIMS: 03490200</p>			
<p>Chinese III</p> <p>4362 AB</p> <p>PEIMS: 03490300</p>			

<p>French I, IA, IB</p> <p>4131 AB</p> <p>0101A</p> <p>0103B</p> <p>PEIMS: 03410100</p>	<p>Houghton, Mifflin, Harcourt.</p>	<p><i>Houghton Mifflin Harcourt. Bien Dit!</i></p> <p><i>Level IA</i></p> <p>ISBN 9781238682604</p> <p><i>Package D includes</i></p> <p><i>student textbook with 8 year digital license \$89.85 x 30 per classroom set = \$2695.50 x 9 classrooms = \$24,259.50. Plus 10% for future growth = \$26,685.45</i></p> <p><i>Level IB</i></p> <p>ISBN 9781329682611</p> <p><i>Package D includes student textbook with 8 year digital license \$89.50 x 30 per classroom set = 2695.50 x 9 classrooms = \$24529.50. Plus 10% for future growth = \$26,685.45</i></p> <p><i>Level I</i></p> <p>ISBN 9781328682628</p> <p><i>Package D includes student textbook with 8 year digital license \$89.85 x 30 classroom set = \$2695.50 x 26 classrooms = \$70083.00. Plus 10% for future growth = \$77,091.30</i></p>	<p>\$26,685.45 L</p> <p>\$26,685.45 L</p> <p>\$77,091.30 L</p>
<p>French II</p> <p>4133 AB</p> <p>PEIMS: 03410200</p>		<p><i>Level II</i></p> <p>ISBN 9781328682635</p> <p><i>Student textbook with 8 year digital license \$ 89.85 x 30 for classroom set = \$2695.50 x 19 classrooms = \$51,214.50. Plus 10% for future growth= \$56,335.95</i></p>	<p>\$56,335.95 L</p>
<p>French III Pre AP</p> <p>4137 AB</p> <p>PEIMS: 03410300</p>		<p><i>Level III</i></p> <p>ISBN 9781328682642</p> <p><i>Student textbook with 8 year digital license \$ 89.85 x 30 for classroom set = \$2695.50 x 5 classrooms = \$13,477.50. Plus 10% for future growth = \$14,825.25</i></p>	<p>\$14,825.25 L</p>

<p>French IV</p> <p>4332 AB</p> <p>PEIMS: 03410400</p>	<p>Wayside Publishing</p>	<p>ISBN 9781942400356</p> <p><i>Student Hardcover + 8 year FlexText & Explorer</i></p> <p><i>APprenons, 2nd Edition, \$220.95 x 45 students = \$9942.75. Plus 10% for future growth = \$10,937.02</i></p> <p>ISBN 9781938026911</p> <p><i>Teacher Edition bundle (free for each teacher)</i></p>	<p>\$10,937.02 M</p>
<p>Italian I</p> <p>4244 A/B</p> <p>PEIMS 03400100</p>	<p>Wayside Publishing</p>	<p><i>Chiarissimo I</i></p> <p>ISBN 9781942400370</p> <p><i>Student Edition Hardcover + 8 year Flex Text & Explorer</i></p> <p><i>\$183.95 x a classroom set of 30 = \$5,518.50 x 2 classrooms = \$11,037.00 Plus 10% for future growth = \$12,140.70</i></p> <p>ISBN 9781938926768</p> <p><i>Teacher Edition bundle (free for each teacher)</i></p>	<p>\$12,140.70 M</p>
<p>Italian II</p> <p>4250 A/B</p> <p>PEIMS 03400200</p>	<p>Wayside Publishing</p>	<p><i>Chiarissimo Due</i></p> <p>ISBN 9781942400394</p> <p><i>Student Edition Hardcover + 8 year Flex Text & Explorer</i></p> <p><i>\$183.95 x a classroom set of 30 = \$5,518.50 x 1 campus = \$5,518.50. Plus 10% for future growth = \$6070.35</i></p> <p>ISBN 9781942400271</p> <p><i>Teacher Edition bundle (free for each teacher)</i></p>	<p>\$6,070.35 M</p>
<p>Italian III PRE-AP 4252 A/B</p> <p>PEIMS 03400300</p>	<p>Vista Higher Learning</p>	<p><i>Sentieri</i></p> <p>ISBN 978-1-62680-805-8</p> <p><i>Student Edition Hardcover + Supersite Plus (vText) Online, 6 year license (eDelivery) \$170 per student x 60 students = \$10,200. Plus 10% for future growth = \$11,220.00</i></p> <p>ISBN 978-1-62680-810-2</p> <p><i>Instructor Resource Pack A (w/Instructor Annotated Edition) \$449.00 (complimentary)</i></p>	<p>\$11,220.00 N</p>
<p>Italian IV AP</p> <p>4256 A/B</p>	<p>Vista Higher Learning</p>	<p><i>Immagina</i></p> <p>ISBN 978-1-62680-905-5</p>	<p>\$8,580.00 N</p>

PEIMS A3400400		<p><i>Student Edition Hardcover + Supersite Plus (vText) Online, 6 year license (eDelivery) \$130 per student at 60 students = \$7800. Plus 10% for future growth = \$8580.00</i></p> <p>ISBN 978-1-62680-910-9</p> <p><i>Instructor Resource Pack A (w/ Instructor Annotated Edition) \$491.00 (complimentary)</i></p>	
<p>Japanese I, 1A, 1B</p> <p>4280 AB</p> <p>0121 A</p> <p>0123B</p> <p>PEIMS: 03120100</p>	Cheng & Tsui, Co. Inc.	<p><i>Genki, Level 1 Textbook, 2nd Edition, 2011.</i></p> <p>ISBN: 9784789014403</p> <p><i>Student hard copy edition textbooks.</i></p> <p><i>Cost per Student Edition \$59.99 x 30 per classroom set = \$1799.70 x 7 classrooms = \$12597.90. Plus 10% for future growth = \$13,857.69</i></p> <p><i>Genki, Level 1 Workbook, 2nd Edition</i></p> <p>ISBN: 9784789014410</p> <p><i>Student hard copy edition textbooks.</i></p> <p><i>Cost per Student Edition \$29.99 at 30 per classroom set = \$899.70 x 7 classrooms = \$6927.69 plus 10% =</i></p> <p><i>Genki, Level 2 Textbook, 2nd Edition, 2011,</i></p>	<p>\$20,785.38 ○</p>
<p>Japanese II</p> <p>4282 AB</p> <p>PEIMS: 03120200</p>		<p>ISBN: 9784789014434</p> <p><i>Student hard copy edition, textbooks. Cost per Student Edition \$61.99 at 30 per classroom set = \$1,859.70 x 4 classrooms = \$7438.80. Plus 10% for future growth = \$8182.68</i></p> <p><i>Genki, Level 2 Workbook, 2nd Edition</i></p> <p>ISBN: 9784789014441</p> <p><i>Student hard copy edition textbooks. Cost per Student Edition \$31.99 at 30 per classroom set = \$959.7 x 4 classrooms = \$3,838.80. Plus 10% for future growth = \$4,222.68</i></p> <p><i>Genki, Teacher's Manual</i></p> <p>ISBN: 9784789014465</p> <p><i>Teacher hard copy edition manual. Cost per Teacher Edition \$89.99 x 4 teachers = \$359.96.</i></p> <p><i>Genki, 2nd Edition Answer Key</i></p> <p>ISBN: 9784789014472</p>	<p>\$12,845.28 ○</p>

		<i>Teacher hard copy edition manual. Cost per Teacher Edition \$19.99 x 4 teachers = \$79.96</i>	
Pre-AP Japanese III 4288AB PEIMS: 03120300	Cheng & Tsui, Co., Inc.	Tobira: Gateway to Advanced Japanese ISBN # 9784874244470 Student hard copy edition textbooks. Cost per Student Edition \$69.99 at 30 per classroom set = \$2,099.70 x 4 classrooms = \$8,398.80. Plus 10% for future growth = \$9,238.68 Tobira: Power Up Your Kanji ISBN # 9784874244876 Student hard copy edition textbooks. Cost per Student Edition \$49.99 at 30 per classroom set = \$1,499.70 x 4 classrooms = \$5,998.80. Plus 10% for future growth = \$6,598.69	\$9,238.68 O
AP Japanese IV Language and Culture 4286AB PEIMS: A3120400			\$6,598.68 O
Latin 1, 1A, 1B 0131 A 0133 B 4211 AB PEIMS 03430100	Cambridge University Press	Cambridge Latin Course, 5 th Edition, Copyright 2015, with the Elevate online materials for levels 1, 2, 3. Latin 1- Unit 1, Unit 2 (student texts with 8 year subscription to Elevate online component package: ISBN 9781316646199) Level 1-\$122.95 per student book with 8 year online access, x 30 students =\$3688.50 x 17 classrooms = \$62,704.50. Plus % increase for future growth = \$68,974.95	\$68,974.95 P
Latin II 4212 AB PEIMS 03430200		Latin 2- Unit 3, (student texts with 8 year subscription to Elevate online component package: ISBN 9781316646229) Level 2- \$88.10 per student book with 8 year online access for classroom set of 30= \$2,643.00 x 4=\$ 10,572.00. Plus 10% for future growth = \$11,629.20	\$11,629.20 P
Latin III Pre AP 4215 PEIMS 03430300		Latin 3- Unit 4, (student texts with 8 year subscription to Elevate online component package: ISBN 9781316646236) Level 3- \$88.10 per student book with 8 year online access or classroom set of 30= \$2643 x 3 classrooms = \$7,929.00 Plus 10% for future growth= \$8721.90	\$8,721.90 P
		Latin 4- Vergil's Aeneid: Selected Readings from Books 1, 2, 4, 6 (2012)	\$4,950.00 Q

<p>Spanish II 4073 AB PEIMS: 03440200</p> <p>Spanish III 4077 AB PEIMS: 03440300</p> <p>SPANISH 4 AP 4326 AB PEIMS: 03440400</p> <p>Spanish for Spanish Speakers I, II, and III 4080 A PEIMS: 03440330</p> <p>Spanish for Spanish Speakers IV 4080 B PEIMS: 03440440</p>	<p>Wayside Publishing, Inc.</p> <p>Pearson Education, Inc.</p>	<p>ISBN-10:0-328-90550-X</p> <p><i>Texas Autentico (Level 2)</i></p> <p>Cost per student bundle \$78.97 x 30 per classroom set = \$2,369.10 x 87 classrooms = \$206,111.70. Plus 10% for future growth = \$226,722.87</p> <p>ISBN-13:032890547X</p> <p>ISBN-10: 0328905526</p> <p><i>Texas Autentico (Level 3) Copyright 2018, Edition</i></p> <p>Cost per student bundle \$78.97 x 30 per classroom set = \$2,369.10 x 31 campuses = \$73,442.10. Plus 10% for future growth = \$80,786.31</p> <p>ISBN- 13:978-0-328-90553-9</p> <p>ISBN – 10: 0-328-90553-4</p> <p><i>Triangulo Aprobado 5th Edition,</i></p> <p><i>Hardcover and 8 year Explorer \$174.96 for a classroom set of 30 = \$5,248.80 x 21 classrooms = \$110,224.80. Plus 10% for future growth = \$121,247.28</i></p> <p>ISBN: 978-1-938026621</p> <p><i>Abriendo Paso Digital Edición, 2014</i></p> <p>Cost per student bundle \$78.97 x 30 per classroom set = \$2369.10 x 100 classrooms = \$236,910.00. Plus 10% for future growth =</p> <p>ISBN: 978-0-13-323800-6</p> <p><i>Abriendo Paso Digital Edición, 2014</i></p> <p>Cost per student bundle \$78.97 x 30 per classroom set = \$2,369.10 x 21 campuses = \$49,511.10 Plus 10% for future growth = \$54,726.21</p> <p>ISBN: 978-0-13-323800-6</p>	<p>\$226,722.87 R</p> <p>\$80,786.31 R</p> <p>\$121,247.28 M</p> <p>\$260,601.00 R</p> <p>\$54,726.21 R</p>
<p>Spanish V 4083AB PEIIMS A3440200</p>	<p>Wayside</p>	<p><i>Azulejos,</i></p> <p><i>Hardcover and 8 year Explorer \$191.95 x a classroom of 30 = \$5758,50 x 6 campuses = \$34,551.00. Plus 10% for future growth = \$38,006.10</i></p> <p>ISBN 9781942400301</p>	<p>\$38,006.10 M</p>
<p>ASL I, IA, IB</p>	<p>Dawn Sign Press Media</p>	<p><i>Signing Naturally, Level I, Units 1-6</i></p>	<p>\$31,717.24 S</p>

4402AB 0125A 0127B		<p><i>Student DVD Set</i></p> <p>ISBN # 978-1-58121-210-5</p> <p><i>Student hard copy edition textbooks</i></p> <p><i>Cost per Student Edition \$59.47 at 30 per classroom set = \$1784.10 x 16 classrooms = \$28,545.60. Plus 10% for future growth = \$31,400.60</i></p> <p><i>Signing Naturally, Level 1: Units 1-6</i></p> <p><i>Teacher's Curriculum Set</i></p> <p>ISBN # 978-1-58121-207-5</p> <p><i>Curriculum Cost per classroom: \$79.16 x 4 classrooms = \$3,16.64</i></p>	
ASL II 4404AB PEIMS 03980200		<p><i>Signing Naturally, Level II, Units 7-12</i></p> <p><i>Student DVD Set</i></p> <p>978-1-58121-221-1</p> <p><i>Student hard copy edition textbooks</i></p> <p><i>Cost per Student Edition \$59.47 at 30 per classroom set = \$1784.10 x 16 classrooms = \$28,545.60. Plus 10% for future growth = \$31,400.60</i></p> <p><i>Signing Naturally, Level II: Units 7-12</i></p> <p><i>Teacher's Curriculum Set</i></p> <p>ISBN # 978-1-58121-218-1</p> <p><i>Curriculum Cost per classroom: \$119.96 x 4 = classrooms = \$479.84</i></p> <p><i>Teacher's Curriculum Set</i></p> <p><i>Signing Naturally 2</i></p> <p><i>Curriculum DVD Set</i></p> <p>978-1-58121-129-0</p> <p><i>Curriculum DVD Set Cost per classroom: \$79.96 x 6 = \$479.76</i></p> <p><i>Deaf Culture Our Way</i></p> <p>978-1-58121-149-8; 4th Edition</p> <p><i>Cost per Student Edition: \$6.97 at 30 per classroom set = \$209.10 x 16 classrooms = \$3,245.60. Plus 10% for future growth = \$3,680.16</i></p>	\$43,294.27 S

<p>ASL 3 and 4 HONORS</p> <p>4408AB</p> <p>PEIMS 03980300</p> <p>4412AB</p> <p>PEIMS 03980400</p>		<p><i>DVDS (Signing Naturally) are included and online resources are available</i></p> <p><i>Continuation of curriculum is possible with the next levels of Signing Naturally</i></p> <p><i>Combining the Deaf Culture book will provide the students with further insight into the Deaf Experience.</i></p> <p><i>ASL Lit - Bird of a Different Feather</i></p> <p>978-1-58121-054-5</p> <p><i>Student DVD Edition \$34.94 at 30 per classroom set= \$1,048.20 x 6 classrooms = \$6,289.20. Plus 10% for future growth = \$6,918.12</i></p> <p><i>ASL Lit - Bird of a Different Feather</i></p> <p>978-1-58121-052-1</p> <p><i>Teacher DVD Edition \$55.96 x 6 classrooms = \$335.76</i></p> <p><i>DVDS (Signing Naturally) are included and online resources are available</i></p> <p><i>Continuation of curriculum is possible with the next levels of Signing Naturally</i></p> <p><i>Including Bird of a Different Feather will enhance the students' ability to tell a story in ASL</i></p> <p><i>ASL 3/4 Recommendation (Honors ASL) for adoption and use</i></p> <p><i>Signing Naturally 3</i></p> <p><i>Student DVD Set</i></p> <p>978-1-58121-135-1</p> <p><i>Student hard copy edition textbooks.</i></p> <p><i>Cost per Student Edition \$59.47 at 30 per classroom = \$1,784.10 x 3 classrooms = \$5,352.30. Plus 10 % for future growth = \$5,887.53</i></p> <p><i>Signing Naturally 3</i></p> <p><i>Curriculum DVD Set</i></p> <p>978-158121-133-7</p> <p><i>Curriculum DVD Set Cost per classroom: \$79.16 x 3 = \$237.48</i></p>	<p>\$11,075.01 S</p>
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		<p><i>One Way, Deaf Way</i></p> <p>978-0-98569-820-1</p> <p><i>Student hard copy edition textbooks.</i></p> <p><i>Cost per student: \$50.00 at 30 per classroom set = \$1500.00 x 3 = \$4,500. Plus 10% for growth = \$4,950.00</i></p> <p>Continuation of curriculum is possible with the next levels of Signing Naturally</p> <p>Including One Way, Deaf Way will enhance the students' curriculum by allowing them to learn about Deaf Art from the perspective of the artists</p>	
World Languages Sub-Total			\$1,828,899.55
JROTC/Social Studies – High School 5975A/B PEIMS: (SPTSS times taken by student) 03380002 (1x) 03380022 (2x) 03380032 (3x) 03380042 (4x)	John Wiley & Sons (Wiley Press)	<p><i>The American Military: A Narrative History (2011) by Brad Lookingbill</i></p> <p><i>Paperback print editions plus Student E-Text powered by VitalSource.</i></p> <p>ISBN: 9781119421894</p> <p><i>*Cost per bundled unit = \$120</i></p> <p><i>*Shipping for 125 print editions = \$134</i></p> <p><i>*Cost per bundled unit x 125 students = <u>\$15,133.99</u></i></p> <p><i>*Plus 10% for future growth = <u>\$1,200</u></i></p>	\$17,134 T
Social Studies Sub-Total			\$17,134.00
Estimated Total Program Cost:			\$4,492,778.52
Estimated Cost Supported by IMA Funds:			\$987,167.57
*Estimated P.O. Cost from General Funds:			\$3,505,610.95

Fort Worth Independent School District Sole Source Affidavit



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

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

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

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

PLEASE COMPLETE THIS BOX

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

Textbooks and instructional materials

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

Company Bedford, Freeman & Worth Publishing Group, LLC

Address 300 American Metro Blvd, Suite 140

City, State, Zip Code Hamilton, NJ 08619

Telephone No. 866-843-3715 Fax No. 609-689-9097

Email Address adoptions@bfpwpub.com

Authorized Signature

Title Senior Manager of Sales Operations

SUBSCRIBED AND SWORN to before me on this 8th day of March, 2017

Notary Public, State of New Jersey

Signature

Kara Miller

Printed Name

1/7/2017

Date Commission Expires

(Seal)

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

Fort Worth Independent School District Sole Source Affidavit



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- a captive replacement part or component for equipment.

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Proclamation 2017 (please see attached). _____

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Address _____ 18604 West Creek Drive _____

City, State, Zip Code _____ Tinley Park, Illinois 60477 _____

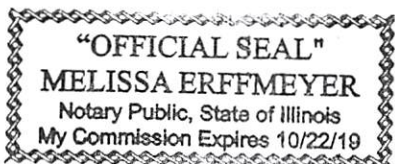
Telephone No. _____ 800.323.0440 _____ Fax No. _____ 888.409.3900 _____

Email Address _____ custserv@g-w.com or kjackson@g-w.com _____

Authorized Signature _____ *Kelly Jackson* _____

Title _____ Contract Sales Manager _____

SUBSCRIBED AND SWORN to before me on this 8th day of March, 2017



(Seal)

Notary Public, State of Illinois _____

Signature _____ *Melissa Erffmeyer* _____

Printed Name _____ Melissa Erffmeyer _____

Date Commission Expires _____ October 22, 2019 _____

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

Fort Worth Independent School District Sole Source Affidavit



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- a film, manuscript, or book;
- a utility service, including electricity, gas, or water, and
- a captive replacement part or component for equipment.

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

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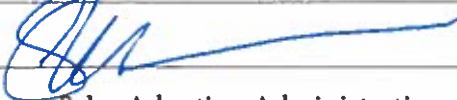
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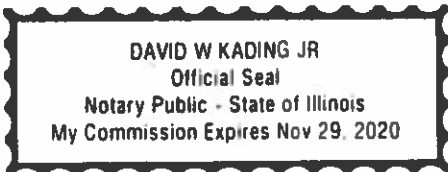
Telephone No. 800-848-9500 Fax No. 877-260-2530

Email Address k12salessupport@pearson.com


Authorized Signature 

Title Lisa Meier, Manager, Sales Adoption Administration

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Notary Public, State of Illinois


Signature David W. Kading, Jr.

Printed Name 11/29/20

Date Commission Expires _____

(Seal)

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

**ACTION AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE THE SELECTION OF THE DISTRICT'S INTERNAL FINANCE FUNDS ACCOUNTING SOFTWARE SYSTEM

BACKGROUND:

The District's Internal Finance Funds account for approximately \$6M annually managed on school campuses. The current Internal Finance Funds accounting software system utilized by Fort Worth ISD is SchoolBooks by Active Network. This system has extensive limitations and presents major challenges to users and stakeholders. As a stand-alone system on each campus, access is limited to one assigned user which prohibits real time access and oversight by principals, sponsors, and District Administrative staff. The manual processes necessary to address these limitations are labor intensive, costly, and ineffective. The District contracted with the Center for Educational Leadership and Technology (CELT) to assist in the procurement of an Internal Finance Funds Accounting software system that would provide real-time access to all authorized IFFA users and enhanced security features not currently available.

Administration, together with CELT and a team of District employees, conducted a needs assessment for an Internal Finance Funds Accounting Software System. The team included employees from the following groups:

- Accounting Department
- Budget Department
- Department of Technology
- Internal Audit Department
- Purchasing Department
- Campus Financial Secretaries
- Campus Principals
- School Leadership

On November 16, 2016, FWISD publicly released the Internal Finance Funds Accounting Software System Request for Proposal (RFP) 17-048 with a submission due date of January 11, 2017. Between January 18, 2017 and January 27, 2017, the project team evaluated the two technical proposals received. On February 1, 2017, the project team selected two vendors to present their Internal Finance Funds Accounting Software System solution to the District. The demonstrations were reviewed on February 21, 2017 and February 22, 2017. Based upon the technical requirements, vendor demonstrations, and costs, the evaluation committee scored TRA Software as the vendor who could accommodate the internal finance funds accounting and reporting needs of the District.

Approval will also allow FWISD to negotiate the "Best and Final" offer not to exceed the initial proposed cost.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve the Selection of the District’s Internal Finance Funds Accounting Software System
- 2. Decline to Approve the Selection of the District Internal Finance Funds Accounting Software System
- 3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund	199-41-6399-001-750-99-420-000000
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COST:

TRA School Funds Online License & Maintenance	\$352,680
TRA Vendor Hosting Service	\$ 21,750
TRA Implementation Services	\$ 43,645
<u>TRA Consumables (checks, receipts, & deposit slips)</u>	<u>\$113,993</u>
Total 5-Year Proposed Cost	\$532,068
Year 1 Proposed Cost	\$138,834
Year 2 Proposed Cost	\$ 98,309
Year 3 Proposed Cost	\$ 98,309
Year 4 Proposed Cost	\$ 98,309
<u>Year 5 Proposed Cost</u>	<u>\$ 98,307</u>
Total 5-Year Proposed Cost	\$532,068

VENDOR:

TRA, Inc.

PURCHASING MECHANISM

RFP 17-048

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All FWISD Campuses
Accounting Department
Internal Audit Department

RATIONALE:

Approval of the purchase and implementation of TRA, Inc’s “Cloud Based” hosted solution will address the limitations of the current software system and provide additional benefits to administration, campuses and parents including:

1. Integration with FOCUS, (Student Information System) & MUNIS, (District Finance System)
2. Improved Auditing Capacity
3. Sponsor Portal
4. Online Payment Portal
5. Parent Access to Student account information
6. Sponsor/Teacher Cash Receipting Portal
7. More efficient, electronic approval workflow process
8. Student Debt Management

INFORMATION SOURCE:

Elsie Schiro
Lori Boswell
Michele Beck
Mike Mandl

**ACTION AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE THE AUTHORIZATION TO ADJUST THE SCOPE OF WORK AT TEA 004 DIAMOND HILL-JARVIS HIGH SCHOOL AND APPROVE BUDGET AMENDMENT RELATED TO ATHLETIC FACILITIES IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On November 5, 2013, the voters approved a Bond Issue in the amount of \$489,860,000. This included \$1,000,000 for a new 5,000 square foot field house at each comprehensive high school campus. The scope of work did not include any renovation or remodel of existing campus athletic facilities. Following an extensive study of existing campus athletic facilities conducted by the district architect and the district athletic director, it was determined that the facilities could be more effectively addressed on a campus by campus basis.

On September 9, 2014, CIP staff requested and received approval from the Board of Education to include the upgrade of existing facilities by either adding square footage or renovation of existing campus athletic facilities for both boys and girls athletic programs.

The design team and the district architect met with the high school principals, athletic directors and coaches at each campus to develop and prioritize a list of needs related to the athletic facilities. In order to manage expectations, and to keep all of the athletic projects within the \$1,000,000 budget, a scope-to-budget procedure was implemented and strictly adhered to throughout the 2013 CIP planning and design process.

Due to the existing structure of the Diamond Hill Field House and slab, renovation of the facility is not structurally feasible.

The design architect recommends the construction of a new replacement field house that meets current Fort Worth ISD standards and specifications. Conceptual estimates from the original design contract indicate an additional \$2M in project costs over and above the \$1M construction budget.

CIP is asking the BOE to approve a Budget Amendment transferring \$2M from the Program Contingency account to the budget account for Diamond Hill-Jarvis High School Athletic Facilities.

Item	Current Budget	Amount Requested	Not-To-Exceed Construction Budget
Bid Package 065	\$1M	\$2M	\$3M

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve The Authorization to Adjust the Scope of Work at TEA 004 Diamond Hill-Jarvis High School and Approve Budget Amendment Related to Athletic Facilities in the 2013 Capital Improvement Program
2. Decline to Approve The Authorization to Adjust the Scope of Work at TEA 004 Diamond Hill-Jarvis High School and Approve Budget Amendment Related to Athletic Facilities in the 2013 Capital Improvement Programhe Authorization to Adjust the Scope of Work at TEA 004 Diamond Hill Jarvis High School Related to Athletic Facilities in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

CIP	681-81-6629-CSA-999-99-000-000000 -	\$ 1,000,286
	681-81-6629-TEC-999-99-000-000000 -	\$ 999,714
		Subtotal - \$ 2,000,000

COST:

\$2,000,000

VENDOR:

Not Applicable

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

Diamond Hill-Jarvis High School

RATIONALE:

The original scope of work for the Diamond Hill-Jarvis high school field house included a complete renovation of the existing facility. The existing field house consists of three different building sections; the original building and two additions. The renovation scope of work included demolition of the west section with the exception of the existing concrete foundation and concrete floor slab. This particular section of the building is constructed of a modular type which typically utilizes light-weight construction. Modular components are often referred to as prefabricated; a method of construction in which the building is usually constructed off-site then transported to a designated site, mostly for temporary use.

The original recommendation from CIP to the design team was to reconstruct the west section of the field house utilizing a load-bearing concrete masonry unit (CMU) standard size rectangular block. Extensive saw cutting and some demolition of the existing concrete floor slab would have been required to accommodate new plumbing fixtures.

A non-destructive testing (NDT) process was conducted to determine the general conditions of the existing slab due to the fact that there were no construction drawings or as-builts available describing actual conditions. The results of the tests were inconclusive and lacked the details required for contractors bidding the project to provide accurate estimates or quotes. In summary, the lack of detailed information, especially on the west section referenced in the previous text, prohibited the structural engineer from recommending the construction of additional load bearing CMU walls on the current slab. Proposed solutions were determined not to be the best long-term value for the District.

INFORMATION SOURCE:

Vicki D. Burris

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 03/21/17	BP 065 Adjustments	Revised 04/11/17
001	Amon Carter - Riverside High School	\$ 11,487,252		\$ 11,487,252
002	Arlington Heights High School	\$ 5,924,742		\$ 5,924,742
003	South Hills High School	\$ 6,899,471		\$ 6,899,471
004	Diamond Hill-Jarvis High School	\$ 4,964,290	\$ 2,000,000	\$ 6,964,290
005	Dunbar High School	\$ 4,107,847		\$ 4,107,847
006	Eastern Hills High School	\$ 2,222,162		\$ 2,222,162
008	North Side High School	\$ 1,549,134		\$ 1,549,134
009	Polytechnic High School	\$ 4,846,746		\$ 4,846,746
010	Paschal High School	\$ 13,255,485		\$ 13,255,485
011	Trimble Technical High School	\$ 2,317,176		\$ 2,317,176
014	Southwest High School	\$ 2,076,146		\$ 2,076,146
015	Western Hills High School	\$ 5,718,225		\$ 5,718,225
016	O.D. Wyatt High School	\$ 2,615,391		\$ 2,615,391
018	Middle Level Learning Center	\$ 130,458		\$ 130,458
019	Metro Opportunity High School	\$ 154,348		\$ 154,348
026	Jo Kelly School	\$ 123,956		\$ 123,956
042	Daggett Middle School	\$ 244,857		\$ 244,857
043	Wedgwood Sixth Grade School	\$ 2,616,871		\$ 2,616,871
044	Elder Middle School	\$ 3,634,842		\$ 3,634,842
045	Forest Oak Middle School	\$ 781,166		\$ 781,166
047	Handley Middle School	\$ 234,415		\$ 234,415
048	William James Middle School	\$ 1,106,343		\$ 1,106,343
049	Kirkpatrick Middle School	\$ 2,962,922		\$ 2,962,922
050	McLean Middle School	\$ 5,159,134		\$ 5,159,134
051	Meacham Middle School	\$ 447,078		\$ 447,078
052	Meadowbrook Middle School	\$ 1,027,454		\$ 1,027,454
053	Monnig Middle School	\$ 277,492		\$ 277,492
054	Morningside Middle School	\$ 1,909,151		\$ 1,909,151
056	Riverside Middle School	\$ 236,604		\$ 236,604
057	Rosemont Middle School	\$ 499,606		\$ 499,606
058	W.C. Stripling Middle School	\$ 420,154		\$ 420,154
059	J. Martin Jacquet MS	\$ 439,428		\$ 439,428
060	Wedgwood Middle School	\$ 301,417		\$ 301,417
061	Leonard Middle School	\$ 409,543		\$ 409,543
062	International Newcomer Acad / Applied Learning Academy	\$ 500,815		\$ 500,815
063	Como Montessori School	\$ 1,858,810		\$ 1,858,810
064	Glencrest 6th Grade	\$ 2,665,958		\$ 2,665,958
067	Rosemont 6th Grade	\$ 2,213,263		\$ 2,213,263
069	McLean 6th Grade	\$ 4,738,720		\$ 4,738,720
070	Jean McClung Middle School	\$ 178,041		\$ 178,041
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,291,093		\$ 9,291,093
081	Young Women's Leadership Academy	\$ 3,331,229		\$ 3,331,229
082	Texas Academy of Biomedical Sciences	\$ 274,128		\$ 274,128
083	Young Men's Leadership Academy	\$ 5,499,915		\$ 5,499,915
084	World Language Academy	\$ 38,323		\$ 38,323
087	VPA/STEM	\$ 51,722,571		\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 160,011		\$ 160,011
103	Benbrook Elementary School	\$ 2,795,325		\$ 2,795,325
104	Boulevard Heights Elementary School	\$ 672,989		\$ 672,989
105	West Handley Elementary School	\$ 6,204,629		\$ 6,204,629
107	Burton Hill Elementary School	\$ 161,214		\$ 161,214
110	Carroll Peak Elementary School	\$ 98,996		\$ 98,996
111	Carter Park Elementary School	\$ 2,258,533		\$ 2,258,533
114	Manuel Jara Elementary School	\$ 195,990		\$ 195,990
115	George C. Clarke Elementary School	\$ 1,790,963		\$ 1,790,963
116	Lily B. Clayton Elementary School	\$ 165,549		\$ 165,549
117	Como Elementary School	\$ 244,879		\$ 244,879
118	Hazel Harvey Peace Elementary School	\$ 106,055		\$ 106,055
119	E.M. Daggett Elementary School	\$ 2,417,949		\$ 2,417,949
120	Rufino Mendoza Elementary School	\$ 2,428,806		\$ 2,428,806
121	DeZavala Elementary School	\$ 3,662,362		\$ 3,662,362
122	Diamond Hill Elementary School	\$ 1,786,093		\$ 1,786,093
123	S.S. Dillow Elementary School	\$ 214,679		\$ 214,679
124	Maude I. Logan Elementary School	\$ 286,449		\$ 286,449
125	Eastern Hills Elementary School	\$ 192,030		\$ 192,030
126	East Handley Elementary School	\$ 2,390,607		\$ 2,390,607

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 03/21/17	BP 065 Adjustments	Revised 04/11/17
127	Christene C. Moss Elementary School	\$ 1,926,279		\$ 1,926,279
129	John T. White Elementary School	\$ 97,493		\$ 97,493
130	Harlean Beal Elementary School	\$ 264,924		\$ 264,924
131	Rosemont Elementary School	\$ 93,110		\$ 93,110
132	Glen Park Elementary School	\$ 1,658,823		\$ 1,658,823
133	W. M. Green Elementary School	\$ 4,901,520		\$ 4,901,520
134	Greenbriar Elementary School	\$ 1,849,825		\$ 1,849,825
135	Van Zandt-Guinn Elementary School	\$ 104,439		\$ 104,439
137	Hubbard Heights Elementary School	\$ 114,195		\$ 114,195
138	H.V. Helbing Elementary	\$ 405,495		\$ 405,495
139	Milton L. Kirkpatrick Elementary School	\$ 2,031,712		\$ 2,031,712
141	Meadowbrook Elementary	\$ 178,948		\$ 178,948
143	D. McRae Elementary School	\$ 147,436		\$ 147,436
144	Mitchell Boulevard Elementary School	\$ 2,736,634		\$ 2,736,634
146	M.H. Moore Elementary School	\$ 222,410		\$ 222,410
147	Morningside Elementary School	\$ 182,441		\$ 182,441
148	Charles E. Nash Elementary School	\$ 1,350,609		\$ 1,350,609
149	North Hi Mount Elementary School	\$ 156,482		\$ 156,482
150	Oakhurst Elementary School	\$ 212,855		\$ 212,855
151	Natha Howell Elementary School	\$ 152,372		\$ 152,372
152	Oaklawn Elementary School	\$ 214,780		\$ 214,780
153	A.M. Pate Elementary School	\$ 200,532		\$ 200,532
154	M.L. Phillips Elementary School	\$ 181,169		\$ 181,169
156	Ridglea Hills Elementary School	\$ 2,368,820		\$ 2,368,820
157	Luella Merrett Elementary School	\$ 3,365,007		\$ 3,365,007
159	Versia L. Williams Elementary School	\$ 1,613,056		\$ 1,613,056
160	Maudrie M. Walton Elementary School	\$ 180,294		\$ 180,294
161	Sam Rosen Elementary School	\$ 1,927,104		\$ 1,927,104
162	Sagamore Hill Elementary School	\$ 195,961		\$ 195,961
163	Bruce Shulkey Elementary School	\$ 550,088		\$ 550,088
165	R.J. Wilson Elementary School	\$ 1,521,610		\$ 1,521,610
166	South Hi Mount Elementary School	\$ 217,768		\$ 217,768
167	South Hills Elementary School	\$ 136,169		\$ 136,169
168	Springdale Elementary School	\$ 3,479,305		\$ 3,479,305
169	Sunrise-McMillan Elementary School	\$ 2,545,499		\$ 2,545,499
171	Tanglewood Elementary School	\$ 6,893,248		\$ 6,893,248
172	W.J. Turner Elementary School	\$ 236,554		\$ 236,554
175	Washington Heights Elementary School (New)	\$ 14,279,129		\$ 14,279,129
176	Waverly Park Elementary School	\$ 290,716		\$ 290,716
177	Westcliff Elementary School	\$ 138,659		\$ 138,659
178	Westcreek Elementary School	\$ 541,076		\$ 541,076
180	Western Hills Elementary School	\$ 4,884,837		\$ 4,884,837
184	Worth Heights Elementary School	\$ 169,088		\$ 169,088
186	David K. Sellars Elementary School	\$ 4,570,595		\$ 4,570,595
187	J.T. Stevens Elementary School	\$ 278,609		\$ 278,609
188	Atwood McDonald Elementary School	\$ 2,374,312		\$ 2,374,312
190	Riverside Applied Learning Center	\$ 172,506		\$ 172,506
194	Daggett Montessori	\$ 298,770		\$ 298,770
206	Bill Elliott Elementary School	\$ 144,064		\$ 144,064
208	T.A. Sims Elementary School	\$ 146,395		\$ 146,395
209	Edward J. Briscoe Elementary	\$ 105,976		\$ 105,976
216	Woodway Elementary School	\$ 1,551,686		\$ 1,551,686
217	I.M. Terrell Elementary School	\$ 164,113		\$ 164,113
219	Lowery Road Elementary School	\$ 5,999,261		\$ 5,999,261
220	Alice Contreras Elementary School	\$ 1,586,069		\$ 1,586,069
221	Western Hills Primary	\$ 452,841		\$ 452,841
222	L. Clifford Davis Elementary School	\$ 412,398		\$ 412,398
223	Cesar Chavez Primary	\$ 180,845		\$ 180,845
224	M. G. Ellis Primary	\$ 277,432		\$ 277,432
225	Bonnie Brae Elementary School	\$ 165,034		\$ 165,034
226	Seminary Hills Park Elementary School	\$ 187,466		\$ 187,466
227	Dolores Huerta Elementary School	\$ 241,467		\$ 241,467
241	Westpark Elementary School (New)	\$ 19,675,212		\$ 19,675,212
259	Van Zandt-Guinn Elementary School	\$ 11,895,561		\$ 11,895,561
350	Adult Education Center	\$ 16,043		\$ 16,043
834	Wilkerson-Greines Athletic Fields	\$ 164,282		\$ 164,282

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 03/21/17	BP 065 Adjustments	Revised 04/11/17
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,254,826		\$ 1,254,826
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537		\$ 4,453,537
999	Indirect Cost Redistribution - Prop 1	\$ 22,378,730		\$ 22,378,730
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ 3,751,081		\$ 3,751,081
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 538,960		\$ 538,960
B47	Owner's Program Contingency - Prop 2	\$ 1,050,000		\$ 1,050,000
OCP	Contingency from Scope Adjustments	\$ -		\$ -
OFC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ 1,814,921	\$ (1,000,286)	\$ 814,635
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 751,049		\$ 751,049
TEC	Contingency Transfer from Technology	\$ 2,500,000	\$ (999,714)	\$ 1,500,286
		\$ 359,869,165		\$ 359,869,165
	Technology Assessment	\$ 99,990,835		
	Proposition 3	\$ 30,000,000		
	2013 CIP Grand Total	\$ 489,860,000		\$ 489,860,000

**2013 Capital Improvement Program
Contingency Summary
(As of 3/21/17)**

Proposition I Contingency Balance (as of 3/21/17)	April 11, 2017 Board of Education Action Items			Required Set Asides for FF&E, ADA, etc...	Proposition I Contingency Balance (after 4/11/17)
	BP 065 - Diamond Hill FH	BP 066 - Arlington Heights and Poly High Schools	BP 060 - Scarborough- Handley Field		
\$ 9,367,270	\$ (2,000,000)	\$ (4,890,430)	\$ (189,000)	\$ (787,554)	\$ 1,500,286

Potential Future Use of Contingency on Pending Projects:

Permits/Fees	\$ 500,000
Western Hills HS	\$ 222,000
Trimble Technical HS (Field House & CTE)	\$ -
Tanglewood ES (Classroom Addition)	\$ 1,500,000 *
<i>Kitchen Projects</i>	
Charles E. Nash ES (FS)	\$ 593,913 **
Versia L. Williams ES (FS)	\$ 1,141,271 **
Como Montessori School	\$ 581,499 **
Morningside Middle School (FS)	\$ 1,203,298 **
E.M. Daggett Elementary School (FS)	\$ 147,322 **
Sub-Total	\$ 5,889,303

Estimated Contingency Balance - Proposition One **\$ (4,389,017)**

* - Project Cost is based on CMAR Precon Cost Estimate (4/2016) + 15 mths Inflation @ 8% Annually

** - Project Costs are based on AE Cost Estimates

Proposition II - Contingency Balance As of 4/11/2017	\$2,100,000 ***
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*** Can be used only for VPA/STEM or related projects

**ACTION AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE BUDGET AMENDMENT AND AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACT WITH A GENERAL CONTRACTOR FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE 066 (RFCSP #17-066)

BACKGROUND:

The process of advertising and releasing a Request for Competitive Sealed Proposals RFCSP #17-066 for the construction of the 2013 CIP Bid Package 066 has been completed.

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

BP 066 includes a new kitchen/cafeteria at TEA 002 – Arlington Heights High School along with a new athletic facility weight room and renovation in existing spaces. BP 066 also includes a twelve classroom addition and an extension of the existing field house as well as renovation work in the existing campus at TEA 009 Polytechnic High School.

The Capital Improvement Program (CIP) seeks authorization from the Board to proceed with formal negotiations with the best value Contractor, Ratcliff Construction, LP. In accordance with contract specifications, FWISD reserves the right to reject any or all Proposals and to waive any irregularities in any Proposal received. FWISD further reserves the right to limit the number of contracts awarded and/or to be performed concurrently to any one Contractor if such appears to be in the best interest of the District. Award may be made to other than the low dollar proposer. FWISD has the right to award a single group (multiple contracts), or the entire bid package (one contract), based on the best value to the District. Should the first ranked Contractor decline or otherwise fail to enter into an agreement, the CIP shall formally end negotiations and proceed into negotiations with the next ranked Contractor, until an agreement is reached or the contract will be rebid.

Additionally, CIP is asking the BOE to approve a Budget Amendment transferring up to \$4,890,430 from the Program Contingency account to the budget account of the projects contained in BP 066. This amount reflects the variance between available funds within the campuses and estimated costs at the time of procurement; the amount may change pending negotiations.

Item	Current Construction Budget	Amount Requested	Not-To-Exceed Construction Budget
Bid Package 066	\$6,933,481	\$4,890,430	\$11,823,911

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment And Authorization to Negotiate and Enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 066 (RFCSP #17-066)
2. Decline to Approve Budget Amendment And Authorization to Negotiate and Enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 066 (RFCSP #17-066)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

CIP	681-81-6629-B39-XXX-99-000-000000 -	\$ 6,768,826
	681-81-6629-B40-XXX-99-000-000000 -	\$ 164,655
	Subtotal -	\$ 6,933,481
	681-81-6629-B47-999-99-000-000000 -	\$ 513,714
	681-81-6629-B45-999-99-000-000000 -	\$ 3,751,081
	681-81-6629-CSA-999-99-000-000000 -	\$ 625,635
	Subtotal -	\$ 4,890,430
	Total -	\$ 11,823,911

COST:

\$ 11,823,911

VENDOR:

Top Ranked:

1. RATCLIFF CONSTRUCTION, LP
2. PHILLIPS MAY CORPORATION
3. IMPERIAL CONSTRUCTION, INC
4. REEDER + SUMMIT JOINT VENTURE
5. DENNETT CONSTRUCTION
6. ICI CONSTRUCTION INC.

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

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.

On August 23, 2016, the Board of Education approved the scope of work at Polytechnic High School be adjusted such that the kitchen/cafeteria work be removed from the planned work at the campus and be replaced with a 12 classroom addition.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 04/11/17	BP 066 Adjustments	Revised 04/11/17
001	Amon Carter - Riverside High School	\$ 11,487,252		\$ 11,487,252
002	Arlington Heights High School	\$ 5,924,742		\$ 5,924,742
003	South Hills High School	\$ 6,899,471		\$ 6,899,471
004	Diamond Hill-Jarvis High School	\$ 6,964,290		\$ 6,964,290
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047	Handley Middle School	\$ 234,415		\$ 234,415
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049	Kirkpatrick Middle School	\$ 2,962,922		\$ 2,962,922
050	McLean Middle School	\$ 5,159,134		\$ 5,159,134
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087	VPA/STEM	\$ 51,722,571		\$ 51,722,571
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121	DeZavala Elementary School	\$ 3,662,362		\$ 3,662,362
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126	East Handley Elementary School	\$ 2,390,607		\$ 2,390,607

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166	South Hi Mount Elementary School	\$ 217,768		\$ 217,768
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168	Springdale Elementary School	\$ 3,479,305		\$ 3,479,305
169	Sunrise-McMillan Elementary School	\$ 2,545,499		\$ 2,545,499
171	Tanglewood Elementary School	\$ 6,893,248		\$ 6,893,248
172	W.J. Turner Elementary School	\$ 236,554		\$ 236,554
175	Washington Heights Elementary School (New)	\$ 14,279,129		\$ 14,279,129
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188	Atwood McDonald Elementary School	\$ 2,374,312		\$ 2,374,312
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194	Daggett Montessori	\$ 298,770		\$ 298,770
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836	Scarborough-Handley Athletic Field	\$ 1,254,826		\$ 1,254,826
BP 066	Final amounts per school to be finalized upon negotiations	\$ -	\$ 4,890,430	\$ 4,890,430
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537		\$ 4,453,537
999	Indirect Cost Redistribution - Prop 1	\$ 22,378,730		\$ 22,378,730
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ 3,751,081	\$ (3,751,081)	\$ -
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 538,960	\$ (513,714)	\$ 25,246
B47	Owner's Program Contingency - Prop 2	\$ 1,050,000		\$ 1,050,000
OCP	Contingency from Scope Adjustments	\$ -		\$ -
OFC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ 814,635	\$ (625,635)	\$ 189,000
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 751,049		\$ 751,049
TEC	Contingency Transfer from Technology	\$ 1,500,286		\$ 1,500,286
		\$ 359,869,165		\$ 359,869,165
	Technology Assessment			\$ 99,990,835
	Proposition 3			\$ 30,000,000
	2013 CIP Grand Total	\$ 489,860,000		\$ 489,860,000

**2013 Capital Improvement Program
Contingency Summary
(As of 3/21/17)**

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	BP 065 - Diamond Hill FH	BP 066 - Arlington Heights and Poly High Schools	BP 060 - Scarborough- Handley Field		
\$ 9,367,270	\$ (2,000,000)	\$ (4,890,430)	\$ (189,000)	\$ (787,554)	\$ 1,500,286

Potential Future Use of Contingency on Pending Projects:

Permits/Fees	\$ 500,000
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Trimble Technical HS (Field House & CTE)	\$ -
Tanglewood ES (Classroom Addition)	\$ 1,500,000 *
<i>Kitchen Projects</i>	
Charles E. Nash ES (FS)	\$ 593,913 **
Versia L. Williams ES (FS)	\$ 1,141,271 **
Como Montessori School	\$ 581,499 **
Morningside Middle School (FS)	\$ 1,203,298 **
E.M. Daggett Elementary School (FS)	\$ 147,322 **
Sub-Total	\$ 5,889,303

Estimated Contingency Balance - Proposition One **\$ (4,389,017)**

* - Project Cost is based on CMAR Precon Cost Estimate (4/2016) + 15 mths Inflation @ 8% Annually

** - Project Costs are based on AE Cost Estimates

Proposition II - Contingency Balance As of 4/11/2017	\$2,100,000 ***
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*** Can be used only for VPA/STEM or related projects

**ACTION AGENDA ITEM
BOARD MEETING
April 11, 2017**

TOPIC: APPROVE CHANGE ORDER AND BUDGET AMENDMENT FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE 060 (RFCSP #17-008)

BACKGROUND:

On November 15, 2016 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract for general contractor of the 2013 Capital Improvement Program Bid Package #060 (RFCSP#17-008). This package included two (2) schools – TEA 006 Eastern Hills High School and TEA 836 Scarborough-Handley Athletic Fields. The work consisted of additions to the existing athletic facilities at Eastern Hills HS and a new fieldhouse athletic facility at Scarborough-Handley Athletic Fields. Negotiations with Tegrity Contractors, Inc. were completed and a contract was issued between the District and Tegrity Contractors, Inc. for \$2,177,026.

The City Of Fort Worth requires a Community Facility Agreement (CFA) that includes paving public improvements for sidewalks, barrier free ramps, drive approaches and streetlights adjacent to Scarborough-Handley Athletic Fields.

This agenda item is to approve a change order to cover the additional costs associated with the noted scope. Additionally, CIP is asking the BOE to approve a Budget Amendment transferring up to \$189,000 from the Program Contingency account to the budget account of Scarborough-Handley Athletic Fields.

Item	Current Construction Contract	Amount Requested	Revised Construction Contract
Bid Package 060	\$2,177,026	\$189,000	\$2,366,026

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Change Order and Budget Amendment For The 2013 Capital Improvement Program Bid Package 060 (RFCSP#17-008)
2. Decline to Approve Change Order and Budget Amendment For The 2013 Capital Improvement Program Bid Package 060 (RFCSP#17-008)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Change Order and Budget Amendment For The 2013 Capital Improvement Program Bid Package 060 (RFCSP#17-008)

FUNDING SOURCE

Additional Details

CIP

681-81-6629-CSA-999-99-000-000000 - \$ 189,000

COST:

Not to Exceed \$189,000

VENDOR:

Tegrity Contractors, Inc.

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

RATIONALE:

A change order is needed to fund cost of work which cannot be covered with the available funds within the General Contractor's Agreement. The change order will require the use of Program Contingency in the amount of \$189,000.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 04/11/17	BP 060 Adjustments	Revised 04/11/17
001	Amon Carter - Riverside High School	\$ 11,487,252		\$ 11,487,252
002	Arlington Heights High School	\$ 5,924,742		\$ 5,924,742
003	South Hills High School	\$ 6,899,471		\$ 6,899,471
004	Diamond Hill-Jarvis High School	\$ 6,964,290		\$ 6,964,290
005	Dunbar High School	\$ 4,107,847		\$ 4,107,847
006	Eastern Hills High School	\$ 2,222,162		\$ 2,222,162
008	North Side High School	\$ 1,549,134		\$ 1,549,134
009	Polytechnic High School	\$ 4,846,746		\$ 4,846,746
010	Paschal High School	\$ 13,255,485		\$ 13,255,485
011	Trimble Technical High School	\$ 2,317,176		\$ 2,317,176
014	Southwest High School	\$ 2,076,146		\$ 2,076,146
015	Western Hills High School	\$ 5,718,225		\$ 5,718,225
016	O.D. Wyatt High School	\$ 2,615,391		\$ 2,615,391
018	Middle Level Learning Center	\$ 130,458		\$ 130,458
019	Metro Opportunity High School	\$ 154,348		\$ 154,348
026	Jo Kelly School	\$ 123,956		\$ 123,956
042	Daggett Middle School	\$ 244,857		\$ 244,857
043	Wedgwood Sixth Grade School	\$ 2,616,871		\$ 2,616,871
044	Elder Middle School	\$ 3,634,842		\$ 3,634,842
045	Forest Oak Middle School	\$ 781,166		\$ 781,166
047	Handley Middle School	\$ 234,415		\$ 234,415
048	William James Middle School	\$ 1,106,343		\$ 1,106,343
049	Kirkpatrick Middle School	\$ 2,962,922		\$ 2,962,922
050	McLean Middle School	\$ 5,159,134		\$ 5,159,134
051	Meacham Middle School	\$ 447,078		\$ 447,078
052	Meadowbrook Middle School	\$ 1,027,454		\$ 1,027,454
053	Monnig Middle School	\$ 277,492		\$ 277,492
054	Morningside Middle School	\$ 1,909,151		\$ 1,909,151
056	Riverside Middle School	\$ 236,604		\$ 236,604
057	Rosemont Middle School	\$ 499,606		\$ 499,606
058	W.C. Stripling Middle School	\$ 420,154		\$ 420,154
059	J. Martin Jacquet MS	\$ 439,428		\$ 439,428
060	Wedgwood Middle School	\$ 301,417		\$ 301,417
061	Leonard Middle School	\$ 409,543		\$ 409,543
062	International Newcomer Acad / Applied Learning Academy	\$ 500,815		\$ 500,815
063	Como Montessori School	\$ 1,858,810		\$ 1,858,810
064	Glencrest 6th Grade	\$ 2,665,958		\$ 2,665,958
067	Rosemont 6th Grade	\$ 2,213,263		\$ 2,213,263
069	McLean 6th Grade	\$ 4,738,720		\$ 4,738,720
070	Jean McClung Middle School	\$ 178,041		\$ 178,041
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,291,093		\$ 9,291,093
081	Young Women's Leadership Academy	\$ 3,331,229		\$ 3,331,229
082	Texas Academy of Biomedical Sciences	\$ 274,128		\$ 274,128
083	Young Men's Leadership Academy	\$ 5,499,915		\$ 5,499,915
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