

*Board of Education  
Regular Meeting  
November 15, 2016*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on November 15, 2016 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** - Bruce Shulkey Elementary School
3. **RECOGNITIONS**
  - A. Recognition of Students Performing and Greeting Prior to the Meeting
  - B. Parent Recognitions - South Hills Elementary PTA
  - C. Recognition of Washington Heights Elementary School Project Team
  - D. Teaching Chairs Recognition
  - E. Recognition of Licensed Specialists in School Psychology (LSSP) Outstanding Services
  - F. 2016 Leadership TASB Celebration of Leadership Award
  - G. Board Member and Superintendent 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
    1. October 25, 2016 - Regular Meeting

- B. Approval of Interlocal Agreements Contracts between Canyon Independent School District, Santa Fe Independent School District, Harlingen Consolidated Independent School District, and the City of University Park and the Fort Worth Independent School District for Procurement Card Services 15
- C. Approve the Resolution for Membership in the Cooperative Purchasing Program of the Texas Comptroller of Public Accounts 29
- D. Approve Second Reading (TASB Update #101, 105 B, and 106) - Revision to Board Policy CLB (LOCAL), DFBB (LOCAL), EHBAF (LOCAL), FMG (LOCAL), and FNG (LOCAL) 32

**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.
  - 1. Legal Advice on Fort Worth ISD v. Palazzolo, Cause No. 02-14-00262-CV; and Cause No. CV12-07-438
- B. Personnel Matters (Section 551.074)
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

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

**11. ACCEPT CONSENT AGENDA**

**12. REPORTS/PRESENTATIONS**

- A. An Update on Equity and Excellence
- B. Time & Attendance Procurement
- C. Comprehensive Annual Financial Report Overview of the Period Ended June 30, 2016

**13. ACTION AGENDA ITEMS**

- A. Item/Items Removed from Consent Agenda
- B. Approval of Budget Amendment for the Period Ended October 31, 2016 64
- C. Approval of Updated Campus Turnaround Plans to Include the Board Resolution Affirming Acceptance of TEA Terms 68

D. Approval of Interlocal Agreement for the Fire Science and Emergency Medical Services (EMS) Program which is an Amendment to the Fire Science Interlocal Agreement to Include the EMS Program	71
E. Approve Acceptance of Special Warranty Deed for Conveyance of Land from Texas Christian University to FWISD for Parking for Paschal High School	84
F. Approve Renewal of Vehicle and Maintenance Supply Program Interlocal Agreement	94
G. Approval of the Memorandum of Understanding (MOU) between the Fort Worth Independent School District and Texas Tech University	104
H. Approve the Selection of the District's Time and Attendance Tracking System and Approve a Budget Amendment to Accommodate the Purchase and Implementation of the System	121
I. Approve Formation of a District of Innovation Committee	137
J. Approve Board Appointments to the District Advisory Committee	139
K. Approval of Comprehensive Annual Financial Report for the Year Ended June 30, 2016	142
L. Approve Change Orders for the 2013 Capital Improvement Program Bid Package #007 (RFCSP #16-003)	145
M. Approve Change Orders for the 2013 Capital Improvement Program Bid Package #009B (RFCSP #16-009)	148
N. Approve Change Orders for the 2013 Capital Improvement Program Bid Package #041 (RFCSP #15-034)	151
O. Approve Budget Amendment and Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package #059 (RFCSP #17-006)	154
P. Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package #060 (RFCSP #17-008)	160
Q. Approve the Minutes for the August 29, 2016, September 12, 2016, September 19, 2016 and October 3, 2016 Racial Equity Committee Meetings	163

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

**15. ADJOURN**

**CONSENT AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: BOARD OF EDUCATION MEETING MINUTES**

**BACKGROUND:**

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

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

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

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

Approve The Board Of Education Meeting Minutes

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

None

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Board of Education

**RATIONALE:**

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

**INFORMATION SOURCE:**

Sammy Monge

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on October 25, 2016.

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 October 20, 2016 , 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 October 20, 2016 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education"

RETURN OF THE MEETING OCTOBER 25, 2016

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 October 20, 2016 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 October 20, 2016 .

/s/ Faye Daniels  
Executive Secretary  
Board of Education"

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

Mr. Ramos called the meeting to order at 5:30 p.m.

The following Board Members were present:

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

Absent: T.A Sims

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Sherry Breed, Chief of Equity & Excellence  
Vicki Burris, Chief of Capital Projects/Capital Improvement Program  
Valerie Carrillo, General Counsel  
Charles Carroll, Chief Academic Officer  
Art Cavazos, Chief of District Operations  
Kyle Davie, Chief Technology Officer



Cynthia Rincon, Chief of Human Capital Management  
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  
Clint Bond, Director of External & Emergency Communications

2. PLEDGES - Western Hills Elementary School

Principal Alexandra Montes introduced students who lead in the pledges and recognized parents and staff in attendance.

3. RECOGNITIONS

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

Elementary Music Specialist, Chrissie Seligson, introduced singers from Alice Contreras Elementary, Director, Frank Lopez and faculty members.

Ltc. Crossley introduced greeters from Arlington Heights High School Naval ROTC, and Principal, Sarah Weeks.

B. Parent Recognition - Como Elementary School

Richard Johnson, Family Communications Specialist, introduced Tonya Montgomery, a volunteer at the school.

C. Board Member and Superintendent Recognitions

Board Members and Dr. Scribner made comments.

4. CALL TO ORDER PUBLIC HEARING ON CONSIDERING DESIGNATION OF THE DISTRICT AS A DISTRICT OF INNOVATION UNDER HB 1842

Mr. Ramos called the public hearing to order.

Mr. Carroll gave a presentation and stated an action item would be on the November 15th meeting agenda.

5. PUBLIC COMMENT ON CONSIDERING DESIGNATION OF THE DISTRICT AS A DISTRICT OF INNOVATION UNDER HB 1842

Speakers:

Steven Poole

Luther Perry

Jonathan Morrison

Dr. Ann Sutherland

(Mrs. Needham arrived at 5:52)

6. CLOSE PUBLIC HEARING ON CONSIDERING DESIGNATION OF THE DISTRICT AS A DISTRICT OF INNOVATION UNDER HB 1842

Mr. Ramos closed the public hearing.

7. CALL TO ORDER PUBLIC HEARING ON CAMPUS TARGETED IMPROVEMENT PLANS

Mrs. Molinar and Washington gave a presentation

Mr. Ramos called the public hearing to order.  
Mrs. Karen Molinar gave a presentation.

8. PUBLIC COMMENT ON CAMPUS TARGETED IMPROVEMENT PLANS

Speakers:

Luther Perry

Dr. Matthew Avila

Norman Robbins

Ashley Paz

Ann Sutherland

Christene Moss

Judy Needham

9. CLOSE PUBLIC HEARING ON CAMPUS TARGETED IMPROVEMENT PLANS

Mr. Ramos closed the public hearing.

10. CALL REGULAR MEETING TO ORDER

Mr. Ramos called the regular meeting to order.

11. PUBLIC COMMENT

Speakers:

Luther Perry

Robert Baker

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

The meeting was recessed at 6:33 p.m.

The meeting was reconvened at 6:42 p.m. in the Board Conference Room.

13. DISCUSSION OF AGENDA ITEMS

Dr. Avila had questions concerning Agenda Item 14.F. Approval of the Application for the Waiver of the 2016-2017 Request for Maximum Class Size Exception. There was discussion and explanation by Chief of Human Capital Management, Cynthia Rincon. Mrs. Judy Needham asked about bridge classes and Karen Molinar, Chief of Elementary Schools, responded.

14. 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. October 11, 2016 - Regular Meeting
  - B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
    - 1. Approve Annual Maintenance Renewal for Renaissance Learning
    - 2. Approve the Contractual Arrangement with Expanco, Inc., Fort Worth, Texas
  - C. Approve Proposed Career and Technical Education Course Changes for the 2017-2018 School Year
  - D. Approval of Modification of Contracted Services for Campus-Based Student Support Services for 2016-2017 (Professional Mentoring, Case Management and Wraparound Services)
  - E. Approval to Recognize Agrilife Extension Agents as Fort Worth ISD Adjunct Staff Members when Pertaining to and Participating in 4-H Related Educational Activities with FWISD Students
  - F. Approval of the Application for the Waiver of the 2016-2017 Request for Maximum Class Size Exception

Motion was made by Norman Robbins, seconded by Tobi Jackson, to approve the Application for the Waiver of the 2016-2017 Request for Maximum Class Size Exception.

The motion was approved.

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

No: Ann Sutherland, and Matthew Avila.

The vote was 6 for and 2 against.  
Dr. Avila and Dr. Sutherland voted against.

- G. Approve Second Reading (TASB Update #105) - Revisions to Board Policy BQ (LOCAL), CLE (LOCAL), CPC (LOCAL), and EGBD (LOCAL)

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

16. EXECUTIVE SESSION

Executive session was not convened.

- A. Seek the Advice of its Attorneys Concerning Pending or Contemplated Litigation or Other Matters that are Exempt from Public Disclosure Under Article X, Section 9 of the Texas State Bar Rules and as Authorized by Section 551.071 of the Texas Government Code.
- B. Personnel Matters (Section 551.074)
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

17. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 7:11 p.m.

18. ACCEPT CONSENT AGENDA

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve CONSENT AGENDA WITH THE EXCEPTION OF 14.F., WHICH WAS MOVED TO ACTION FOR A SEPARATE VOTE.

The motion was unanimously approved.

19. REPORTS/PRESENTATIONS

- A. Dyslexia Program Update 2016-2017

Mr. Carroll introduced the report and Mrs. Sara Arispe gave the presentation.

The Following Board Members had Questions:

Mrs. Christene Moss

Dr. Matthew Avila

Mr. Norman Robbins

20. ACTION AGENDA ITEMS

A. Item/Items Removed from Consent Agenda

B. Approve the 2016-2017 School Year District Improvement Plan

Motion was made by Christene Moss, seconded by Tobi Jackson, to approve the 2016-2017 School Year District Improvement Plan.

The motion was unanimously approved.

C. Approval of the 2016-2017 Campus Educational Improvement Plans (CEIP)

Motion was made by Tobi Jackson, seconded by Christene Moss, to approve the 2016-2017 Campus Educational Improvement Plans (CEIP).

The motion was unanimously approved.

D. Adopt a Board Resolution Affirming the Board's Acceptance of TEA Terms for Campus Turnaround Plans

Motion was made by Judy Needham, seconded by Tobi Jackson, to approve to Adopt a Board Resolution Affirming the Board's Acceptance of TEA Terms for Campus Turnaround Plans.

The motion was approved.

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

No: Ann Sutherland.

The vote was 7 for and 1 against.

Dr. Sutherland voted against.

E. Approve Initial Campus Targeted Improvement Plans

Motion was made by Tobi Jackson, seconded by Norman Robbins, to approve Initial Campus Targeted Improvement Plans.

The motion was approved.

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

No: Ann Sutherland.

The vote was 7 for and 1 against.

Dr. Sutherland voted against.

- F. Approve First Reading (TASB Update #101, 105 B, and 106) - Revisions to Board Policy CLB (LOCAL), DFBB (LOCAL), EHBAF (LOCAL), FMG (LOCAL), and FNG (LOCAL)

Motion was made by Tobi Jackson, seconded by Judy Needham, to approve First Reading (TASB Update #101, 105 B, and 106) - Revisions to Board Policy CLB (LOCAL), DFBB (LOCAL), EHBAF (LOCAL), FMG (LOCAL), and FNG (LOCAL).

The motion was approved.

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

No: Ann Sutherland.

The vote was 7 for and 1 against.

Dr. Sutherland voted against.

- G. Approve Authorization to Purchase Technology for the District Network Operations Center as Outlined in the 2013 Capital Improvement Program (CIP) Technology Funding Years 4 and 5

Motion was made by Matthew Avila, seconded by Judy Needham, to approve Action Items G, H, and I.

- H. Approve Authorization to Purchase Technology for Campus Classrooms and Infrastructure as Outlined in the 2013 Capital Improvement Program (CIP) Technology Funding Years 4 and 5
- I. Approve the Purchase of Technology Equipment and Services for New Schools and Additions as Identified in the 2013 Capital Improvement Program (CIP)

The motion was unanimously approved.

- J. Approval of Budget Amendment and Change Order for Waverly Park Elementary School in the 2013 Capital Improvement Program Bid Package #103

Motion was made by Matthew Avila, seconded by Ann Sutherland, to approve Action Items J, K, L, M, N, O, P, Q and R.

- K. Reclassification of Expenditures and Ratification of Budget Amendment for the 2013 Capital Improvement Program for TEA 071 Benbrook Middle High School
- L. Approve Budget Amendment and Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package #027 (RFCSP #17-002)
- M. Approve Budget Amendment and Authorization to Negotiate and Enter into Contract

with a General Contractor for the 2013 Capital Improvement Program Bid Package #023 (RFCSP #17-001)

- N. Authorization to Negotiate and Enter into Contract with a Construction Manager at Risk (CMAR) for Construction Services for the 2013 Capital Improvement Program - CMAR Package #005 (RFP #15-036)
- O. Approval of Change Orders for the 2013 Capital Improvement Program Bid Package #004 (RFCSP #15-039)
- P. Approval of Change Orders for the 2013 Capital Improvement Program Bid Package #007 (RFCSP #16-003)
- Q. Ratification of Change Order in the 2013 Capital Improvement Program Bid Package #012A (RFCSP #15-041)
- R. Approve Budget Amendment and Authorization to Negotiate and Enter into Contract with a General Contractor for the 2013 Capital Improvement Program Bid Package #012 (RFCSP #17-005)

The motion was unanimously approved.

- S. Approval of Minutes of the July 18, 2016 Citizens' Oversight Committee Meeting

Motion was made by Christene Moss, seconded by Matthew Avila, to approve Minutes of the July 18, 2016 Citizens' Oversight Committee Meeting.

The motion was unanimously approved.

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

- 22. ADJOURN

The meeting was adjourned at 7:35 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  
November 15, 2016**

**TOPIC:       APPROVE INTERLOCAL AGREEMENT CONTRACTS BETWEEN CANYON INDEPENDENT SCHOOL DISTRICT, SANTA FE INDEPENDENT SCHOOL DISTRICT, HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND THE CITY OF UNIVERSITY PARK 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, N.A., Fort Worth ISD was designated as the lead in the consortium of the Texas Public Sectors Group. This consortium designation allows other Texas Government agencies to use the Procurement Card services of Bank of America, N.A. through an Interlocal Agreement with Fort Worth ISD. Pursuant to our agreement, Bank of America, N.A. has the authority to promote and offer these services to other governmental entities throughout the state of Texas. Each participant's agreement with Bank of America, N.A. requires approval of an Interlocal Agreement with Fort Worth ISD.

**ALTERNATIVES:**

1. Approve Interlocal Agreement Contracts between Canyon Independent School District, Santa Fe Independent School District, Harlingen Consolidated Independent School District, and The City of University Park and The Fort Worth Independent School District for Procurement Card Services
2. Decline to Approve Interlocal Agreement Contracts between Canyon Independent School District, Santa Fe Independent School District, Harlingen Consolidated Independent School District, and The City of University Park and The Fort Worth Independent School District for Procurement Card Services
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Interlocal Agreement Contracts between Canyon Independent School District, Santa Fe Independent School District, Harlingen Consolidated Independent School District, and The City of University Park and The Fort Worth Independent School District for Procurement Card Services

**FUNDING SOURCE:**

Not Applicable



**COST:**

Not Applicable

**RATIONALE:**

Canyon Independent School District, Santa Fe Independent School District, Harlingen Consolidated Independent School District, and The City of University Park have entered into agreements with Bank of America, N.A. to become receiving agencies of the procurement card 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 programs.

**INFORMATION SOURCES:**

Elsie Schiro  
Lori Boswell  
Jonathan Bey

THE STATE OF TEXAS

COUNTY OF Randall

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: Canyon Independent School District  
Address: 3301 N. 23rd Street  
City, State, Zip: Canyon, Texas 79015  
Phone Number: 806-677-2600

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) 871-2153

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 continue through the contract period ending January 9, 2017. FWISD retains the right to renew the contract 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.

<u>RECEIVING AGENCY</u>	<u>PERFORMING AGENCY</u>
Canyon Independent School District	Fort Worth Independent School District
<small>Name of Agency</small>	<small>Name of Agency</small>
By: <u><i>Linda Anderson</i></u>	By: _____
<small>Authorized Signature</small>	<small>Authorized Signature</small>
Board President	_____
<small>Title</small>	<small>Title</small>
Date: August 11, 2014	Date: _____
By: _____	By: _____
<small>Attorney for Agency</small>	<small>Attorney for FWISD</small>
Date: _____	Date: _____

Contract No. \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF Galveston

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: Santa Fe ISD  
Address: PO Box 370  
City, State, Zip: Santa Fe, TX 77510  
Phone Number: 409-925-9020

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) 871-2153

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 continue through the contract period ending January 9, 2017. FWISD retains the right to renew the contract 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.

<u>RECEIVING AGENCY</u>	<u>PERFORMING AGENCY</u>
Santa Fe ISD	Fort Worth Independent School District
<small>Name of Agency</small>	<small>Name of Agency</small>
By: <u>Billy R. Beems</u>	By: _____
<small>Authorized Signature</small>	<small>Authorized Signature</small>
<u>President, Board of Trustees</u>	_____
<small>Title</small>	<small>Title</small>
Date: <u>4/20/15</u>	Date: _____
By: _____	By: _____
<small>Attorney for Agency</small>	<small>Attorney for FWISD</small>
Date: _____	Date: _____

THE STATE OF TEXAS

COUNTY OF CAMERON

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: Harlingen Consolidated Independent School District  
Address: 407 N 77 Sunshine Strip  
City, State, Zip: Harlingen TX 78550  
Phone Number: 956-430-9740

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) 871-2153

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 continue through the contract period ending January 9, 2017. FWISD retains the right to renew the contract 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**

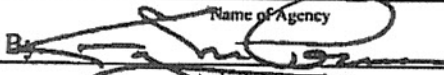
The following constitute the entire agreement by the parties hereto concerning the work and services to be performed and any prior or contemporaneous, oral or written agreement, which purports to vary from the terms hereof, shall be void:

- 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.

<u>RECEIVING AGENCY</u>	<u>PERFORMING AGENCY</u>
<u>Harlingen Consolidated Independent School District</u>	<u>Fort Worth Independent School District</u>
<small>Name of Agency</small>	<small>Name of Agency</small>
By: 	By: _____
<small>Authorized Signature</small>	<small>Authorized Signature</small>
Board <u>President</u>	_____
<small>Title</small>	<small>Title</small>
Date: <u>8-12-2014</u>	Date: _____
By: _____	By: _____
<small>Attorney for Agency</small>	<small>Attorney for FWISD</small>
Date: _____	Date: _____

THE STATE OF TEXAS

COUNTY OF DALLAS

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: CITY OF UNIVERSITY PARK  
Address: 3800 UNIVERSITY BLVD.  
City, State, Zip: DALLAS, TX 75205  
Phone Number: 214-987-5480

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) 871-2153

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.

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- 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.

<u>RECEIVING AGENCY</u>	<u>PERFORMING AGENCY</u>
<u>CITY OF UNIVERSITY PARK</u>	<u>Fort Worth Independent School District</u>
<small>Name of Agency</small>	<small>Name of Agency</small>
By: <u>Chris Lane, Jr.</u>	By: _____
<small>Authorized Signature</small>	<small>Authorized Signature</small>
<u>MAYOR</u>	_____
<small>Title</small>	<small>Title</small>
Date: <u>8-19-14</u>	Date: _____
By: <u>Robert C. Dillard</u>	By: _____
<small>Attorney for Agency</small>	<small>Attorney for FWISD</small>
Date: <u>8-19-14</u>	Date: _____

**CONSENT AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC:        APPROVE THE RESOLUTION FOR MEMBERSHIP IN THE  
COOPERATIVE PURCHASING PROGRAM OF THE TEXAS  
COMPTROLLER OF PUBLIC ACCOUNTS**

**BACKGROUND:**

The Texas Procurement and Support Services Cooperative Purchasing Program provides the State of Texas volume purchasing power to local governments. Members can purchase goods and services from state term contracts pursuant to and under authority of the Texas Local Government Code, Section 271.083(4)(b). The Texas Comptroller’s Statewide Procurement and Statewide Support Services divisions connect vendors with state purchasers and contract opportunities, and help state and local government entities procure goods and services through contracts that meet their needs that have been procured in accordance with applicable purchasing statutes.

**ALTERNATIVES:**

1. Approve the resolution for membership in the cooperative purchasing program of the Texas Comptroller of Public Accounts
2. Decline to approve the resolution for membership in the cooperative purchasing program of the Texas Comptroller of Public Accounts
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the resolution for membership in the cooperative purchasing program of the Texas Comptroller of Public Accounts

**FUNDING SOURCE:**

General Fund 199-41-6499-001-750-99-422-000000

**COST:**

\$100.00 (Annual CO-OP membership fee)

**RATIONALE:**

Texas Government Code Chapter 791 grants local governments the authority to enter into interlocal cooperative contracts. The purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state. The local government definition includes a county, municipality, special district, junior college district, or other political subdivision of this state or another state. All Texas Comptroller of Public Accounts bids are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

**INFORMATION SOURCES:**

Elsie Schiro  
Lori Boswell  
Jonathan Bey



# RESOLUTION

**State of Texas**  
**County of** Tarrant

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to §§ 271.082 and 271.083 of the Local Government Code;

and **WHEREAS**, the Fort Worth ISD School Board  
(e.g., Commissioner's Court, City Council, School Board, Board of Directors)

of Fort Worth ISD, is a: (Check one of the following.)  
(Name of Qualified Entity)

- |  |   |
|--|---|
| <input type="radio"/> County   | <input checked="" type="radio"/> Independent School District                                      |
| <input type="radio"/> Municipality                                     | <input type="radio"/> Junior College District   |
| <input type="radio"/> Political Subdivision (Special Districts, Other) | <input type="radio"/> Mental Health and Mental Retardation Community Center                       |
| <input type="radio"/> Assistance Organization                          | <input type="radio"/> Texas Rising Star Provider<br>(certified by the Texas Workforce Commission) |

defined as an entity qualified to participate in the Cooperative Purchasing Program of the Texas Comptroller of Public Accounts pursuant to § 271.081 of the Local Government Code; and

WHEREAS, in accordance with the requirements of 34 TAC §20.85 administrative rules, the Agent(s) of Record,  
JACINTO RAMOS, JR, PRESIDENT  
(Name of Person) (Title)

(and NORMAN ROBBINS, SECRETARY) is/are authorized to execute  
(Name of Person) (Title)

any and all documentation for FORT WORTH ISD pertaining to its participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

WHEREAS, FORT WORTH ISD acknowledges its obligation to pay participation fees established  
(Entity Name)

by the Texas Comptroller of Public Accounts.

NOW, THEREFORE BE IT RESOLVED, that request be made to the Texas Comptroller of Public Accounts to approve  
FORT WORTH ISD for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.  
(Entity Name)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_  
(Entity Name)

By: \_\_\_\_\_  
(Signature of Chair)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title of Chair)

\_\_\_\_\_  
(Signature of Agent of Record)

JACINTO RAMOS, JR, PRESIDENT  
(Name/Title of Agent of Record)

\_\_\_\_\_  
(Signature of Agent of Record)

NORMAN ROBBINS, SECRETARY  
(Name/Title of Agent of Record)



**CONSENT AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVE SECOND READING (TASB UPDATE #101, 105 B, AND 106) - REVISIONS TO BOARD POLICY CLB (LOCAL), DFBB (LOCAL), EHBAF (LOCAL), FMG (LOCAL), AND FNG (LOCAL).**

**BACKGROUND:**

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

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Second Reading (TASB Update #101, 105 B, and 106) - revisions to Board Policy CLB (LOCAL), DFBB (LOCAL), EHBAF (LOCAL), FMG (LOCAL), and FNG (LOCAL).
2. Decline to Approve Second Reading (TASB Update #101, 105 B, and 106) - revisions to Board Policy CLB (LOCAL), DFBB (LOCAL), EHBAF (LOCAL), FMG (LOCAL), and FNG (LOCAL).
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Second Reading (TASB Update #101, 105 B, and 106) - revisions to Board Policy CLB (LOCAL), DFBB (LOCAL), EHBAF (LOCAL), FMG (LOCAL), and FNG (LOCAL).

**FUNDING SOURCE**

*Additional Details*

Select Funding Source  
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 #105 B

- **CLB(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT  
- MAINTENANCE**

## **RATIONALE:**

**CLB (LEGAL):** Revisions to INTEGRATED PEST MANAGEMENT (IPM) PROGRAM, beginning on page 1, are based on amendments to the Administrative Code effective December 21, 2015. The rules revised the TRAINING requirements for IPM coordinators, deleted from the DUTIES of an IPM coordinator the requirement to conduct facility inspections, and clarified the activities required of a LICENSED APPLICATOR.

Other changes are to better reflect statute and to add existing statutory provisions regarding required NOTICE, on page 4, and provisions on incidental pesticide use application, at INCIDENTAL USE, on page 5.

**CLB (LOCAL):** As mentioned above at CLB(LEGAL), state rules on INTEGRATED PEST MANAGEMENT (IPM) PROGRAMS were revised effective December 21, 2015. As a result of the rule changes, there are several recommended changes to this local policy.

- References to the relevant laws were updated and moved to the beginning of the policy where the IPM guidelines are first mentioned.
- A statement has been added that requires the IPM COORDINATOR to provide training to district employees, as necessary, to ensure other staff members understand IPM guidelines.
- At NO UNAUTHORIZED APPLICATION, a statement has been added to clarify that if the IPM coordinator is a licensed applicator, the coordinator may apply pesticides in accordance with law.

MIA HALL, DIRECTOR

INTEGRATED PEST MANAGEMENT PROGRAM	The District is committed to following integrated pest management <u>(IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code guidelines</u> in all pest control activities that take place on District property.
<u>DEFINITION</u>	As provided in the <u>Texas Administrative Code</u> , <u>integrated pest management (IPM)</u> IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve best control of pests. These tactics shall possibly include, but are not limited to, the judicious use of pesticides.
STANDARDS	<del>The</del> In accordance with <u>Part 4, Title 7 of the Administrative Code and Chapter 1951 of the Occupations Code</u> , the District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities.
<u>IPM COORDINATOR</u>	The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law <u>and shall provide training to District employees, as necessary.</u>
APPLICATION TIME FRAME	The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.
NO UNAUTHORIZED APPLICATION	<u>If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law.</u> No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a <u>District school</u> facility without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

# Board Policy Update #105 B

➤ DFBB(LOCAL): TERM CONTRACTS - NONRENEWAL

**RATIONALE:**

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

Several of the nonrenewal REASONS are recommended for revision.

- Based on the deletion by ESSA of federal "highly qualified" requirements, item 30 has been revised to refer to the failure to maintain licensing and certification requirements for the employee's assignment, including completion of continuing education requirements.
- Item 29 was also adjusted to refer to the failure to fulfill requirements for state licensure or certification, including passing certification or licensing exams.
- HB 1842 from the 84th Legislative Session deleted state law that permitted a campus intervention team to make decisions about staff retention at a reconstituted campus and that prohibited, in most instances, the retention of the principal and educators at a repurposed campus. Following the changes in law, TEA instructed campuses that were previously identified for improvement to develop turnaround plans in accordance with HB 1842. As a result, we recommend deletion of references to the previous laws and have updated item 11 to address when an employee is not retained at a campus in accordance with the provisions of a campus turnaround plan.
- Item 31 has been updated to delete the reference to special assignment permits, which are no longer issued, and to refer more broadly to the failure to complete certification or permit renewal requirements.
- The text at items 1 and 23 has been simplified for clarity.
- Redundant provisions have been removed from item 5.
- The cross-references have been corrected in items 9 and 10.

*(continued on next page)*

*(continued)*

Your locally developed provisions at items 26 and 34–45 have been retained. These unique provisions were included in your policy more than a decade ago. Please contact your policy consultant for appropriate revisions if you wish to adjust the list to make it more concise.

We have retained, with minor editing for clarity, the unique provisions that distinguish between the timing of a NOTICE OF PROPOSED NONRENEWAL when the action is due to a reduction in force and when the action is due to any other reason. If this no longer reflects the district's practice, please contact your policy consultant for appropriate revisions.

The final section of the policy has been reformatted into a Note for consistency with policy style when a provision is essentially a cross-reference.

Please note: Based on information received from your district many years ago, this policy reflects that nonrenewal hearings will always be conducted by an independent hearing examiner appointed by TEA. If the board will preside over nonrenewal hearings or will decide on a case-by-case basis whether the board or an independent hearing examiner conducts nonrenewal hearings, please contact your policy consultant for appropriate revisions.

REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed non-renewal of an employee's term contract shall be:

1. Deficiencies~~Failure to correct deficiencies~~ pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives, Board policies, or administrative regulations.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences. ~~[See administrative procedures]~~
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFADFF]
10. Reduction in force because of a program change. [See DFF-BDFF]
11. ~~A decision by a campus intervention team that the employee not be retained at a reconstituted campus. [See AIC]~~
- 12.11. The employee is not retained at a campus ~~that has been repurposed~~ in accordance with the provisions of a campus turnaround plan law. [See AIC]
- 13.12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
- 14.13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.

- ~~15-14.~~ Failure to meet the District's standards of professional conduct.
- ~~16-15.~~ Failure to report 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]
- ~~17-16.~~ 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]
- ~~18-17.~~ Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
- ~~19-18.~~ Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
- ~~20-19.~~ Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, ~~or the~~and community, impairs or diminishes the employee's effectiveness in the District.
- ~~21-20.~~ Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
- ~~22-21.~~ Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
- ~~23-22.~~ A significant lack of student progress attributable to the educator.
- ~~24-23.~~ ~~Behavior~~Neglect of duty or behavior that presents a danger of physical harm to a student or to other individuals.
- ~~25-24.~~ Assault on a person on ~~District~~school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
- ~~26-25.~~ Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
- ~~27-26.~~ Falsification of records or other documents related to the District's activities, or presenting or using such documents with knowledge that the documents are false.



~~28-27.~~ Falsification or omission of required information on an employment application.

~~29-28.~~ Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

~~30-29.~~ Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.

~~31-30.~~ Failure to ~~achieve or maintain~~ licensing and certification requirements, including the completion of "highly qualified" status as required continuing education hours, for the employee's assignment.

~~32-31.~~ Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit, ~~a Special Assignment Permit~~, or a Temporary Classroom Assignment Permit.

~~33-32.~~ Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

~~34-33.~~ Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

~~35-34.~~ Engaging in behavior that is inappropriate or disruptive in the workplace.

~~36-35.~~ Discourteous treatment of others.

~~37-36.~~ Misuse or misappropriation of District/school monies and/or property.

~~38-37.~~ Possession of unauthorized firearms, weapons, or any other inappropriate item.

~~39-38.~~ Theft.

~~40-39.~~ Giving or accepting gifts, money, or favors in exchange for some benefit to one's self or others.

~~41-40.~~ Sexual, racial, ethnic, or religious harassment in the workplace and/or while conducting District or school business.  
[See DIA]

~~42-41.~~ Knowingly making or publishing false statements concerning any employee or supervisor of the District.

~~43-42~~ Knowingly making a false accusation of child abuse or sexual harassment.

~~44-43~~ Altering or tampering with time cards, attendance rosters, insurance records, or any other District documents or records.

~~45-44~~ Abuse of or unauthorized access to information contained in District files regardless of whether ~~thesuch~~ files are kept manually or in any electronic medium.

~~46-45~~ Any other reason the Board deems to be good cause, including any action or omission by an employee whose performance or conduct is detrimental to students or other employees or the District's interests.

RECOMMENDATIONS  
FROM  
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of ~~term~~professional employee contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

SUPERINTENDENT'S  
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

NOTICE OF  
PROPOSED  
NONRENEWAL

After the Board votes to propose nonrenewal due to financial exigency or program change, the Superintendent or designee shall deliver written notice of proposed nonrenewal ~~due to financial exigency or program change~~ not later than the tenth day before the last day of instruction in a school year, in accordance with law.

After the Board votes to propose~~For proposed~~ nonrenewal due to reasons other than financial exigency or program change, the Superintendent or designee shall deliver written notice of proposed nonrenewal no later than the 45th day before the last day of instruction.

If the notice of proposed nonrenewal does not contain a statement of the reason or all ~~of the~~ reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing.

The initial notice or any subsequent notice shall contain the hearing procedures.

REQUEST FOR  
HEARING

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall file a written request with the commissioner ~~Commissioner~~ of education ~~Education~~, and provide the Board a copy of the request, not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

HEARING  
PROCEDURES

The hearing shall be conducted by an independent hearing examiner in accordance with the process described at DFD.

BOARD DECISION

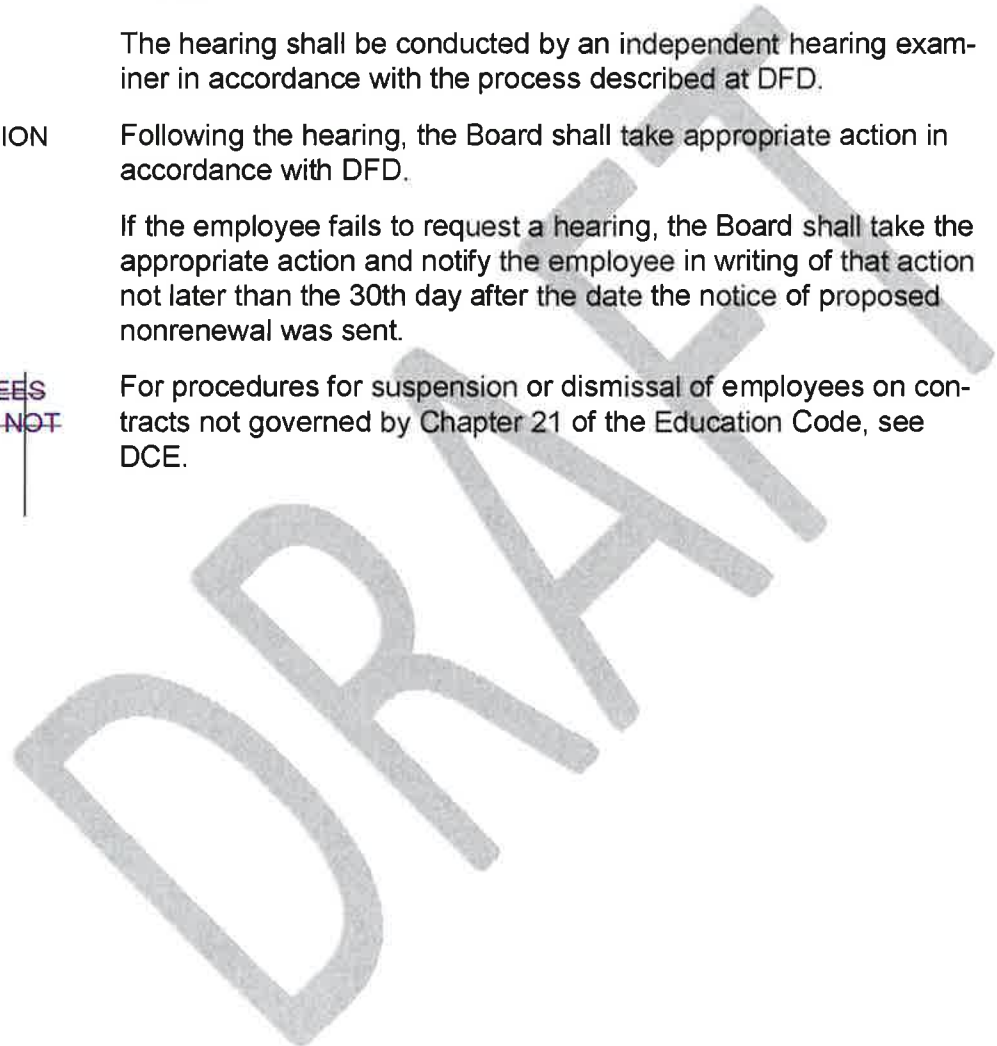
Following the hearing, the Board shall take appropriate action in accordance with DFD.

NO HEARING

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

NOTE: EMPLOYEES  
ON CONTRACTS NOT  
GOVERNED BY  
CHAPTER 21

For procedures for suspension or dismissal of employees on contracts not governed by Chapter 21 of the Education Code, see DCE.





# Board Policy Update #106

➤ EHBAF(LOCAL): SPECIAL EDUCATION VIDEO/AUDIO MONITORING

**RATIONALE:**

**EHBAF(LEGAL):** This legally referenced policy addressing video and audio monitoring of certain special education classrooms or other special education settings has been revised to incorporate newly adopted commissioner of education rules, effective August 15, 2016.

In addition to a local policy requirement [see the note for EHBAF(LOCAL), below], the newly adopted subchapter of the Texas Administrative Code provides the following clarifications:

- Defines parent, staff member, and trustee, as these individuals are authorized by Education Code 29.022 to request the installation and operation of video and audio equipment in these settings;
- Identifies the self-contained classrooms and other special education settings subject to video surveillance by referencing instructional arrangements/settings defined in TEA's Student Attendance Accounting Handbook;
- Prohibits a district from using federal or state special education funds to implement Education Code 29.022;
- Requires the equipment, once installed, to be operational during the regular school year and extended school year services;
- Defines the term "incident," for purposes of filing a complaint with the district and requesting access to view certain video recordings; and
- For allegations of noncompliance with Education Code 29.022 or the commissioner rules, requires the use of the district's local grievance procedures or dispute resolution channels other than the federal procedures for resolving special education disputes.

*(continued)*

*(continued)*

**EHBAF(LOCAL)**: As described above at EHBAF(LEGAL), new commissioner rules effective August 15, 2016, provide guidance on implementation of Education Code 29.022, which addresses video surveillance of certain special education settings. The rules require each school board to adopt written policies that include 13 items, as addressed in this recommended policy.

Many of the required policy statements are restatements of the statutory requirements. The following list highlights where the policy makes additional clarification of legal provisions or addresses choices available to the district.

- The rules require the policy to include the procedures for requesting video surveillance and for responding to a request. As a result, the recommended text requires a parent, trustee, or staff member to submit requests to the campus principal using a form provided by the district. After a request has been made and before installation of the cameras, the principal must provide a response to the requestor within ten business days and provide advance written notice to campus staff and to parents of students in the classroom or setting about the surveillance. Further details can be included in administrative regulations.
- The rules require operation of the cameras at all times during the instructional day when students are in the classroom or setting. The local policy text defines "instructional day" to be the portion of the school day during which instruction is taking place in the classroom or setting.

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**Note:** Unless otherwise noted, the terms “video recording,” “video surveillance,” and “video monitoring” shall also include any associated audio recordings.

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The District shall comply with requests for video and audio monitoring of certain self-contained special education classrooms and settings as required by law to promote student safety in those settings. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

REQUESTS AND NOTICE

A parent, Trustee, or staff member making a request for video surveillance under this policy shall submit the request to the campus principal on a form provided by the District, and the principal shall provide a response to the requestor within ten District business days. The principal shall provide advance written notice to staff on the campus and to parents of the students assigned to the classroom or setting that video and audio surveillance will be conducted in the classroom or setting. The Superintendent shall develop administrative regulations as necessary to implement these request, response, and notice provisions.

INSTALLATION AND OPERATION

When the District has installed video cameras in a classroom or other setting as required by law, the District shall operate the cameras during the instructional day at all times when students are in the classroom or other setting. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom or other setting.

A campus shall continue to operate and maintain any video cameras placed in the classroom or other setting for as long as the classroom or other setting continues to satisfy the requirements in Education Code 29.022(a).

Video cameras must be capable of recording video and audio of all areas of the classroom or setting, except that no video surveillance shall be conducted of the inside of a bathroom or other area used for toileting or diapering a student or removing or changing a student's clothes.

The District shall post notice at the entrance to a classroom or other setting in which video cameras are placed stating that video and audio surveillance is conducted in that classroom or setting.

RETENTION OF  
RECORDINGS

Video recordings shall be retained for at least six months after the date of the recording but may be retained for a longer period in accordance with the District's records management program or as required by law. [See CPC]

CONFIDENTIALITY OF  
RECORDINGS

Video recordings made in accordance with this policy shall be confidential and shall only be accessed or viewed by the individuals and in the limited circumstances permitted by law. Contractors and District personnel with job duties related to the installation, operation, or maintenance of video equipment, or the retention of video recordings, who incidentally view recordings when performing regular job duties such as ensuring the proper functioning of the equipment or pulling specific footage shall not be considered in violation of the confidentiality provisions.

The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an incident documented by a recording for which a complaint has been reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;
3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human capital management staff member in response to a complaint or an investigation of an incident; and
4. Appropriate TEA or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term "human capital management staff member" shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District's human capital management department. If an individual listed in items 2 through 4 above believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal, office of professional standards or human capital management personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy. [See FFG]



REPORTING AN  
INCIDENT

A person alleging that an incident, as defined by law, has occurred in a classroom or other setting in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within 48 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ten District business days after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District's video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

COMPLAINTS

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable.

DRAFT



# Board Policy Update #101

- FMG(LOCAL): STUDENT ACTIVITIES - TRAVEL

## **RATIONALE:**

**FMG(LOCAL):** This local policy on student travel, dating from the 1980s, is recommended for deletion from the district's policy manual. Since circumstances can differ by campus and sometimes by the type of activity, guidelines on student travel, including foreign study programs, and transportation to and from school-sponsored activities may be better maintained in administrative regulations and communicated in the student and employee handbooks.

FWISD Elementary & Secondary Leadership have chosen to keep FMG in our local policy manual and include both Administrative Regulations & Exhibits to accompany the policy.

***(continued)***

Your locally developed provisions at items 26 and 34–45 have been retained. These unique provisions were included in your policy more than a decade ago. Please contact your policy consultant for appropriate revisions if you wish to adjust the list to make it more concise.

We have retained, with minor editing for clarity, the unique provisions that distinguish between the timing of a NOTICE OF PROPOSED NONRENEWAL when the action is due to a reduction in force and when the action is due to any other reason. If this no longer reflects the district's practice, please contact your policy consultant for appropriate revisions.

The final section of the policy has been reformatted into a Note for consistency with policy style when a provision is essentially a cross-reference.

Please note: Based on information received from your district many years ago, this policy reflects that nonrenewal hearings will always be conducted by an independent hearing examiner appointed by TEA. If the board will preside over nonrenewal hearings or will decide on a case-by-case basis whether the board or an independent hearing examiner conducts nonrenewal hearings, please contact your policy consultant for appropriate revisions.

STUDENT ACTIVITIES  
TRAVEL

FMG  
(LOCAL)

~~SCHOOL-SPONSORED  
TRIPS IN GENERAL  
TRANSPORTATION  
FOR STUDENT  
TRAVEL~~

~~Students who participate in school-sponsored trips, excursions or tours shall be required to ride in transportation provided by the school to and from the event, except as otherwise permitted in administrative regulations. Exception may be made if the student's  
parent or guardian personally requests that the student be allowed to ride with his or parent or presents a written request to the principal the day before the scheduled trip that the student be allowed to ride with an adult, not a student, designated by the parent. The District shall not be liable or responsible for any actions, injuries or damages that occur to students riding in vehicles that are not provided by the school.~~

~~GUIDELINES FOR  
FOREIGN STUDY  
PROGRAMS  
TRIPS~~

~~Students may be offered several opportunities each year for studying abroad. Student groups may take advantage of winter and spring breaks and summer vacations to travel to those countries whose languages and cultures they have been studying. Permission for these trips shall be requested by using the "Foreign Study Trip Request Form." If the trip is approved, a signed copy of the "Release to be signed by both parents or guardian and by student" shall be obtained for each participant and sent to the foreign language program director.~~

~~The Board shall permit students to take in-state, out-of-state, out-of-country or overnight school-sponsored trips with prior approval from the appropriate Leadership Director and Chief of Schools or designee, with knowledge and concurrence of the Superintendent, for the following:~~

- ~~1. Instructional purposes (field trips and excursions)~~
- ~~2. School-sponsored activities.~~
- ~~3. UIL competitions~~

~~The Superintendent of Schools or designee shall develop guidelines for students who are traveling for the purpose of school-sponsored activities. [See FMG(REGULATION)]~~



# Board Policy Update #101

- FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES STUDENT AND PARENT COMPLAINTS/GRIEVANCES

## **RATIONALE:**

**FNG (LEGAL):** A recent commissioner of education decision, *Anzaldua v. Valley View Independent School District*, held that under the district's grievance policy, an employee's use of the informal grievance process extended the time line for filing a formal grievance. Therefore, the time line for filing a formal grievance would not start to run until after the employee had received a final response from the person conducting the informal process. These concepts from the commissioner decision would also apply in student and parent grievances.

To address this decision, a recommended revision at INFORMAL PROCESS clarifies that participation in the informal grievance process does not extend any deadlines in the policy, except by mutual consent. This new text is consistent with the current requirement, at LEVEL ONE, that complaint forms must be filed within 15 days of the date the student or parent knew, or with reasonable diligence should have known of the decision or action giving rise to the complaint. A conforming change at FORMAL PROCESS deletes reference to use of an informal conference before a student or parent may file a formal complaint.

The INFORMAL PROCESS encourages a student or parent to discuss concerns with the appropriate teacher, principal, or other campus administrator. We have clarified that in the informal process a campus administrator with whom a student or parent discusses concerns must have the authority to address those concerns.

*(continued on next page)*

*(continued)*

This policy includes several other recommended changes as follows:

- Revisions at OTHER COMPLAINT PROCESSES clarify that students and parents must initiate some complaints by following the specific complaint processes in the listed policies. However, appeals stemming from those complaint processes may need to be submitted in accordance with FNG. The requirement to submit complaints concerning DAEP has been deleted; these complaints may now be filed through FNG. Please note, however, that many districts' student codes of conduct specify the individual to whom these complaints must be filed. If that individual differs from the LEVEL ONE administrator, the complaint will need to be forwarded to the appropriate administrator listed in the SCOC.
- Item 5 at OTHER COMPLAINT PROCESSES has been revised to refer to failure to award a final grade on the basis of attendance.
- NOTICE TO STUDENTS AND PARENTS requires districts to inform students and parents of the policy through appropriate district publications. Most districts already do so in their student handbooks.
- Complaint forms and appeal notices may be filed by electronic communication, including e-mail and fax, by close of business on the deadline. Likewise, district responses can be sent by electronic communication to the student's or parent's e-mail address of record. See FILING and RESPONSE.
- At SCHEDULING CONFERENCES is a new provision stating that the district shall make reasonable attempts to schedule conferences at a mutually agreeable time. However, if the student or parent fails to appear at a scheduled conference, the district can hold the conference without the student or parent.
- LEVEL ONE and LEVEL TWO administrators must "schedule" rather than "hold" conferences within ten days of receiving the written complaint or appeal notice. This change gives administrators some flexibility when it is not possible to hold the conference within the ten-day period.
- Additional flexibility is also given to the LEVEL ONE administrator, allowing an exception to the requirement to provide a response within ten days of the conference when there are extenuating circumstances. This could apply, for example, when an extensive investigation is needed.
- Revisions at LEVEL TWO and LEVEL THREE specify that the conferences and hearing are limited to the issues and documents at the previous conference, except as otherwise permitted at LEVEL THREE.
- Similar changes have been made to DGBA(LOCAL), addressing employee complaints, and GF(LOCAL), addressing complaints by the public. See the explanatory notes for those policies.
- Updated complaint and appeal forms will be included in the next TASB Regulations Resource Manual update available in late January 2015.



STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

COMPLAINTS

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

OTHER COMPLAINT  
PROCESSES

Student or parent complaints shall be filed in accordance with this policy, except as [required by the policies listed below](#). [Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process provided below:](#)

1. Complaints alleging discrimination or harassment based on race, color, gender, gender identity and expression, national origin, disability, religion, or sexual orientation shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning [failure to award loss of credit or a final grade](#) on the basis of attendance shall be submitted in accordance with FEC.
6. ~~Complaints concerning removal to a disciplinary alternative education program shall be submitted in accordance with FOC and the Student Code of Conduct.~~
- 7.6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
- 8.7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
- 9.8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
- 10.9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

~~11.10.~~ Complaints concerning instructional materials shall be submitted in accordance with EFA.

~~12.11.~~ Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

~~13.12.~~ Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.

~~14.13.~~ Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

NOTICE TO STUDENTS  
AND PARENTS

The District shall inform students and parents of this policy through appropriate District publications.

GUIDING PRINCIPLES  
INFORMAL  
PROCESS

The Board encourages students and parents to discuss their concerns and complaints through informal conferences with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

FORMAL PROCESS

~~If an informal conference regarding a complaint fails to reach the outcome requested by the student or parent, the student or parent may initiate the formal process described below by timely filing a written complaint form.~~

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

FREEDOM FROM  
RETALIATION

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

GENERAL  
PROVISIONS  
FILING

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail and fax, or by fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
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	<p>the appropriate administrator or designee by the close of business on the deadline. <a href="#">Filings submitted by electronic communication</a> <del>Fax filings</del> shall be timely filed if they are received <del>by the close of business on</del> <del>or before</del> the deadline, as indicated by the date/time shown on the <a href="#">electronic communication</a> <del>fax copy</del>. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.</p>
<a href="#">SCHEDULING CONFERENCES</a>	<p><a href="#">The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.</a></p>
RESPONSE	<p>At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, <a href="#">sent by electronic communication to the student's or parent's e-mail address of record</a>, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
DAYS	<p>"Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
REPRESENTATIVE	<p>"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
CONSOLIDATING COMPLAINTS	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not <a href="#">file</a> <del>bring</del> separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p>
UNTIMELY FILINGS	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent,</p>

at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

COSTS INCURRED

Each party shall pay its own costs incurred in the course of the complaint.

COMPLAINT AND  
APPEAL  
FORMSFORM

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refiling is within the designated time for filing a complaint.

LEVEL ONE

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

~~Absent extenuating circumstances, the~~The administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

LEVEL TWO

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall ~~schedule~~hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues ~~and documents considered~~presented by the student or parent at Level One ~~and identified in the Level Two appeal notice~~. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

LEVEL THREE |

Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the admin-

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(LOCAL)

istration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

DRAFT





**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVAL OF BUDGET AMENDMENT FOR THE PERIOD ENDED  
OCTOBER 31, 2016**

**BACKGROUND:**

The 2016-2017 General Fund Budget was initially adopted on June 28, 2016 and last amended through the period ended September 30, 2016. During the month of October 2016, 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.

Additionally, as per the Texas Education Agency Financial Accountability System Resource Guide, it has been determined that Bus Attendants for Special Education students should be accounted for in Function 11 - Instruction instead of Function 34 - Transportation. A budget transfer is needed in the amount of \$3.3M to account for these expenditures.

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 October 31, 2016
2. Decline to Approve Budget Amendment for the Period Ended October 31, 2016
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Budget Amendment for the Period Ended October 31, 2016

**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  
For The Period Ended October 31, 2016**

		<b>General Fund 2016-2017 Amended Budget 10/11/2016</b>	<b>Adjustments</b>	<b>General Fund 2016-2017 Amended Budget 10/31/2016</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>				
	Local Revenue	\$328,267,118		\$328,267,118
	State Revenue	390,664,500		390,664,500
	Federal Revenue	12,639,837		12,639,837
	Other Sources	0		0
	<b>Total Revenue &amp; Other Sources</b>	<b>\$731,571,455</b>	<b>\$0</b>	<b>\$731,571,455</b>
<b><u>EXPENDITURES</u></b>				
11	Instruction	\$438,637,281	\$3,133,418	\$441,770,698
12	Instruction Resources and Media Services	\$10,635,370	\$23,894	\$10,659,263
13	Curriculum and Instructional Staff Development	\$8,449,351	(\$388,343)	\$8,061,008
21	Instructional Administration	\$14,166,418	\$381,680	\$14,548,098
23	School Administration	\$48,461,274	\$6,738	\$48,468,012
31	Guidance and Counseling Services	\$38,594,428	\$14,526	\$38,608,954
32	Social Work Services	\$4,957,378	\$0	\$4,957,378
33	Health Services	\$9,481,942	\$12,590	\$9,494,532
34	Student Transportation	\$20,212,358	(\$3,270,300)	\$16,942,058
35	Food Services	\$250,583	(\$766)	\$249,817
36	Cocurricular/Extracurricular Activities	\$14,513,791	\$12,472	\$14,526,263
41	General Administration	\$18,715,712	\$0	\$18,715,712
51	Plant Maintenance and Operations	\$81,652,779	(\$189,241)	\$81,463,538
52	Security and Monitoring Services	\$11,895,442	\$84,762	\$11,980,204
53	Data Processing Services	\$12,740,483	(\$18,297)	\$12,722,186
61	Community Services	\$5,242,040	\$2,200	\$5,244,240
71	Debt Service	\$0	\$0	\$0
81	Facilities Acquisition & Construction	\$10,864,356	\$194,668	\$11,059,024
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
	<b>Total Budgeted Expenditures</b>	<b>\$752,420,985</b>	<b>\$0</b>	<b>\$752,420,985</b>
	<b>Total Deficit</b>	<b>(\$20,849,530)</b>	<b>\$0</b>	<b>(\$20,849,530)</b>
	Beginning Fund Balance (Unaudited)	158,806,960		158,806,960
	Fund Balance-Ending (Unaudited)	<b>\$137,957,430</b>	<b>\$0</b>	<b>\$137,957,430</b>

# FORT WORTH INDEPENDENT SCHOOL DISTRICT

## SUMMARY OF 2016-2017 BUDGET AMENDMENTS GENERAL FUND



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

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**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVAL OF UPDATED CAMPUS TURNAROUND PLANS TO INCLUDE THE BOARD RESOLUTION AFFIRMING ACCEPTANCE OF TEA TERMS**

**BACKGROUND:**

Fort Worth ISD has received notification from the Texas Education Agency (TEA) regarding the review of board-approved campus turnaround plans for four campuses that were submitted to TEA in June. The four campuses that received an academic accountability rating of Improvement Required for 2016 have approval determinations pending additional terms from TEA. This action is reflective of early trend indicators for campuses throughout the state with multiple years of unacceptable academic performance ratings.

Fort Worth ISD has agreed to the TEA terms listed below with verbal confirmation and a memo from the Superintendent's office documenting the Fort Worth ISD's acceptance and willingness to work together with TEA to support our campuses.

- Include agency-directed governance training for the Board of Trustees and Superintendent in its turnaround and implementation plans; and
- Fully implement the governance improvements set forth in the agency-directed training and in the training's implementation fidelity instrument.

In accordance with TEA stipulations outlined in the notification letter, the district must supplement its response with a Board resolution.

It is Administration's recommendation that the updated campus turnaround plans including TEA terms be approved by the Board of Education.

**STRATEGIC GOAL:**

1-Increase Student Achievement

**ALTERNATIVES:**

1. Approve Updated Campus Turnaround Plans to Include the Board Resolution Affirming Acceptance of TEA Terms
2. Approve Updated Campus Turnaround Plans to Include the Board Resolution Affirming Acceptance of TEA Terms

**SUPERINTENDENT’S RECOMMENDATION:**

- 3. Approve Updated Campus Turnaround Plans to Include the Board Resolution Affirming Acceptance of TEA Terms

**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**

IM Terrell Elementary; John T White Elementary; Maude I Logan Elementary and Forest Oak Middle

**RATIONALE:**

If the district is not amenable to accepting this additional term, TEA will be unable to make a determination that these campuses will satisfy all student performance standards required under TEC §39.054 (e) not later than the second year the campus receives a performance rating following the implementation of the campus turnaround plan and, pursuant to TEC §39.107(d), and would be required to order: (1) appointment of a board of managers to govern the district as provided by TEC §39.112(b); (2) alternative management of the campus under this section; or (3) closure of the campus.

Updated Campus Turnaround Plans Link

<https://drive.google.com/drive/folders/0BwppTRX9f-e9ampFdDhyUTNtMUU?usp=sharing>

**INFORMATION SOURCE:**

Karen Molinar  
Cherie Washington

**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVAL OF INTERLOCAL AGREEMENT FOR THE FIRE SCIENCE AND EMERGENCY MEDICAL SERVICES (EMS) PROGRAM WHICH IS AN AMENDMENT TO THE FIRE SCIENCE INTERLOCAL AGREEMENT TO INCLUDE THE EMS PROGRAM.**

**BACKGROUND:**

The Fire Science and Emergency Medical Services Program Interlocal Agreement is a contract detailing the partnership between Tarrant County College District (TCCD), City of Fort Worth (City), and Fort Worth Independent School District (FWISD). The purpose of this Interlocal Agreement is to amend the established Fire Science Interlocal Agreement to include the EMS program. This Interlocal Agreement enhances the original initiative to prepare high school students for successful career and educational futures through a full integration of high school, college, and world of work. Under this agreement, students will be provided with the Fire Academy and Emergency Medical Technician classes with sufficient time for students to complete requirements for the Basic Fire Fighter and EMT certification courses. There will be no exchange of money between the City, TCCD, and FWISD for this agreement. While there is not a cost for this agreement, FWISD Career and Technical Education Department will cover the cost of tuition, textbooks, tools, uniforms and supplemental materials.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Interlocal Agreement for the Fire Science and Emergency Medical Services (EMS) Program Which Is an Amendment to the Fire Science Interlocal Agreement to Include the EMS Program.
2. Decline to Approve Interlocal Agreement for the Fire Science and Emergency Medical Services (EMS) Program Which Is an Amendment to the Fire Science Interlocal Agreement to Include the EMS Program.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Interlocal Agreement for the Fire Science and Emergency Medical Services (EMS) Program Which Is an Amendment to the Fire Science Interlocal Agreement to Include the EMS Program.



**FUNDING SOURCE**

***Additional Details***

General Fund

Fort Worth ISD Career & Technical Education Funds

**COST:**

Not to exceed a total cost of \$25,000.

**VENDOR:**

Tarrant County College District  
City of Fort Worth

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Eastern Hills High School (Gold Seal Program of Choice Fire Science Academy)  
Fort Worth Independent School District (AAIL and Career & Technical Education)

**RATIONALE:**

Approval of this Interlocal Agreement will provide students enrolled in the Fire Science Academy program with both the Fire Academy and Emergency Medical Technician classes; so, they may be engaged in and complete the Basic Fire Fighter and EMT certification courses.

**INFORMATION SOURCE:**

Charles Carroll  
Vanessa Cantu-Barrera  
Lila Boydston



**Tarrant  
County  
College**

**TARRANT COUNTY COLLEGE DISTRICT  
FIRE SCIENCE AND  
EMERGENCY MEDICAL SERVICES PROGRAM**

**INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY COLLEGE DISTRICT,  
CITY OF FORT WORTH, AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and between the Tarrant County College District (hereinafter referred to as “TCCD”), a Texas political subdivision of higher education, on behalf of Tarrant County College Northwest and Northeast Campuses (hereinafter referred to as “College”), the City of Fort Worth (hereinafter referred to as “FWFD”), and Fort Worth Independent School District, (hereinafter referred to as “Fort Worth ISD”), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

**WHEREAS**, the Texas Government Code, Chapter 791, the “Interlocal Cooperation Act,” authorizes local government entities to enter into interlocal contracts for governmental purposes;

**WHEREAS**, the parties to this Agreement desire to establish a Fire Science Technology curriculum that leads to the completion of a Fire Academy serving grades 11 – 12;

**WHEREAS**, under this Agreement, the parties agree to follow the agreed upon guidelines of TCCD and Fort Worth ISD in providing Fire Academy and Emergency Medical Technician (EMT) classes with sufficient time for the students to complete requirements needed for the Basic Fire Fighter and EMT certification courses offered by TCCD;

**WHEREAS**, this initiative will prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work. This academic model will improve student academic performance, self-concept, and increase high school and college/university completion rates; and

**WHEREAS**, the parties previously entered into an Interlocal Agreement executed on or about October 12, 2015 entitled, “Tarrant County College District Fire Service Training Center: Interlocal Agreement Between Tarrant County College District, City of Fort Worth, and Fort Worth Independent School District”; and

**WHEREAS**, the parties agree to hereby enter into this revised Interlocal Agreement with the intent to supersede the original Interlocal Agreement entered into between the parties with the purpose of adding the Emergency Medical Services Program;

**WHEREAS**, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each party finds that the performance of this Agreement is in the common interest of the parties, that the undertaking will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

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

1. **Scope of Agreement and Limitations of Authority.** The Scope of the Agreement and the parties agree as follows:

**A. Governance.**

- (1) The Fire Science and Emergency Medical Service (EMS) Program and Academy Advisory Committee
  - a. Membership on the Committee will include, but not be limited to, representatives of TCCD, FWFD, Fort Worth ISD, and/or community members. The specific membership of the Fire Science Technology and Fire Academy Partnership Council will be determined through a collaborative effort by representatives of the TCCD Fire Science Technology and Fire Service Training Center, TCCD Emergency Medical Services (EMS) Program, FWFD, and the Superintendent or a designee and representatives of Fort Worth ISD.
- (2) Develop the Parent Academy.
- (3) Create a Mentorship for junior and senior level students.

- B. Awarding Credit for Courses.** The College will award credit for courses through Credit-by-Examination/Experience. Since this is a Continuing Education program students will have to apply for credit with TCCD through the Credit-by-Examination by Experience process and in accordance with TCCD policy:

- (1) Student must complete a) Basic Fire Suppression and b) EMS Program courses with TCC and submit a request to challenge for credit based on superior high school achievement in the subject directly to the Dean.
- (2) Successful completion of any credit by experience will result in a grade of credit (CR), which will not affect the grade point average. The student must be enrolled in at least one full term at TCC and be enrolled at TCC during the semester for which credit is posted. Student must pay a posting fee at the current rate per course.

- C. Duties of College.** College shall have the following duties:

- (1) Involve qualified faculty or staff who are teaching in the appropriate disciplines in developing and teaching college courses;
- (2) Ensure that course guidelines are followed;
- (3) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (4) Designate personnel to monitor the quality of instruction in order to assure compliance with the standards established by the State and the College;

- (5) Pay salaries of adjunct instructors who teach college courses;
- (6) Provide self-contained breathing apparatus (SCBA) and compressed air for high school students enrolled in the Fire Academy;
- (7) Provide training equipment and supplies as needed to cover the required laboratory aspects of the EMS courses;
- (8) Provide clinical assignments for each student taking the EMT course; and
- (9) Provide EMT instructional manuals for each student.

**D. Duties of Fort Worth ISD.** Fort Worth ISD shall have the following duties:

- (1) Ensure that the Teacher/Coordinator of the program will coordinate scheduling with TCCD, ensure students are registered with the Texas Commission on Fire Protection (TCFP), and consult with Fire Academy College faculty in the design and implementation of the Fire Academy courses. These courses must enable students to master the Texas Essential Knowledge and Skills and match the requirements of the TCFP;
- (2) Ensure that the Teacher/Coordinator of the program will coordinate scheduling with TCCD, ensure students are registered with the Department of State Health Services (DSHS), and consult with EMS Program College faculty in the design and implementation of the EMT courses;
- (3) Provide the necessary bunker gear needed;
- (4) Provide the transportation of students to and from TCCD and FWFD;
- (5) Coordinate with the FWFD for the cleaning and inspection of all bunker gear;
- (6) Ensure that all Fort Worth ISD high school courses are in the students' Progression Plan; and
- (7) Clean, maintain, and store bunker gear in a secured storage area.

**E. Duties of the FWFD.** The FWFD shall have the following duties:

- (1) Clean and inspect of all bunker gear biannually;
- (2) Provide ride outs for students who are 16 years and above and who meet the FWFD criteria;
- (3) Provide students with an opportunity to participate at the FWFD facilities when available;
- (4) Implement a High School Explorer Program no later than the second renewal term of this Agreement; and
- (5) Provide Fire Science and EMS Program students access to tools and equipment at the FWFD facility.

**F. Faculty.** Faculty meeting Texas Education Agency (TEA) and Southern Association of Colleges and Schools (SACS) and College requirements as appropriate will be provided by College and Fort Worth ISD.

- (1) Faculty provided by College:
  - a. Must meet the College's academic requirements; and

- (2) Faculty provided by Fort Worth ISD:
  - a. May be designated as a College Adjunct faculty to teach at TCCD, if credentialed.

**G. Classroom and Office Facilities.**

- (1) All courses under this Agreement will be delivered to students at the high school; and
- (2) Portions of the Fire Academy and EMT courses will be delivered to students at the College and/or the FWFD training facilities when available.

**H. Tuition and Fees.**

- (1) Fort Worth ISD will pay TCCD for junior and senior level high school students enrolled in the Fire Academy and EMT courses at the current tuition rate.

**I. Books and Supplemental Materials.**

- (1) Based on the mutually agreed upon curriculum student syllabi, course curricula, course outlines, and science laboratory supplies as applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this Agreement and shall be provided by the College.
- (2) Based on the mutually agreed upon curriculum, all agreed textbooks and supplemental materials required for the Fire Science and EMS Program classes, TCCD Fire Academy and EMT courses, shall be provided by Fort Worth ISD.

**J. Recruitment and Enrollment of Students.**

- (1) Student recruitment of Grade 8 will occur annually; and
- (2) College, FWFD, and Fort Worth ISD will assist with recruitment, enrollment and retention, as necessary, for all students who apply to enroll in the Fire Science Technology Program.

**K. Instructional Calendar.** The instructional calendar will be based on the Master Calendar developed by FWISD.

**L. Student Code of Conduct.** Fire Science Technology Program, Fire Academy, and EMT students, faculty and staff shall adhere to:

- (1) Policies of Fort Worth ISD;
- (2) Procedures of the College;
- (3) Policies in the TCCD Board of Trustees Policies and Administrative Procedures Manual; and
- (4) College will provide the same security to high school students that it provides to its students.

**M. Media and Public Relations.** Media and public relations regarding the Fire Department, Fire Academy and/or Emergency Medical Services Programs will be managed according to College, FWFD, and Fort Worth ISD protocols.

2. **Indemnification.** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this Agreement or any of its activities or from any act or omission of any employee or invitee of the parties of this Agreement. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.
3. **Term.** Subject to prior termination or revocation of this Agreement as provided in **section 5** of this Agreement, the initial term of this Agreement is in full force and effect beginning with the date of final execution by all parties and ending September 19, 2017. This Agreement shall automatically renew for an additional one (1) year term, unless either party provides notice to the other of its intent to terminate this agreement not less than thirty (30) days before the end of the then current term.
4. **Notice.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To Fort Worth ISD: Fort Worth Independent School District  
Career and Technical Education  
100 N. University Dr., Ste. SW180  
Fort Worth, Texas 76107  
(817) 814-1800  
Attn: Alma Charles, Executive Director, Career and Technical Education

Copy to: Fort Worth Independent School District  
100 N. University Dr., Ste. SW172  
Fort Worth, Texas 76107  
Attn: Legal Department

To TCCD: Tarrant County College Northwest Campus  
4801 Marine Creek Parkway WFSC 1208  
Fort Worth, TX 76179  
(817) 515-7770  
Attn: Arrick Jackson, Ph.D., Vice President of Community and Industry  
Education Services

Tarrant County College Northeast Campus  
828 W. Harwood Road  
Hurst, TX 76054

(817) 515-6502  
Attn: Jerry Zumwalt, M.A., Vice President of Community and Industry  
Education Services

Copy to: Tarrant County College District  
1500 Houston Street  
Fort Worth, Texas 76102  
Attn: Angela Robinson, Lead Legal Council

To FWFD: City of Fort Worth Fire Department  
Bob Bolen Public Safety Training Complex  
505 W. Felix  
Fort Worth, Texas 76115  
(817) 392-6849  
Attn: David Coble, City of Fort Worth Assistant Chief

Copy to: City of Fort Worth  
1000 Throckmorton Street  
Fort Worth, Texas 76102  
(817) 392-7600  
Attn: Leann Guzman, City of Fort Worth Senior Assistant City Attorney

5. **Right of Revocation.** Any party may terminate this Agreement on 120 days' written notice to the other parties. Termination may occur immediately upon the breach of this Agreement by any of the parties. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the College, FWFD, or Fort Worth ISD, the making of a misrepresentation or false statement by any of the parties' duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework.
6. **Assignment.** No party may assign their interest in the Agreement without the written permission of the other parties.
7. **Limitations of Authority.**
  - A. No party has authority for and on behalf of the others except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous agreements, letters, understanding or oral agreements between College, FWFD, and Fort Worth ISD related to the Fire Academy Service Training Center and Emergency Medical Services Program. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
  - C. No party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of College, FWFD, and Fort Worth ISD legal advisors and Board of Trustees.



- D. No party may incur any debt, obligation, expense, or liability of any kind against the others without the others' express written approval.
8. **Waiver.** The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. **Applicable Law.** This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. **Venue.** Venue to enforce this Agreement shall lie exclusively in Tarrant County, Texas.
11. **Miscellaneous Provisions.**
- A. No party shall have control over the other parties with respect to its hours, times, employment, etc.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this Agreement shall comply with all Federal, State and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines for High School programs during the term of this Agreement, the new guidelines shall prevail and shall cause the parties to execute an amendment to the Agreement if necessary.
  - D. The parties have executed multiple originals and multiple counterparts of this Agreement, each of which shall be considered an original document.
  - E. In order for TCCD to offer Continuing Education Units (CEUs) to students of Fort Worth Independent School District, the College must comply with its internal policies and regulations, the rules and guidelines of the Southern Association of Colleges and Schools Commission on Colleges, the Texas Higher Education Coordinating Board, and the State of Texas. In the matters of curriculum and instruction, the College must be able to demonstrate it is in sole and complete control of the curriculum and the instructor with sole and complete control defined to mean the College has the authority and right to establish, review, and modify, if appropriate, the curriculum, to approve\disprove any instructor(s) and to cause an instructor to be removed from the teaching and learning environment, if appropriate. Signature of the undersigned indicates agreement with, and acceptance of, these requirements.

**FOR TARRANT COUNTY COLLEGE  
DISTRICT:**

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L. J. Gates Black, Ed.D.                      Date  
Vice Chancellor for Academic Affairs and  
Student Success





**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVE ACCEPTANCE OF SPECIAL WARRANTY DEED FOR  
CONVEYANCE OF LAND FROM TEXAS CHRISTIAN UNIVERSITY TO  
FWISD FOR PARKING FOR PASCHAL HIGH SCHOOL**

**BACKGROUND:**

Texas Christian University will convey land at 2110 West Berry St, known as Lot 10-R, Block 27, Prospect Heights, Fort Worth, Texas (Property) at no cost to the District. However, costs for taking ownership of the land, such as a survey, re-platting, etc. will not exceed \$10,000. The following four conditions pertain to the conveyance of the property: (1) The land is to be used solely as a non-commercial parking lot for vehicles by the students, employees, guests, invitees of the adjacent Paschal High School. (2) FWISD has 180 days from the date of the deed diligently pursue to complete the construction of a parking lot and related improvements, including site work, layout, design, materials, irrigation and landscaping on the property to be approved by the grantor, thus maintaining the appearance and aesthetics of the Berry Street corridor. (3) FWISD must also at its sole cost and expense, maintain irrigation systems and all landscaping. (4) No encumbrances may be made against the property, except as collateral for a tax exempt bond financing transaction.

FWISD must comply with the parking requirements set forth by the City of Fort Worth. Some of the current Paschal High School parking will be displaced because of the athletic additions being made to the campus under the bond program. This property conveyance will satisfy the parking requirement. Due to pending variables, the cost to pave the parking lot is not known at this time. The paving project will be brought forward for Board approval at such time as the pending variables are resolved.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Acceptance of Special Warranty Deed for Conveyance of Land from Texas Christian University to FWISD for Parking for Paschal High School.
2. Decline to Approve Acceptance of Special Warranty Deed for Conveyance of Land from Texas Christian University to FWISD for Parking for Paschal High School.
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Acceptance of Special Warranty Deed for Conveyance of Land from Texas Christian University to FWISD for Parking for Paschal High School.

**FUNDING SOURCE**

*Additional Details*

General Fund

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

**COST:**

Not to exceed \$10,000

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Sole Source

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Paschal High School

**RATIONALE:**

The City of Fort Worth has parking space requirements. Since parking will be compromised at Paschal High School due to the construction of athletic facilities, obtaining this land is an effective and efficient way to comply with the City's requirements.

**INFORMATION SOURCE:**

Art Cavazos  
Elsie Schiro

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

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**SPECIAL WARRANTY DEED WITH CONDITIONAL LIMITATIONS AND REVERTER**

**THE STATE OF TEXAS**

**§**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF TARRANT**

**§**

**§**

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**THAT** the undersigned, **TEXAS CHRISTIAN UNIVERSTIY**, a Texas non-profit corporation (hereinafter called "Grantor"), for and in consideration of the sum of **TEN DOLLARS (\$10.00)** cash, and other good and valuable consideration in hand paid to Grantor, the receipt and sufficiency of which consideration is hereby acknowledged, has **GRANTED, SOLD and CONVEYED**, and by these presents does hereby **GRANT, SELL and CONVEY** unto the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district, whose address is \_\_\_\_\_, **Attn:** \_\_\_\_\_ (hereinafter called "Grantee"), all that certain land situated in Tarrant County, Texas, more particularly described as follows, **TO-WIT:**

Lot 10-R, Block 27, Prospect Heights, an addition to the City of Fort Worth, according to the plat recorded in Cabinet B, Slide 849, of the Plat Records of Tarrant County, Texas;

**TOGETHER WITH** all improvements, fixtures, easements, rights-of-way, licenses, interests, rights, privileges and appurtenances appertaining thereto, if any. (Said real property together with any and all of such improvements, appurtenances, rights and interests collectively referred to as the "**Property**");

This conveyance is also made by Grantor and accepted by Grantee subject to the those restrictions, covenants, conditions, reservations and easements of whatsoever nature, relating to the Property listed on **Exhibit A** attached hereto and incorporated herein, and to all zoning laws, regulations, statutes, restrictions and ordinances of any municipal and/or other governmental authorities, and taxes, if any, for the portion of year 2016 commencing with the date of this deed, which Grantee assumes and agrees to pay (collectively referred to herein as the "**Exceptions to Conveyance and Warranty**").

**THIS CONVEYANCE IS MADE BY GRANTOR AND ACCEPTED BY GRANTEE WITH THE EXPRESS UNDERSTANDING AND AGREEMENT** *that this conveyance shall be effective for only so long as:*



1. (a) Grantee continues to own the Property and (b) the Property is used by Grantee solely for the purpose of a non-commercial parking lot for the parking of vehicles by the students, employees, guests, invitees, and agents of Grantee's adjacent R.L. Paschal High School or a permanent building as part of R.L. Paschal High School and for no other purpose whatsoever; provided, however, Grantee may, for a period of one hundred eighty (180) days beginning on the date of this deed, use the Property as a construction staging area in relation to the construction of improvements on the R.L. Paschal High School campus, and after such 180-day period the use of the Property shall be restricted as described above. If the Property ceases to be owned by Grantee or used as a parking lot or a permanent building as part of R.L. Paschal High School as described above all right, title and interest conveyed by this deed shall automatically revert to and vest in Grantor, Grantor's successors and assigns, without the necessity of any further act on the part of or on behalf of Grantor, it being the intent of Grantor to convey a determinable estate to Grantee; and

2. Grantee, within one hundred eighty (180) days of the date of this deed, commences, and thereafter diligently pursues to completion, the construction of a parking lot and related improvements, including site work, layout, design, materials, irrigation and landscaping on the Property in a good and workman like manner and in strict conformance with plans and specifications prepared by Grantor and approved in advance in writing by Grantor. Such improvement may be repaired or replaced without obtaining Grantor's prior approval, so long as the repair or replacement is completed in accordance with the plans and specifications previously approved by Grantor and consistent with maintaining the appearance and aesthetics of the Berry Street corridor in a first-class manner. If the Grantee fails to commence and complete the construction of such improvements to the Property or fails to make repairs or replacements as provided above, all right, title and interest conveyed by this deed shall automatically revert to and vest in Grantor, Grantor's successors and assigns, without the necessity of any further act on the part of or on behalf of Grantor, it being the intent of Grantor to convey a determinable estate to Grantee; and

3. Grantee at all times, at its sole cost and expense, maintains all landscaping, irrigation systems, and other existing or permitted improvements on the Property in a first-class condition and so as to enhance the appearance and aesthetics of the Berry Street corridor. Grantee's maintenance obligation herein includes prompt (i) trimming plants, shrubbery, and trees, (ii) irrigation of all sod, ground covering, trees, plants, and shrubs, (iii) replacement of the landscaping and other improvements as needed, (iv) repair of the irrigation system so that it functions properly and making necessary replacements of damaged or worn out equipment and lines, as needed, and (v) keeping the Property in neat, orderly clean and first-class condition. If the Grantee fails to maintain the Property and improvements as provided above, upon the expiration of thirty (30) days from the date of written notice from Grantor of the failure of Grantee to comply with the maintenance condition set forth above, sent by certified mail return receipt requested to Grantee's principal administrative offices in Fort Worth, Texas, all right, title and interest conveyed by this deed shall automatically revert to and vest in Grantor, Grantor's successors and assigns, without the necessity of any further act on the part of or on behalf of Grantor, it

being the intent of Grantor to convey a determinable estate to Grantee (notwithstanding anything contained in this sub-section 3 to the contrary Grantor shall one (1) time during each calendar year provide Grantee with the opportunity to cure any such failure within twenty (20) days of written notice from Grantor sent to Grantee specifying such failure at the address and by the means set forth above in this sub-section 3) ; and

4. Grantee does not place or allow, except as collateral for a tax exempt bond financing transaction, (i) any lien, claim or encumbrance upon the Property or (ii) any matter affecting title to the Property other than those in effect on the date hereof and set forth on Exhibit A attached hereto. If the Grantee places or allows, except as collateral for a tax exempt bond financing transaction, (i) any lien, claim or encumbrance upon the Property or (ii) any matter affecting title to the Property other than those in effect on the date hereof and set forth on Exhibit A attached hereto, and fails to remove same within thirty (30) days from the date of written notice to Grantee demanding removal, sent by certified mail return receipt requested to Grantee's principal administrative offices in Fort Worth, Texas, all right, title and interest conveyed by this deed shall automatically revert to and vest in Grantor, Grantor's successors and assigns, without the necessity of any further act on the part of or on behalf of Grantor, it being the intent of Grantor to convey a determinable estate to Grantee.

(1, 2, 3 and 4 above are collectively referred to herein as the "Conditional Limitations").

**TO HAVE AND TO HOLD** unto the said Grantee, its successors and assigns forever, the Property **TOGETHER WITH** all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, subject to the Exceptions to Conveyance and Warranty and the Conditional Limitations, Grantor does hereby bind itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise.

**THE PROPERTY IS CONVEYED "AS IS, WHERE IS, WITH ALL FAULTS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (i) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY, (iii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY INTEND TO CONDUCT THEREON, (iv) THE COMPLIANCE OF OR BY THE**

PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, (v) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY, AND (vi) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY, AND GRANTEE SHALL NOT SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (i) THROUGH (vi) ABOVE.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 2016.

**GRANTOR:**

TEXAS CHRISTIAN UNIVERSITY,  
a Texas non-profit corporation

By:  
Its:

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

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

Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2016, by \_\_\_\_\_, \_\_\_\_\_ of TEXAS CHRISTIAN UNIVERSITY, a Texas non-profit corporation, on behalf of said non-profit corporation.

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

**GRANTEES' ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AFTER RECORDING, RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**EXCEPTIONS TO CONVEYANCE AND WARRANTY**

1. The following restrictive covenants of record itemized below:

Volume B, Page 849, Plat Records, Tarrant County, Texas

2. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: 5 foot utility easement  
Affects: North  
Recording No: Volume B, Page 849, Plat Records, Tarrant County, Texas

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: 20 foot x 20 foot public open space easement  
Affects: Southwest corner  
Recording No: Volume B, Page 849, Plat Records, Tarrant County, Texas

4. Impact Fees as evidenced by plat recorded in Volume B, Page 849, Plat Records, Tarrant County, Texas.

5. Matters contained in that certain document

Entitled: Ordinance  
Dated: February 9, 1955  
Executed by: City of Fort Worth  
Recording Date: March 15, 1955  
Recording No: Volume 2839, Page 523 Real Property Records, Tarrant County, Texas

Which provides for, among other things: Easement reserved.

Reference is hereby made to said document for full particulars.

6. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated June 1, 2007, recorded June 14, 2007 at under Clerk's File No. 0207207450 of the Official Records of Tarrant

County, Texas, which document contains the following language: "interest in and to all oil, gas and other minerals." Reference to which instrument is here made for particulars.

7. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated June 20, 2007, by and between Brent R. Hyder and Whitney Hyder More, as Lessor, and Four Sevens Resources Company, as Lessee, recorded June 20, 2007 at under Clerk's File No. 0207215190 of the Official Records of Tarrant County, Texas. Reference to which instrument is here made for particulars.
8. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated June 1, 2007, recorded October 25, 2010 at under Clerk's File No. D210263804 of the Official Records of Tarrant County, Texas, which document contains the following language: "interest in and to all oil, gas and other minerals." Reference to which instrument is here made for particulars.
9. Matters contained in that certain document

Entitled: Surface Waiver Agreement  
Dated: November 29, 2010  
Executed by: Brent Rowan-Hyder and Whitney Hyder More  
Recording Date: November 30, 2010  
Recording No: under Clerk's File No. D210294740, Real Property Records,  
Tarrant County, Texas

Reference is hereby made to said document for full particulars.

**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVE RENEWAL OF VEHICLE AND MAINTENANCE SUPPLY PROGRAM INTERLOCAL AGREEMENT**

**BACKGROUND:**

The Vehicle Repair and Maintenance Supply Program Interlocal Agreement is a contract detailing the agreement between the City of Fort Worth (City of FW) and Fort Worth Independent School District (FWISD). The purpose of this Interlocal Agreement is to re-establish a vehicle loan exchange program to enhance classroom instruction at the FWISD Automotive Technology and Automotive Collision campuses. There will be no exchange of money between the City of FW and FWISD for this agreement. This is a renewal of the Interlocal Agreement.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Renewal of Vehicle and Maintenance Supply Program Interlocal Agreement
2. Decline to Approve Renewal of Vehicle and Maintenance Supply Program Interlocal Agreement
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal of Vehicle and Maintenance Supply Program Interlocal Agreement

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

\$0

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

High Schools campuses with FWISD Automotive Technology and Automotive Collision programs which include Dunbar High School, North Side High School, O. D. Wyatt High School and Trimble Technical High School

**RATIONALE:**

This community partnership provides students with a variety of modern vehicles to practice technical skills that are aligned to national and state standards learned in the automotive programs.

**INFORMATION SOURCE:**

Charles Carroll  
Lila Boydston  
Vanessa Cantu-Barrera



**MEMO**

*cc*

Alma Charles, Ed.D.  
Career and Technical Education Executive Director  
100 N. University Dr., Ste. SW180 Fort Worth, Texas 76107  
OFFICE 817.814.1800, FAX 817.814.1805  
alma.charles@fwisd.org



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

**ACTION REQUIRED**

To: Charles Carroll  
Chief Academic Officer  
Date: July 18, 2016  
Subject: Interlocal Agreement-City of Fort Worth Vehicle Repair and Maintenance Supply Program

Attached you will find the interlocal agreement between Fort Worth Independent School District (FWISD) and the City of Fort Worth. This agreement is for the continuation of the City of Fort Worth to provide students in the FWISD Automotive and Collision Programs the opportunity to perform vehicle repair and maintenance on the City's vehicles with parts and tools supplied by the City of Fort Worth. This will provide FWISD Automotive and Collision Program students with the real life experience that is needed to become highly skilled employees of the future. There will be no exchange of money between FWISD and the City of Fort Worth for this agreement.

Should you have questions, please contact Lila Boydston, CTE Coordinator, at (817) 814.1813.

/lb

Attachment

**RECEIVED**

JUL 18 2015

Deputy Superintendent

RECEIVED

AUG 23 2016

CITY OF FORT WORTH  
CITY SECRETARY

**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT



CITY SECRETARY  
CONTRACT NO.

48112

## **VEHICLE REPAIR AND MAINTENANCE SUPPLY PROGRAM**

### **INTERLOCAL AGREEMENT**

#### **BETWEEN THE CITY OF FORT WORTH AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the City of Fort Worth, Texas a home-rule municipal corporation (hereinafter referred to as "City"), acting by and through its duly authorized Assistant City Manager, and the Fort Worth Independent School District, (hereinafter referred to as "Fort Worth ISD"), each referred to separately as a "party" and collectively as the "parties" and is made pursuant to the authority granted by Chapter 791 of the Texas Government Code.

WHEREAS, Chapter 791 of the Texas Government Code, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, Fort Worth ISD has established early college education programs in accordance with Section 29.908 of the Texas Education Code; and

WHEREAS, the parties to this Agreement desire to establish a Vehicle Repair and Maintenance Supply Program in which Fort Worth ISD's students under the supervision of Fort Worth ISD's instructors will perform vehicle repair and maintenance on the City's vehicles with parts and tools supplied by the City as part of Fort Worth ISD's Automotive and Collision Programs in order for Fort Worth ISD to train students to be highly skilled employees of the future; and

WHEREAS, this Agreement will prepare high school students for successful career and educational futures by allowing the students to receive training in performing vehicle repair and maintenance on a variety of vehicle makes and models to help improve student awareness and experiences; and

WHEREAS, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each party finds that the performance of this Agreement is in the common interest of the parties, that the undertaking will benefit the public interest and is made for a public purpose, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

**OFFICIAL RECORD  
CITY SECRETARY  
FT. WORTH, TX**

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties to this Agreement mutually agree to the following:

1. **Scope of Agreement and Limitations of Authority:** The parties agree as follows:

A. **Duties of Fort Worth ISD.** Fort Worth ISD shall have the following duties:

- (1) Fort Worth ISD will coordinate with the City to arrange for the drop-off and pick-up of the City's vehicles, parts and tools.
- (2) Fort Worth ISD will request that the City provide Fort Worth ISD with vehicles with repair needs that align with the current standards and skills being taught by Fort Worth ISD.
- (3) Fort Worth ISD will monitor the classroom to ensure that all of the City's vehicles, parts and tools remain in the same physical condition that they were in prior to delivery to Fort Worth ISD.
- (4) Fort Worth ISD will maintain and complete Sublet Forms and Work Orders provided by City. Fort Worth ISD will maintain a running log documenting all of the City's vehicles, parts and tools delivered to Fort Worth ISD, all of the City's vehicles, parts and tools that have been returned to the City, and all maintenance and repair performed on the City's vehicles. Fort Worth ISD shall deliver a copy of the completed Sublet Form, Work Order and running log to the City upon request by the City.
- (5) Fort Worth ISD shall properly secure all vehicles, parts and tools provided by the City inside Fort Worth ISD's automotive shops. Fort Worth ISD shall store all keys to the City's vehicles in a locked location separate from the City's vehicles any time the City's vehicle are not being used.
- (6) Fort Worth ISD shall report to the City any damage to or theft of the City's vehicles, parts or tools within one (1) business day of discovering the damage or theft.
- (7) Fort Worth ISD shall monitor all students performing maintenance and repair on the City's vehicles and shall inspect and approve all work performed by students on the City's vehicles to ensure all maintenance and repair is performed in accordance with automotive repair industry standards.
- (8) Fort Worth ISD shall allow the City to obtain any vehicles, parts or tools the City has provided to Fort Worth ISD upon request of the City.

B. **Duties of the City.** The City shall have the following duties:

- (1) The City will submit a Sublet Form, Work Order, diagnosis and any necessary replacement parts or tools to Fort Worth ISD for each City vehicle delivered to Fort Worth ISD.

- (2) The City shall be financially responsible for transporting the City's vehicles, parts and tools to and from Fort Worth ISD campuses.
- (3) The City shall coordinate with Fort Worth ISD to arrange the drop-off and pick-up dates and times for the City's vehicles, parts and tools.
- (4) The City shall attempt to deliver City vehicles with repair needs that align to the current standards and skills being taught by Fort Worth ISD.
- (5) The City shall supply the necessary parts and tools needed for the repair of the City's vehicles.
- (6) The City will not require Fort Worth ISD to replace stolen or vandalized parts.
- (7) The City shall attempt to provide Fort Worth ISD with a substitute vehicle, part or tool at any time that the City needs to obtain a vehicle, part or tool that is owned by the City from Fort Worth ISD.
- (8) The City shall inspect all maintenance and repairs performed by Fort Worth ISD on the City's vehicles.

**C. Media and Public Relations.** The City shall manage media and public relations regarding this Agreement in accordance with City policies and procedures. The Fort Worth ISD shall manage media and public relations regarding this Agreement in accordance with Fort Worth ISD policies and procedures.

2. **Liability:** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with all claims for damages, costs and expenses to any person or property that may arise out of or be occasioned by this Agreement or any of its activities, or from any act or omission of any employee or invitee of the parties to this Agreement. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.
3. **Term:** The initial term of this Agreement is in full force and effect beginning with the date of final execution by all parties and ending August 31, 2017. This Agreement shall be automatically renewed for additional one (1) year periods beginning on September 1 of each year, unless either party provides notice to the other party of its intent to terminate this agreement not less than thirty (30) days before the end of the current term.
4. **Termination:** Either party to this Agreement may terminate this Agreement on thirty (30) days written notice to the other party.

5. **Assignment:** Neither City nor Fort Worth ISD will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of the other party.
  
6. **Limitations of Authority:**
  - A. No party has authority for and on behalf of the other party except as provided in this Agreement. No other authority, power, partnership, or use of rights are granted or implied. It is expressly understood that the employees, methods, and facilities of the City shall at all times be under its exclusive jurisdiction, direction and control. It is understood that the employees, methods, and facilities of the Fort Worth ISD shall at all times be under its exclusive jurisdiction, direction and control.
  
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the City and Fort Worth ISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
  
  - C. No party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the City and Fort Worth ISD's legal advisors and Board of Trustees.
  
  - D. No party may incur any debt, obligation, expense, or liability of any kind against the other party without the other party's express written approval.
  
7. **Remedies:** No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder. The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
  
8. **Applicable Law:** This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
  
9. **Venue:** Venue to enforce this Agreement shall lie exclusively in Tarrant County, Texas.
  
10. **Severability:** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held

to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11. **Authorization:** The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other party that any necessary resolution or actions extending such authority have been duly passed and are now in full force and effect.
12. **Notices:** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To the City:

Wayne Corum  
Asst. Property Management Director  
City of Fort Worth  
1000 Throckmorton St.  
Fort Worth, Texas 76102  
817-392-5118

To Fort Worth ISD:

Alma Charles, Ed. D.  
Executive Direct Career Technical Education  
Fort Worth Independent School District  
100 N. University Dr., Ste., SW 180  
Fort Worth, Texas 76107  
817-814-1800

With a Copy To:

Legal Counsel  
Fort Worth Independent School District  
100 N. University Dr., Ste. SW 172  
Fort Worth, Texas 76107

13. **Right to Audit:** Fort Worth ISD agrees that the City shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Fort Worth ISD involving transactions relating to this Agreement. Fort Worth ISD agrees that the City shall have access during normal working hours to all necessary Fort Worth ISD facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Fort Worth ISD reasonable advance notice of intended audits. The City shall be responsive for its own costs in conducting an audit.

**14. Miscellaneous Provisions:**

- A. No party shall have control over the other party with respect to its hours, times, or employees.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this Agreement shall comply with all federal, state and local laws.
- C. The parties have executed multiple originals and multiple counterparts of this Agreement, each of which shall be considered an original document.

EXECUTED on the 23<sup>rd</sup> day of August, 2016.

**BY CITY OF FORT WORTH:**



Jesus J. Chapa,  
Assistant City Manager

Date: 8-23-16

**ATTEST:**



Mary J. Kayser  
City Secretary



**APPROVED AS TO FORM AND LEGALITY:**

M&C No.: N/A



Richard A. McCracken  
Assistant City Attorney

M&C Date: \_\_\_\_\_

Date: 8/22/16

Form 1295 Certification: N/A

**BY FORT WORTH INDEPENDENT SCHOOL DISTRICT:**



Alma Charles  
Executive Director Career Technical Education



7/24/14

Date: 7/18/16



APPROVED AS TO LEGAL FORM AND SUFFICIENCY FOR FORT WORTH ISD ONLY.

  
\_\_\_\_\_

Ramona Soto  
Legal Counsel

Date: 7/10/16



**ACTION AGENDA ITEM  
BOARD MEETING  
NOVEMBER 15, 2016**

**TOPIC: APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT  
AND TEXAS TECH UNIVERSITY**

**BACKGROUND:**

The following Memorandum of Understanding (MOU) explains collaboration between Texas Tech University College of Education (TTUCOE) and Fort Worth ISD, with a goal of improving educator preparation and FWISD student achievement. This is essentially a “student teacher” program that is performance and competency based, where TTU students “student teach” for a full year. There is no cost associated with this MOU.

FWISD essential responsibilities include:

- 1) Finding placements for the student teachers
- 2) Allowing for video-capturing of certain lessons taught
- 3) Collaborating with the TTU Coordinator
- 4) Providing student performance data for these classrooms, with names and identification numbers removed

TTUCOE essential responsibilities include:

- 1) Providing Bilingual and ESL student teachers
- 2) Providing a coordinator and instructors for the program
- 3) Providing video-capture equipment
- 4) Providing training for Student Teacher and FWISD Cooperating Teacher for co-teaching model and TAP observation rubric

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Memorandum of Understanding (MOU) between the Fort Worth Independent School District and Texas Tech University
2. Decline to Approve the Memorandum of Understanding (MOU) between the Fort Worth Independent School District and Texas Tech University
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Memorandum of Understanding (MOU) between the Fort Worth Independent School District and Texas Tech University

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Texas Tech University

**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**

T. A. Sims ES, Maude Logan ES, S. S. Dillow ES, Christene Moss ES, Seminary Hills Park ES, Alice Contreras ES, Hubbard Hts. ES, D. McRae ES

**RATIONALE:**

Although there is no obligation on our part to hire these individuals upon graduation, there is an emphasis from TTU to train them for the FWISD. TTU has assured us that their training will provide us with outstanding candidates for our classrooms

**INFORMATION SOURCE:**

Cynthia Rincon  
Yassmin Lee

**Parties.** Texas Tech University (TTU), through its College of Education at Texas Tech University (TTUCOE) and its Information Technology Division (TTUITD) are collaborating with Fort Worth Independent School District (Fort Worth ISD) to improve educator preparation, with an end goal of improving Fort Worth ISD student achievement.

WHEREAS, the parties to this MOU desire to continue their support of the TechTeach Teacher Preparation Program through the 2018-2019 school year, serving elementary grade-levels in high need areas (Elementary Bilingual, ESL, and Special Education).

**Purpose.** The purpose of this Memorandum of Understanding (MOU) is to articulate the goals and responsibilities for reform, and to specify each party's responsibilities associated with implementing the TechTeach Teacher Preparation Program (the "Program").

To accomplish the goals of the MOU, representatives of the school district (FWISD), Texas Tech (TTUCOE) and Tarrant County Community College District will meet three times each year to review program data, discuss implementation of the program, and plan for future needs of the district. On a day-to-day basis, a site coordinator, who is a Texas Tech employee, will provide support to teacher candidates placed in Fort Worth ISD schools, collaborate with building administrators, and cooperating teachers, and contribute to the governance meetings with district and community college partners. The Site Coordinator will be governed by TTU and subject to state and federal law, FWISD policies; as well as the rules and guidelines established by the Texas Education Agency;

**A. COLLABORATIVE GOALS:**

*Goal 1*

Design and implement within Fort Worth ISD, a district-based, clinically intensive teacher education program with the aim of mentoring TTUCOE students who are undergraduate students preparing to be teachers ("Teacher Candidates") to become rated as highly competent in their subject-area, pedagogy and, by the second year of teaching, to produce student achievement gain scores greater than the district average; and

*Goal 2*

Establish a framework for transferring de-identified Fort Worth ISD student data between the Fort Worth ISD and TTUITD for the purposes of monitoring and evaluating the preparation and effectiveness of Teacher Candidates who are working in Fort Worth ISD.

**B. TTUCOE RESPONSIBILITIES**

*Related to Goal 1:*

- 1) Screen and recruit talented and committed Teacher Candidates into competency-based teacher education programs.
- 2) Offer district immersion-style, competency-based teacher education programs in certification areas of expressed Fort Worth ISD need (e.g., Elementary Bilingual, ESL, and Special Education.)
- 3) Use Teacher Candidate clinical competency data (i.e. information about subject-area, pedagogy, impact on formative and summative student achievement) to modify and adjust teacher education programs to better foster graduates' mastery of competencies. Clinical competency data will include the regular and frequent use of video-capture as one mechanism by which improvement of Teacher Candidates' instructional practices is achieved. In recognition of the sensitivity of this practice, video of candidates' instruction will be captured under the district media permission (see C.4. below) in the following manner:
  - a. Capture of video. TTUCOE will:
    - i. Center the Teacher Candidate as the focal point of the video;
    - ii. Unless otherwise required, the camera will be positioned in the classroom in such a manner so as to minimize capture of Fort Worth ISD students' faces, though some incidental exposure is likely; and

- iii. Direct its Teacher Candidates to determine with Cooperating Teachers (Fort Worth ISD teachers under whom TTUCOE Teacher Candidate work) the identity of any students that have circumstances forbidding recording – and in such cases, the student or the camera will be positioned in such a way so as to not capture this student in the recording. The Cooperating Teacher will be responsible for ensuring such students are not included in the video capture. The student exception will be documented by the Teacher Candidate.
- b. Handling and storage of video capture. TTUCOE will:
  - i. Restrict only authorized individuals to access videos; TTU will integrate access controls by requiring TTU network account credentials (eRaider) to view video content. Access authorization will be established by the TTUCOE Program director with concurrence from the dean, and communicated to the TTU IT Division;
  - ii. Prepare all Teacher Candidates to utilize the Frontline Technologies Group, LLC application (or Frontline application), a video capture software solution, for any recording associated with TTUCOE course assignments or performance assessments;
  - iii. Train Teacher Candidates to upload to the secure Frontline site all video associated with course assignments or performance assessments within 24 hours of capture;
  - iv. Ensure the use of the Frontline application provides the security assurances necessary for recording in classroom. Video captured with the Frontline application is automatically and permanently erased from the device, once uploaded to the secure website;
  - v. Coordinate maintenance of video on the secure Frontline website for a period not to exceed 10 years from time of capture; and
  - vi. In the event of contract termination with Frontline, TTU will retain all video content, and will store the content on a TTUCOE server at the TTU University Data Center, with strict access controls remaining in place. Note that if another vendor is engaged, TTUCOE will require that the new vendor comply with the terms of this MOU, as well as TTU Operating Policies, including the TTU IT Security Policies.
- c. Use of video for instructional purposes. TTUCOE will upload video to the secure Frontline site:
  - i. For purpose of self-observation and self-evaluation of instructional practices;
  - ii. To be used by TTU faculty members for purposes of observation and evaluation of the Teacher Candidates' instructional skill;
  - iii. To be used for purposes of Program evaluation;
  - iv. To be used by TTU researchers to extract data relevant to instructional competencies of Teacher Candidates, for the purposes of studying teacher skill development and to share findings with the scientific community, contingent on TTU Institutional Research Board Human Subjects Committee review and approval; and
  - v. In no case will images of students appear in a public forum for purposes of self, candidate, Program evaluation, or for purposes of research presentation unless the identity of students is completely masked (e.g., blurring of facial or other identifying features).
- 4) Dedicate a full-time person to serve as a Program coordinator and district liaison ("TTU Program Coordinator"). Contingent on enrollment, and TTU resources, TTU may provide a second TTU Program Coordinator.
- 5) Work with Fort Worth ISD personnel to collaboratively select, train, support, and evaluate Fort Worth ISD teachers serving as Cooperating Teachers to Teacher Candidates.
- 6) Require its Teacher Candidates to abide by the rules of conduct contained within the TTUCOE Student Handbook and the Fort Worth ISD Policies and Procedures. In the event of non-academic student misconduct that violates criminal law or requires disciplinary action, all applicable Fort Worth ISD and TTUCOE policies will be followed.
- 7) Brief all staff involved in the Teacher Candidate evaluation process on all standard data collection security procedures, and the criticality of protecting student identity from unauthorized disclosure.
- 8) Prior to working with Fort Worth ISD students in classrooms, TTUCOE will inform its Teacher Candidates of any requirements to submit to any security screens imposed by Fort Worth ISD, including a fingerprint background check.
- 9) Provide a TTUCOE liaison to work with Fort Worth ISD technology operations.

10) Secure rights to use the CEI-SPS survey tool.

The CEI-SPS collects information about four relevant educational constructs:

- a. Student Learning: How teachers use content and pedagogical knowledge to help students learn, understand, and improve.
- b. Student-Centered Environment: How teachers create an environment that responds to individual students' backgrounds, strengths, and interests.
- c. Classroom Community: How teachers cultivate a classroom learning community where student differences are valued.
- d. Classroom Management: How teachers foster a respectful and predictable learning environment.

The CEI-SPS survey instrument (see Appendix A) does not ask questions concerning any sensitive personal content concerning sexual, criminal, or traumatic events of the student or the family member. All data collected concerns the learning environment, and relative educational supports in the classroom.

*C. FORT WORTH ISD RESPONSIBILITIES*

*Related to Goal 1:* Fort Worth ISD will inform parents of the teacher assessment activity, and explain the measures taken to specifically avoid video capturing their students. Fort Worth ISD will:

- 1) Collaborate with TTUCOE to identify schools, principals, and up to 100 Cooperating Teachers to participate in the Program's teacher preparation initiative, and support fidelity of implementation;
- 2) If space is available, provide a school-based classroom to be used for TTU Teacher Candidate coursework that is sufficient in size to hold up to 30 Teacher Candidates and equipped with all the technologies commonly available in most classrooms within designated school building;
- 3) Provide office space for the TTU Program Coordinator on, at least, one campus where TTU Teacher Candidates are placed. The space should be secure, and adequate for administrative duties and conferences with individual Teacher Candidates. If no space can be provided at a campus, then a similar space can be utilized at a Fort Worth ISD administrative office location;
- 4) Acknowledge on its parent-permission form that media coverage includes the use of video-capture technology in classrooms; and
- 5) Permit the twice-yearly administration of the *Colorado Education Initiative's Student Perception Survey* (CEI-SPS), a K-12 student survey. The online survey is designed to elicit students' perceptions of (a) what helps them learn, (b) how teachers use student strengths, and (c) how classroom environments help students feel valued and respected. Under the supervision of the Cooperating Teacher, TTU will administer the CEI-SPS with students in grades 2-12 (see Appendix A), and a developmentally appropriate, paper-pencil version will be used with students in Kindergarten and Grade 1 (e.g., 6 statements vs. 34) (see Appendix B). The data generated by the use of CEI-SPS will permit Teacher Candidates to develop interventions aimed at improving all students' engagement, especially those who have historically struggled with school engagement and achievement. Data generated from the use of the survey will be used for an "improvement" assignment in Teacher Candidates' courses. At no time will student-level results be reported in an identifiable manner.

*Related to Goal 2:*

Using the list provided by TTUITD (E.1., below), Fort Worth ISD will provide a collection of data tables containing the following information about Fort Worth ISD students taught by Cooperating Teachers working with Teacher Candidates (CT-TC pairs); and a second collection of tables with achievement data from students in the classes taught by inservice teachers who are matched to the CT-TC pairs based on past and present value-added (or student-growth) scores, grade, and tested content. For example, if a CT in the pair has "above one year's growth" in Grade 8 Math last year and "at one-year's growth" in the current year, then the corresponding sample would be comprised of student scores of those taught by two inservice teachers who also produced a similarly-ranked growth score for the past and current years. The achievement data along with the comparison data is necessary to verify the impact that

Teacher Candidates might have on student achievement during the year-long student-teaching practicum.

TTUCOE understands that value-added data may not be available from Fort Worth ISD each year. When available, the MOU provides that value-added scores will be provided by Fort Worth ISD, but in years when this variable is not calculated, Fort Worth ISD is under no obligation to provide it.

- 6) For each student on the roster of classes taught by mentor and matched teachers, Fort Worth ISD will provide to TTUITD (if available) twice yearly (January and June) the following student data:
- a. Teacher ID
  - b. Teacher Last Name and First Name
  - c. Teacher value-added code (green, yellow, red)
  - d. Ethnic code
  - e. Gender
  - f. Economic disadvantage code (free and reduced lunch)
  - g. Special education status
  - h. Student gain/growth score for previous two years (if available)
  - i. State Assessment Test scores by subject/content area and Grade level reported as written in the data file provided by the state
  - j. State Assessment Test scores by standard (criteria) reported as written in the data file provided by the state
  - k. Date of Testing/Semester
  - l. Course Title
  - m. Performance Level (STAAR)
  - n. Limited English status
  - o. G&T status
  - p. At-risk indicator
  - q. Mobility (moves per year)
  - r. Disciplinary counts
  - s. Attendance counts
  - t. Campus code
  - u. Campus name

An example set of table fields is included for reference below.

**Memorandum of Understanding  
Teacher-Preparation Program**

<b>STUDENT</b>	<b>TEACHER</b>	<b>STAAR</b>
YEAR	YEAR	YEAR
TERM	TERM	TERM
DISTRICT	DISTRICT	DISTRICT
CAMPUS_NAME	CAMPUS_NAME	CAMPUS_NAME
CAMPUS_CODE	CAMPUS_CODE	CAMPUS_CODE
TTU_NUMBER	TTU_NUMBER	ADMIN_DATE
ETHNIC_CODE	COURSE	TTU_NUMBER
GENDER	COURSE_TITLE	TEACHER_ID
ECONOMIC_DISADV	SECTION	GRADE_LEVEL
SPEC_ED	PERIOD	CONTENT_AREA
LIMITED_ENGL	SUBJECT	TEST_LANGUAGE
GT	TEACHER_ID	RAW_SCORE
AT-RISK	TEACHER_LAST_NAME	SCALE_SCORE
MOBILITY_COUNT	TEACHER_FIRST_NAME	PERFORMANCE_LEVEL
DISCIPLINARY_COUNT	TEACHER_VALUE_ADDED	STAAR Progress Measure
ATTENDANCE_COUNT		<STANDARD 1>_SCORE
		<STANDARD 2>_SCORE
		<STANDARD 3>_SCORE

- 7) This list will be created in the following manner so that student demographic and performance data will be de-identified, and only presented in aggregate form.
  - a. Fort Worth ISD will take two steps in de-identifying the data to be transferred to TTUITD:
    - i. Requested data will be consolidated into two tables, identifying students by their Fort Worth ISD student ID; and
    - ii. Fort Worth ISD will generate a unique, random number to be used only to identify students in data exchanges with TTUITD.
  - b. Fort Worth ISD will transfer the de-identified data to TTUITD that will then provide the data to TTUCOE.
  - c. Fort Worth ISD, as the custodian of the confidential student data, will maintain the translation tables and at no time will share the conversion tables with anyone at TTU. Only Fort Worth ISD will have the ability to match individual student identity with the data being transferred.
  
- 8) Provide to TTUITD all the data fields itemized in C.6. for the Fort Worth ISD students of TTU Teacher Candidates if they are hired by Fort Worth ISD, beginning for the school year 2016-2017 and extending to the termination date of this MOU. Additional provisions:
  - a. If available, Fort Worth ISD will also provide value-added scores for this group of teachers, and all detailed value-added data collected for that teacher, as defined by the project leadership group.
  - b. Where possible, permit TTUCOE to administer the CEI-SPS to Fort Worth ISD students in the classes taught by Teacher Candidates ultimately hired by Fort Worth ISD.



- c. The data compiled for Teacher Candidates hired by Fort Worth ISD may be delivered separately, but in the same manner described in the aforementioned data exchange guidelines.

**D. JOINT TTUCOE AND FORT WORTH ISD RESPONSIBILITIES**

- 1) Administer the CEI-SPS survey. The CEI-SPS will be administered online by TTUCOE via a secure portal developed by TTU partner, National Institute for Excellence in Teaching (NIET). The portal will be used to administer the survey two times during the school year (i.e., once in September and once in April) by each Cooperating Teacher/Teacher Candidate (CT/TC) pair (see Joint responsibilities, Section D).
- 2) For each administration of the CEI, the following steps will be followed:
  - a. Under the supervision of the Cooperating Teacher, Teacher Candidates will administer the CEI-SPS. For students in grades 2 to 12, the survey will be administered electronically. For students in Kindergarten and Grade 1, the abbreviated survey will be administered using a “small-group response” paper/pencil form; and Teacher Candidates will manually enter students’ responses into a data portal in order to permit data visualization (e.g., trends across grade levels) (see 5.c. below).
  - b. To complete the electronic survey, 2<sup>nd</sup> - 12<sup>th</sup> grade students will login to a secure URL using a unique numeric code. This code will allow students’ responses to be linked to demographic variables and past achievement results. These results will be viewable only by the Cooperating Teacher and the Teacher Candidate, much like any classroom-based formative or summative assessment.
  - c. Via the portal, NIET will use student responses to produce student-level response reports (i.e., data visualization) showing perceptions in the four survey categories. Data will be displayed in the aggregate, and then disaggregated by salient demographic groupings. All identifiable CEI-SPS data will be viewable only to CT-TC pairs, and will not be uploaded to the NIET portal or any other TTU data system.
  - d. Using the aggregate, disaggregated, and identifiable reports, Teacher Candidates will develop data-guided goals and action plans for improving their students’ perceptions in the four survey areas.
  - e. The administration of this research-based survey instrument and the subsequent planning of actionable goals and progress monitoring is all part of an important, yearlong assignment for TTU’s Teacher Candidates.
  - f. Paper survey instruments will be maintained by the TTU Primary Investigator (“PI”) in a locked, secure location for one year, and then properly discarded according to all applicable retention policies. After the data is entered in to the portal, no one but the PI will have access to the paper surveys.

**E. TTUITD RESPONSIBILITIES**

*Related to Goal 2:*

- 1) TTUITD will provide Fort Worth ISD with the names of specific Cooperating Teachers to be included in the data request as outlined in C.6., above.
- 2) TTUITD will periodically evaluate the data collection and security processes, to ensure adherence to the data and information security guidelines delineated in this MOU. Any violation of these terms will result in the immediate discontinuance of data collection processes.
- 3) TTUITD will use procedures to maintain anonymity of individual Fort Worth ISD students. Pursuant to this MOU, TTUITD will only have access to de-identified information for Fort Worth ISD students, and further, will not seek the data ID translation table enabling identification of individual Fort Worth ISD students associated with the demographic and assessment data being transferred. No exceptions will be granted under this MOU.
- 4) TTUITD will provide Fort Worth ISD with the names of specific Teacher Candidates hired by Fort Worth ISD for whom data is requested as outlined in C.6., above.

Memorandum of Understanding  
Teacher-Preparation Program

F. CONTACTS

Technical contacts for the MOU execution described herein are as follows:

TTUITD

Katherine A. Austin, Ph.D.  
Assistant Vice President  
Office of the CIO  
Texas Tech University  
kathy.austin@ttu.edu  
(806) 742-5156

Mike Simmons  
Managing Director  
Application Development and Support, TTUITD  
Texas Tech University  
mike.simmons@ttu.edu

TTUCOE

Doug Hamman, Ph.D.  
Professor & Chair, Department of Teacher Education  
Texas Tech University  
doug.hamman@ttu.edu  
(806) 834-4113

Fort Worth Independent School District

Cynthia Rincon  
Chief of Human Resources  
Fort Worth ISD  
cynthia.rincon@fwisd.org  
(817) 814-2724

Yassmin Lee, Ph.D.  
Executive Director Talent Acquisition &  
Development  
Fort Worth ISD  
yassmin.lee@fwisd.org  
(817) 814-2727

Implementation and further technical contacts will be exchanged upon execution of the MOU.

**Memorandum of Understanding  
Teacher-Preparation Program**

Executive contacts for this MOU:

TTUITD

Sam Segran  
Chief Information Officer  
Office of the CIO  
Texas Tech University  
sam.segran@ttu.edu

(806) 742-5151

Fort Worth Independent School District

Kent Paredes Scribner, Ph.D.  
Superintendent  
Fort Worth Independent School District  
kent.scribner@fwisd.org

(817) 814-2000

**G. NOTICE**

Notice under this MOU must also be written and delivered to the person or department named below: (1) by hand delivery, (2) by United States mail, or (3) by email. Notice will be effective upon physical delivery of the notice by messenger service; or, four (4) business days after the date of mailing by certified mail, return receipt requested; or upon acknowledgement of notice by the email recipient, either by return receipt or reply email. If no email receipt or reply has been received by the sender within one business day from emailing the notice, the notice is deemed incomplete and sender must send notice by messenger or certified mail.

If to TTU:                      Texas Tech University  
   Contracting  
   PO Box 41094  
   Lubbock, TX 79409  
   Purchasing.contracting@ttu.edu

If to ISD:                      Fort Worth Independent School District  
   Attn: Cynthia Rincon  
   100 N. University Drive  
   Fort Worth, Texas 76107  
   cynthia.rincon@fwisd.org

**H. MODIFICATIONS/TERMINATION**

This MOU shall be effective upon signature by both parties and expires June 30, 2019. This MOU may be amended at any time by mutual written agreement of the parties. Either party may terminate this MOU without cause and without penalty by providing forty-five (45) days prior written notice to the other party.

**I. USE OF DATA**

Throughout the term of this MOU, and upon termination, each party shall be solely responsible for data in its possession, and neither party shall have the authority to access, use, or disclose transferred data for purposes other than those outlined in this MOU. The parties agree to abide by applicable laws with respect to access, use, disclosure, and/or disposal of data. Applicable law includes but is not limited to Family Educational Rights and Privacy Act (FERPA). Except as defined under this MOU, neither party will disclose data to another party for any reason unless required by law.

**J. RELEASE OF INFORMATION**

The parties agree to coordinate the voluntary release of information related to this MOU.

**K. GOVERNING LAW**

This MOU is governed by and interpreted under Texas law.

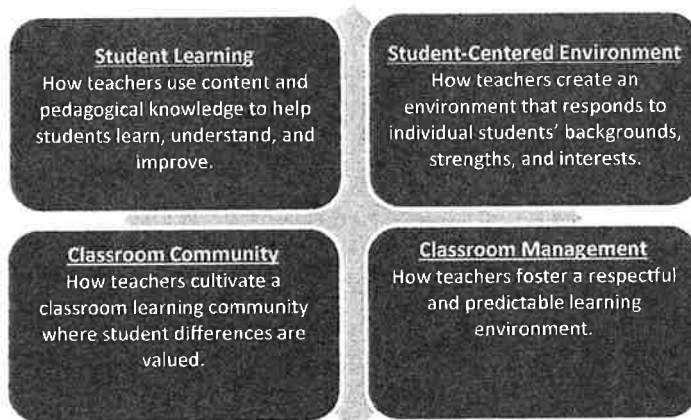


Appendix A  
Description of the CEI-SPS



**Colorado's Student Perception Survey - Grades 3-5**

Colorado's Student Perception Survey is a 34 question<sup>1</sup> instrument that measures elements of student experience that have been demonstrated to correlate most closely to a teacher's ability to positively impact student growth. Students are asked to indicate how frequently they experience each item with a response scale of *always, most of the time, some of the time, and never*. The survey is organized by four elements<sup>2</sup>:



There are two versions of Colorado's Student Perception Survey: one for grades 3 - 5 and another for grades 6 - 12. The survey items for grades 3 - 5 are listed below and the version for grades 6 - 12 can be found at [www.coloradoedinitiative.org/studentsurvey/](http://www.coloradoedinitiative.org/studentsurvey/).

**Student Learning: How teachers use content and pedagogical knowledge to help students learn, understand, and improve.**

- The schoolwork we do helps me learn.
- What I learn in this class is useful to me in my real life.
- In this class, we learn a lot almost every day.
- My teacher makes sure that we think hard about things we read and write.
- When the work is too hard, my teacher helps me keep trying.
- In this class, it is more important to understand the lesson than to memorize the answers.
- My teacher uses a lot of different ways to explain things.
- My teacher knows when we understand the lesson and when we do not.
- Our classroom materials and supplies have a special place and things are easy to find.
- In this class, we learn to correct our mistakes.

<sup>1</sup> A number of items on the Colorado SPS were adapted from items made available for non-commercial use through the Measures of Effective Teaching (MET) Project, funded by the Bill & Melinda Gates Foundation.

<sup>2</sup> For administration purposes, survey items should be in the order that is outlined in our [administration materials](#) not by survey element.

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My teacher tells us what we are learning and why.

My teacher asks questions to be sure we are following along.

My teacher talks to me about my work to help me understand my mistakes.

My teacher writes notes on my work that help me do better next time.

The schoolwork we do is interesting.

**Student-Centered Environment:** *How teachers create an environment that responds to individual students' backgrounds, strengths, and interests.*

My teacher wants us to share what we think.

My teacher teaches us to respect people's differences.

My teacher knows what makes me excited about learning.

My teacher talks about things we learn in other classes, subjects, and years.

If I am sad or angry, my teacher helps me feel better.

My teacher would notice if something was bothering me.

The people we learn and read about in this class are like me.

My teacher knows what my life is like outside of school.

My teacher knows what is important to me.

Students feel comfortable sharing their ideas in this class.

**Classroom Community:** *How teachers cultivate a classroom learning community where student differences are valued.*

My teacher cares about me.

In this class, I feel like I fit in.

I feel like an important part of my classroom community.

I ask for help when I need it.

I feel like I do a good job in this class.

**Classroom Management:** *How teachers foster a respectful and predictable learning environment.*

Our class stays busy and does not waste time.

Students in my class are respectful to our teacher.

My classmates behave the way my teacher wants them to.

All of the kids in my class know what they are supposed to be doing and learning.

Appendix B  
Developmentally Appropriate CEI-SPS

**K-1 Student Perception Survey**

*\*Pre-fill prior to making hard copies!*

**Teacher Candidate Name:**

**Date:**

**Grade( ): K 1**

**Student Name:**

**Directions:** The sentences below will be read aloud to you! Circle the word that tells what YOU think about each statement!



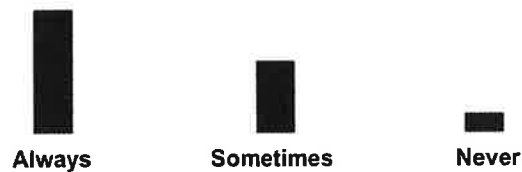
1. Students treat our teacher with respect. *(They look, listen, & follow directions)*



2. My classmates behave the way my teacher wants them to.



3. Our class stays busy and doesn't waste time.

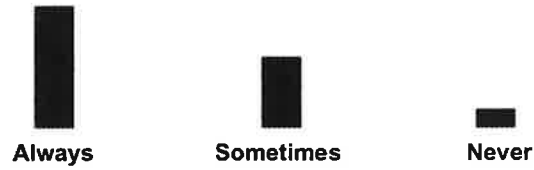




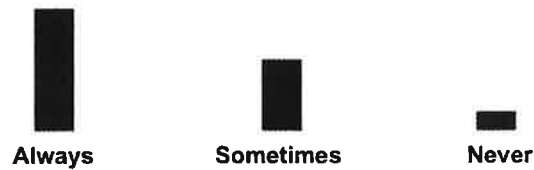
4. In this class, we learn a lot almost every day.



5. In this class, we learn how to correct our own mistakes.



6. My teacher cares about me.



\*Teacher Use Only  
Anecdotal Note? (                    ):



Recording K-I SPS Scores

Q. Answer Key:

- A - Always
- S- Sometimes
- N- Never

Student Name	Gender	Race	Q1	Q2	Q3	Q4	Q5	Q6
1-								
2-								
3-								
4-								
5-								
6-								
7-								
8-								
9-								
10-								
11-								
12-								
13-								
14-								
15-								
16-								
17-								
18-								
19-								
20-								
21-								
22-								
23-								

**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVE THE SELECTION OF THE DISTRICT'S TIME AND ATTENDANCE TRACKING SYSTEM AND APPROVE A BUDGET AMENDMENT TO ACCOMMODATE THE PURCHASE AND IMPLEMENTATION OF THE SYSTEM**

**BACKGROUND:**

The current Time and Attendance Software utilized by Fort Worth ISD is KRONOS, version 6.1.21. The final revision to KRONOS version 6.1.21 was made in April 2013. There are limitations with access due to the required use of JAVA 6.7 which is no longer supported. Therefore, Administration secured the Center for Educational Leadership and Technology (CELT) to assist in the procurement of the best time and attendance solution for Fort Worth ISD.

Administration, together with CELT and a team of District employees, conducted a needs assessment for a timekeeping system beginning in May 2016. The team included employees from the following groups:

- Payroll Department
- Employee Benefits
- Department of Technology
- Child Nutrition Services
- Transportation Department
- Custodial Services
- Maintenance Department
- Safety & Security Department
- Principals, Teachers, & Campus-based Staff
- Employee Group Representatives

On July 20, 2016, FWISD publicly released the Time and Attendance System Request for Proposal (RFP) 17-023 with a submission due date of August 18, 2016. Between August 23, 2016 and September 6, 2016, the project team evaluated the six technical proposals received. On September 8, 2016, the project team selected four vendors to present their time and attendance solution to the District. The demonstrations began September 23, 2016 and ended September 29, 2016. Based upon the technical requirements, vendor demonstrations, and costs, the evaluation committee scored KRONOS as the vendor who could accommodate the myriad of time keeping needs of the District. The KRONOS Workforce Central Suite includes:

Workforce Employee	Workforce Accruals
Workforce Manager	Workforce Attendance
Workforce Timekeeper	Attestation Toolkit
Workforce Mobile	KRONOS InTouch Terminals
Workforce Integration Manager	Full-Time/Part-Time Analysis Report
Workforce Leave	

The cost of the new system includes the purchase of new clocks/terminals. There are multiple reasons to purchase replacement clocks/terminals, as follows:

1. The current 4500 model will no longer be sold or supported after December 31, 2016.
2. The new Touch ID model will allow the District to utilize current technology with greater functionality. These clocks/terminals will be supported by KRONOS in future years
3. The Touch ID allows for:
  - a. Proximity Punching by using current employee identification badges at the terminal/clock with the iClass Chip
  - b. Multiple languages can be displayed at the terminal/clock
  - c. Additional functions for Employee Self Service are available

Furthermore, the Division of Technology recommends a strategic design change to purchase software that is vendor hosted. Reasons for this recommendation are:

1. It provides another layer of disaster recovery since the application and data is hosted off site in the event the District offices are affected by power/storms/fire, etc.
2. A vendor hosted solution stays current with software releases
3. FWISD has developed the infrastructure to handle the bandwidth requirements of a vendor hosted solution

Approval of this purchase will provide the District with the tools to more efficiently and accurately report newly required information to Teacher Retirement System of Texas (TRS), to report required information to the Internal Revenue Service under the Patient Protection and Affordable Care Act (ACA) and to streamline payroll processing. Approval will also allow FWISD to negotiate the “Best and Final” offer not to exceed the initial cost outlined below.

In order to accommodate the purchase and implementation of the KRONOS time and attendance tracking system for year one, it is necessary to ask the Board of Education to approve a budget amendment in the amount of \$450,000 transferring funds from Function 81 to Function 41. The cost of the new system was higher than originally budgeted. This transfer will not hinder any capital projects currently scheduled for completion prior to June 30, 2017 and budgeted in Function 81.

### **STRATEGIC GOAL:**

#### **2-Improve Operational Effectiveness and Efficiency**

### **ALTERNATIVES:**

1. Approve the Selection of the District's Time and Attendance Tracking System and Approve A Budget Amendment to Accommodate the Purchase and Implementation of the System
2. Decline to Approve the Selection of the District's Time and Attendance Tracking System and Approve A Budget Amendment to Accommodate the Purchase and Implementation of the System

3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Selection of the District's Time and Attendance Tracking System and Approve A Budget Amendment to Accommodate the Purchase and Implementation of the System

**FUNDING SOURCE**

*Additional Details*

General Fund

199-41-6299-001-750-99-412-000000

**COST:**

To spread the costs of the purchase of this system over a 5-year period, the District recommends a lease to own finance option-financing the 300 new clocks over a three (3) year period with a 0.0% interest rate.

Years 1 through 5 (Assuming a 4% Increase Each Year for Maintenance after Year 1)

<b>Year</b>	<b>Software, Hardware, &amp; Hardware/Firmware Maintenance</b>	<b>Hosting</b>	<b>Professional Services &amp; Training</b>	<b>Total</b>
1	\$353,875	\$204,000	\$195,600	\$753,475
2	\$561,540	\$204,000		\$765,540
3	\$215,972	\$204,000		\$773,847
4	\$224,611	\$204,000		\$428,611
5	\$233,595	\$204,000		\$437,595
5 year Cost				\$3,159,068

**VENDOR:**

KRONOS

**PURCHASING MECHANISM**

RFP 17-023 and Master Purchase Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District wide

**RATIONALE:**

Approval of the purchase and implementation of the latest “Cloud Based” hosted solution version of KRONOS allows for compliance in the following areas:

1. Payroll Processing
2. Patient Protection and Affordable Care Act (ACA)
3. Teacher Retirement System of Texas (TRS) requirements

**INFORMATION SOURCE:**

Elsie Schiro  
Max Ates  
Kyle Davie

The Vendor Evaluation Team consisted of FWISD staff representing multiple perspectives during the live software demonstrations by the selected vendors.

<b>Max Ates</b> Senior Officer – Payroll, Benefits & Risk Management	<b>David Megginson</b> IT Business Manager, Division of Technology	<b>Lourdes Raupe</b> Administrative Assistant, Riverside MS
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<b>Kim Cummings</b> Network Specialist Division of Technology	<b>Mcdeny Mojica</b> Director – Network Services Division of Technology	<b>Edward Spears</b> Director Adult Education
<b>Anthony Flores</b> Technician HCM Central Calling	<b>Rene’ Moore</b> Interim Director – Fiscal Compliance & District Records	<b>Darlene Todd</b> Administrative Assistant, Southwest HS
<b>Miguel Garcia</b> Director – Fort Worth Afterschool	<b>Shirley Morris</b> Director – Transportation	<b>Orlando Torres</b> Supervisor HCM Central Calling
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	<b>Aileen Martina-Quinones</b> Principal, Rosemont ES	

Functional Requirements Results of Responding Vendors

Section		Pts. Possible	Axsium		Kronos		NOVAtime Technology		TimeClock Plus		Workforce Software	
			Pts	%	Pts	%	Pts	%	Pts	%	Pts	%
1	Mandatory	60	60	100.0%	60	100.0%	60	100.0%	60	100.0%	60	100.0%
2	General	533	518	97.1%	518	97.2%	516	96.8%	514	96.4%	523	98.1%
3	System Design & Architecture	155	155	100%	155	100.0%	142	91.6%	124	80%	155	100.0%
4	Time and Attendance	972	969	100%	962	99.0%	972	100.0%	964	99.2%	972	100.0%
5	Pay Rules	165	165	100%	165	100.0%	165	100.0%	165	100.0%	165	100.0%
6	Leave Processing	173	173	100%	173	100.0%	173	100.0%	169	97.7%	173	100.0%
7	Workflow Processing	60	52	86.7%	60	100.0%	60	100.0%	60	100.0%	60	100.0%
8	Employee/Manager Time Entry Devices/Portal	239	228	95.2%	239	100.0%	239	100.0%	234	97.9%	239	100.0%
9	Reporting Requirements	470	470	100.0%	465	98.9%	466	99.1%	451	96.0%	470	100.0%
10	System Integration/Data Exchange Requirements	204	204	100.0%	204	100.0%	200	98.0%	204	100.0%	204	100.0%
	<b>Total:</b>	<b>3031</b>	<b>2993</b>	<b>98.7%</b>	<b>3001</b>	<b>99.0%</b>	<b>2993</b>	<b>98.7%</b>	<b>2945</b>	<b>97.2%</b>	<b>3021</b>	<b>99.7%</b>

Evaluation results of the written response to the RFP

<b>Vendor</b>	<b>Functional Requirements Appendix A Raw Score</b>	<b>Technical Written RFP Raw Score</b>	<b>Total Score</b>	<b>RFP Prorated Score</b>	<b>40% of RFP Points Awarded</b>	<b>Vendor Rank Order</b>
<b>Kronos</b>	<b>597.3</b>	<b>283.3</b>	<b>880.6</b>	<b>1000</b>	<b>400</b>	<b>1</b>
<b>NOVAtime Technology</b>	<b>593.6</b>	<b>234.8</b>	<b>828.4</b>	<b>941</b>	<b>376</b>	<b>2</b>
<b>Workforce Software</b>	<b>599.2</b>	<b>207.2</b>	<b>806.4</b>	<b>916</b>	<b>366</b>	<b>3</b>
<b>TimeClock Plus</b>	<b>585.1</b>	<b>154.6</b>	<b>739.7</b>	<b>840</b>	<b>336</b>	<b>4</b>
<b>Axsium</b>	<b>586.3</b>	<b>148.7</b>	<b>735.0</b>	<b>835</b>	<b>334</b>	<b>5</b>



Vendor Scores from Live Demonstrations (four vendors invited to demonstrate)

<b>Application Module</b>	<b>Axxium</b>	<b>Kronos</b>	<b>NOVAtime Technology</b>	<b>Workforce Software</b>
TAAS Overview	3.35	3.64	3.57	3.34
Access and Navigation	2.93	3.73	3.18	2.69
Configuration & Setup	3.28	3.87	3.05	2.36
Pay Rules Development	3.13	3.80	2.86	2.36
Leave Management	3.03	3.69	2.75	2.55
Check-in/Check-out & Absence Management	3.22	3.92	2.85	2.09
Employee/Manager Portal	3.10	3.97	3.02	2.52
Time & Attendance Error Correction	3.03	3.90	3.03	2.63
Rollout, Training, & Support	3.08	3.71	3.13	2.61
Query and Reporting	3.09	4.03	3.18	2.75
Access, Security, & Management of Access	2.92	3.68	3.16	2.63
TAAS Interfaces w/ FWISD Admin. Systems	2.68	3.66	3.06	2.44
Vendor Written Responses	3.58	3.13	3.51	2.77
<b>TOTAL:</b>	<b>3.11</b>	<b>3.75</b>	<b>3.10</b>	<b>2.59</b>

Item No.	5 Year Cost Analysis of Vendor Hosted Solution		Axsium	Kronos	NOVAtime Technology	TimeClock Plus	Workforce Software
	Application	Vendor:					
	<b>Time and Attendance System License</b>						
1	TAAS License Costs		\$1,177,928.08	\$1,277,624.63	\$2,079,000.00	\$2,665,000.00	\$2,250,000.00
	<b>TAAS Installation and Implementation Services</b>						
9	Vendor Project Management (on-site & off-site)		\$162,914.29	\$48,060.00	Included	\$64,000.00	\$80,000.00
10	Time and Attendance System Installation		\$288,182.86	\$18,000.00	Included	\$144.00	\$3,200.00
11	Configure/Customize TAAS to FWISD requirements		Included in #10	\$33,120.00	\$225,000.00		\$136,000.00
12	Appendix A - TAAS Functional Requirements customization		Included in #10	\$23,040.00	Included	\$72,000.00	\$8,000.00
13	Report Development Assistance - refer to Appendix C		\$67,428.57	\$4,320.00	Included		\$8,000.00
14	TAAS Operational Process Redesign Assistance		\$26,400.00	\$8,640.00	Included		
15	TAAS Data Conversion and Import		Not Quoted	N/A	Included	\$16,000.00	\$32,000.00
	<b>TAAS Data Interfaces:</b>						
16	Munis Finance/HR System Data Interfaces		\$28,571.43	\$5,760.00	Included	\$8,000.00	\$3,200.00
17	TeacherMatch interface		\$29,382.86	\$4,320.00	Included	\$6,400.00	\$8,000.00
18	Transfinder STMS interface		\$29,382.86	\$2,880.00	Included	\$3,200.00	\$8,000.00
19	ACA Interface		\$16,171.43	\$1,440.00	Included	\$3,200.00	\$8,000.00
20	Electronic "clock-in"/ clock-out" devices interface		\$20,611.43	N/A	Included		\$4,800.00
21	GPS & web-based and mobile devices interfaces		\$28,697.14	\$5,760.00	Included		\$8,000.00
	<b>TAAS Training Services</b>						
22	TAAS Training for Entire FWISD Staff Total		\$103,898.00		Train-the-Trainer		\$4,000.00
23	TAAS 6-month refresher training				Included		
24	TAAS 1-year refresher training				Included		
	<b>Infrastructure Costs</b>						
25	Vendor Hosting Services			\$1,020,000.00	Included		
26	Required Electronic Clock Hardware		\$341,699.00	\$966,544.78	\$992,100.00	\$1,386,900.00	\$741,000.00
	Travel Costs						
	<b>Total Cost:</b>		<b>\$2,321,267.95</b>	<b>\$3,419,509.41</b>	<b>\$3,296,100.00</b>	<b>\$4,224,844.00</b>	<b>\$3,302,200.00</b>

Time and Attendance RFP Total Points Summary for a Vendor Hosted Solution

Vendor	5-year Normalized Cost of Ownership	% of Cost Points	Eligible Cost Points	20% of Cost Points Awarded	Appendix A Raw Score	Written RFP Raw Score	Total Technical RFP Score	Prorated Technical Score	40% of Technical RFP Points Awarded	Demo Score 5-Point Scale	Prorated Demo Score	40% of Demo Points Awarded	Total Evaluation Points Awarded	Vendor Rank Order
<b>Kronos</b>	<b>\$ 3,419,509</b>	<b>67.9%</b>	<b>679</b>	<b>136</b>	<b>597.3</b>	<b>283.3</b>	<b>880.6</b>	<b>1000</b>	<b>400</b>	<b>3.75</b>	<b>1000</b>	<b>400</b>	<b>936</b>	<b>1</b>
Axsium	\$ 2,321,268	100.0%	1000	200	586.3	148.7	735.0	835	334	3.11	829	332	866	2
NOVAtime Technology	\$ 3,296,100	70.4%	704	141	593.6	234.8	828.4	941	376	3.10	827	331	848	3
Workforce Software	\$ 3,302,200	70.3%	703	141	599.2	207.2	806.4	916	366	2.59	691	276	783	4

The Vendor Evaluation Team consisted of FWISD staff representing multiple perspectives during the live software demonstrations by the selected vendors.

<b>Max Ates</b> Senior Officer – Payroll, Benefits & Risk Management	<b>David Megginson</b> IT Business Manager, Division of Technology	<b>Lourdes Raupe</b> Administrative Assistant, Riverside MS
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Functional Requirements Results of Responding Vendors

Section		Pts. Possible	Axsium		Kronos		NOVAtime Technology		TimeClock Plus		Workforce Software	
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10	System Integration/Data Exchange Requirements	204	204	100.0%	204	100.0%	200	98.0%	204	100.0%	204	100.0%
<b>Total:</b>		<b>3031</b>	<b>2993</b>	<b>98.7%</b>	<b>3001</b>	<b>99.0%</b>	<b>2993</b>	<b>98.7%</b>	<b>2945</b>	<b>97.2%</b>	<b>3021</b>	<b>99.7%</b>

Evaluation results of the written response to the RFP

<b>Vendor</b>	<b>Functional Requirements Appendix A Raw Score</b>	<b>Technical Written RFP Raw Score</b>	<b>Total RFP Score</b>	<b>Prorated Score</b>	<b>40% of RFP Points Awarded</b>	<b>Vendor Rank Order</b>
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<b>TimeClock Plus</b>	<b>585.1</b>	<b>154.6</b>	<b>739.7</b>	<b>840</b>	<b>336</b>	<b>4</b>
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Pay Rules Development	3.13	3.80	2.86	2.36
Leave Management	3.03	3.69	2.75	2.55
Check-in/Check-out & Absence Management	3.22	3.92	2.85	2.09
Employee/Manager Portal	3.10	3.97	3.02	2.52
Time & Attendance Error Correction	3.03	3.90	3.03	2.63
Rollout, Training, & Support	3.08	3.71	3.13	2.61
Query and Reporting	3.09	4.03	3.18	2.75
Access, Security, & Management of Access	2.92	3.68	3.16	2.63
TAAS Interfaces w/ FWISD Admin. Systems	2.68	3.66	3.06	2.44
Vendor Written Responses	3.58	3.13	3.51	2.77
<b>TOTAL:</b>	<b>3.11</b>	<b>3.75</b>	<b>3.10</b>	<b>2.59</b>

Item No.	5 Year Cost Analysis of Vendor Hosted Solution		Axsium	Kronos	NOVAtime Technology	TimeClock Plus	Workforce Software
	Application	Vendor:					
	<b>Time and Attendance System License</b>						
1	TAAS License Costs		\$1,177,928.08	\$1,277,624.63	\$2,079,000.00	\$2,665,000.00	\$2,250,000.00
	<b>TAAS Installation and Implementation Services</b>						
9	Vendor Project Management (on-site & off-site)		\$162,914.29	\$48,060.00	Included	\$64,000.00	\$80,000.00
10	Time and Attendance System Installation		\$288,182.86	\$18,000.00	Included	\$144.00	\$3,200.00
11	Configure/Customize TAAS to FWISD requirements		Included in #10	\$33,120.00	\$225,000.00		\$136,000.00
12	Appendix A - TAAS Functional Requirements customization		Included in #10	\$23,040.00	Included	\$72,000.00	\$8,000.00
13	Report Development Assistance - refer to Appendix C		\$67,428.57	\$4,320.00	Included		\$8,000.00
14	TAAS Operational Process Redesign Assistance		\$26,400.00	\$8,640.00	Included		
15	TAAS Data Conversion and Import		Not Quoted	N/A	Included	\$16,000.00	\$32,000.00
	<b>TAAS Data Interfaces:</b>						
16	Munis Finance/HR System Data Interfaces		\$28,571.43	\$5,760.00	Included	\$8,000.00	\$3,200.00
17	TeacherMatch interface		\$29,382.86	\$4,320.00	Included	\$6,400.00	\$8,000.00
18	Transfinder STMS interface		\$29,382.86	\$2,880.00	Included	\$3,200.00	\$8,000.00
19	ACA Interface		\$16,171.43	\$1,440.00	Included	\$3,200.00	\$8,000.00
20	Electronic "clock-in"/ clock-out" devices interface		\$20,611.43	N/A	Included		\$4,800.00
21	GPS & web-based and mobile devices interfaces		\$28,697.14	\$5,760.00	Included		\$8,000.00
	<b>TAAS Training Services</b>						
22	TAAS Training for Entire FWISD Staff Total		\$103,898.00		Train-the-Trainer		\$4,000.00
23	TAAS 6-month refresher training				Included		
24	TAAS 1-year refresher training				Included		
	<b>Infrastructure Costs</b>						
25	Vendor Hosting Services			\$1,020,000.00	Included		
26	Required Electronic Clock Hardware		\$341,699.00	\$966,544.78	\$992,100.00	\$1,386,900.00	\$741,000.00
	Travel Costs						
	<b>Total Cost:</b>		<b>\$2,321,267.95</b>	<b>\$3,419,509.41</b>	<b>\$3,296,100.00</b>	<b>\$4,224,844.00</b>	<b>\$3,302,200.00</b>



Time and Attendance RFP Total Points Summary for a Vendor Hosted Solution

Vendor	5-year Normalized Cost of Ownership	% of Cost Points	Eligible Cost Points	20% of Cost Points Awarded	Appendix A Raw Score	Written RFP Raw Score	Total Technical RFP Score	Prorated Technical Score	40% of Technical RFP Points Awarded	Demo Score 5-Point Scale	Prorated Demo Score	40% of Demo Points Awarded	Total Evaluation Points Awarded	Vendor Rank Order
<b>Kronos</b>	<b>\$ 3,419,509</b>	<b>67.9%</b>	<b>679</b>	<b>136</b>	<b>597.3</b>	<b>283.3</b>	<b>880.6</b>	<b>1000</b>	<b>400</b>	<b>3.75</b>	<b>1000</b>	<b>400</b>	<b>936</b>	<b>1</b>
Axsium	\$ 2,321,268	100.0%	1000	200	586.3	148.7	735.0	835	334	3.11	829	332	866	2
NOVAtime Technology	\$ 3,296,100	70.4%	704	141	593.6	234.8	828.4	941	376	3.10	827	331	848	3
Workforce Software	\$ 3,302,200	70.3%	703	141	599.2	207.2	806.4	916	366	2.59	691	276	783	4

**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVE FORMATION OF A DISTRICT OF INNOVATION  
COMMITTEE**

**BACKGROUND:**

The FWISD Board of Trustees voted in October to approve a resolution qualifying the district to develop a plan for community-involved innovation under the authority of HB1849 from the 84<sup>th</sup> Texas Legislature. A public hearing was held at the FWISD Board meeting on October 25, 2016, at which time the Board was notified that this item would be brought for consideration at the November 15, 2016, meeting of the Board of Trustees.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Formation of a District of Innovation Committee
2. Decline to Approve Formation of a District of Innovation Committee
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Formation of a District of Innovation Committee

**FUNDING SOURCE**

No Cost

***Additional Details***

Funds for administrative time and effort in committee formation will derive from the general Fund as part of administrative duties for the Academics and Policy Divisions. If additional funding for mailings and advertising are needed, those costs will be shared by those divisions.

**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**

District Wide

**RATIONALE:**

The Board has already participated in the first two required steps to designate the FWISD as a District of Innovation under the guidelines set forth in HB1849. This action item begins the process of working with our community stakeholders to engage them in looking for ways the district can do things better, more efficiently, or more creatively. This process, paired with the work currently underway with Engage2Learn and our Facilities Master Plan activities, should provide both the Board and the administration with a wealth of information from our community to move forward in ways that are flexible and appropriate for our local needs.

**INFORMATION SOURCE:**

Charles Carroll  
Sammy Monge

**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVE BOARD APPOINTMENTS TO THE DISTRICT ADVISORY COMMITTEE**

**BACKGROUND:**

Board policy provides for the appointment of parent, business, and community representatives to the District Advisory Committee (DAC) in a manner that provides appropriate representation of the community's diversity {Board Policy BQA (LOCAL) "Planning and Decision-Making Process"}. These representatives serve for two years and may be appointed for an additional two-year term.

Board policy and state law offer the following definitions:

1. A person that stands in parental relation to a student is considered a parent.
2. A parent who is an employee of the District is not considered a parent representative on the committee.
3. "Representatives of business need not reside in the District nor must their business be located in the District. The only requirement is that they are representative of business."
4. "Representatives of the community must reside in the District and must be at least 18 years old."

Applicants submitted an application and resume for review to be considered for appointment by the Board. These applications have been sent to all Board members for their review and consideration. Applications for all places were actively sought through the District webpage, shared with schools, personal contacts, key stakeholder organizations, and direct mailings to Board members. The terms of individuals appointed to these places will expire in November 2018.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Board Appointments to District Advisory Committee.
2. Decline to Approve Board Appointments to District Advisory Committee.
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Board decision.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Board of Education

**RATIONALE:**

The appointment of these individuals to the committee will comply with Board policy and state law.

<b>Place 13 - Elem. Parent (Appoint One)</b>	<b>Place 14 - MS Parent (Appoint One)</b>	<b>Place 15 - HS Parent (Appoint One)</b>	<b>Place 17 - POC/SOC Parent (Appoint One)</b>	<b>Places 18-19 Community Representative (Appoint Two)</b>	<b>Places 20-21 Business Representative (Appoint Two)</b>
Carin “CJ” Evans (District 5)	Cintya Segoviano (District 5)	Brent Beasley (District 5)	Alejandro Briseño (*Crowley)	Sara Murphy (District 7)	Patrick Winfield (District 6)
Lindsay Martin-Bilbrey (District 9)	Lisa Saucedo (District 6)	Karen Moore (District 6)	Lisa Saucedo (District 6)	Steven Poole (District 5)	Taylor Woods (District 5)
Courtney Wait (District 9)		Cintya Segoviano (District 5)		Stephanie Jackson (District 5)	Sue Buratto (District 5)
Cade Lovelace (District 9)		Lisa Saucedo (District 6)		Joe Greenslade (District 5)	Casey Tounget (District 5)
				Sydney L. Jones (District 9)	Charmaine Herron (*Crowley)
				Michele Martinez (District 6)	Angela Mitchell (*Arlington)
				David Olivares (District 9)	Davion Wallace (*Dallas)
				Mike Dry (District 7)	
				Daphne Brookins (District 4)	

**INFORMATION SOURCE:**

Sammy Monge

**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVAL OF COMPREHENSIVE ANNUAL FINANCIAL REPORT  
FOR THE YEAR ENDED JUNE 30, 2016**

**BACKGROUND:**

The Texas Education Agency (TEA) requires the Board to take action to approve or disapprove the District's Annual Comprehensive Financial Report within 150 days of the District's fiscal year end. The Comprehensive Annual Financial Report for the year ended June 30, 2016, has been completed for board review and action prior to submission to TEA on or before November 27, 2016.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Comprehensive Annual Financial Report for the Year Ended June 30, 2016
2. Decline to Approve The Comprehensive Annual Financial Report for the Year Ended June 30, 2016
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve The Comprehensive Annual Financial Report for the Year Ended June 30, 2016

**FUNDING SOURCE**

*Additional Details*

General Fund

Not Applicable

**COST:**

Note: Under separate board action, the Board of Education approved the external auditing firm of Weaver & Tidwell to perform this audit at a fee of \$129,000

**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**

Business & Finance

**RATIONALE:**

The Board is required to approve or disapprove the District's Comprehensive Annual Financial Report prior to the mandatory deadline to TEA

**INFORMATION SOURCE:**

Elsie I. Schiro  
Lori Boswell  
Michele Beck



# Certificate of Board

**Fort Worth Independent District**  
**Fort Worth, Texas**

Name of School

**Tarrant**  
County

**220-905**  
Co.-Dist. Num.

We, the undersigned, do hereby certify that the attached auditors' report of the above named school district was reviewed and \_\_\_\_\_ approved \_\_\_\_\_ disapproved (check one) for the year ended June 30, 2016, at the meeting of the board of school trustees of such school district on the 15<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Jacinto Ramos, Jr.  
Board President

\_\_\_\_\_  
Norman Robbins  
Board Secretary



**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVE CHANGE ORDERS FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE #007 (RFCSP#16-003)**

**BACKGROUND:**

On September 22, 2015, the Board of Education (BOE) approved the budget amendment and authorization to negotiate and enter into a contract with Reeder General Contractors, Inc. for the 2013 Capital Improvement Program Bid Package #007 (RFCSP#16-003). This package included two (2) schools – Kirkpatrick Middle School, TEA#049 and Kirkpatrick Elementary School, TEA#139. The work at both campuses consisted of an addition of a kitchen and new kitchen equipment and limited renovations of existing school areas. Negotiations with Reeder were completed and a contract in the amount of \$4,151,900 was issued and executed between the District and Reeder General Contractors, Inc.

Kitchen equipment modifications including dish washers and hot water dispensers require a change in the electrical and water supply infrastructure to accommodate converting from a 480 Volt to a 208 Volt system and allow drainage of water respectively. Compensation for this work totals \$10,804 for Kirkpatrick Middle School and \$11,080 for Kirkpatrick Elementary. CIP requests a budget increase of \$21,884 which will be covered with available funds within each school’s project budget and therefore does not require funding from Program Contingency. These changes to the general contractor agreement will be processed via change orders.

<b>Item</b>	<b>Current Construction Contract</b>	<b>Amount Requested</b>	<b>Revised Construction Contract</b>
TEA 049 Kirkpatrick Middle School	\$2,450,539	\$10,804	\$2,461,343
TEA 139 Kirkpatrick Elementary School	\$1,848,496	\$11,080	\$1,859,576
<b>TOTALS</b>	<b>\$4,299,035</b>	<b>\$21,884</b>	<b>\$4,320,919</b>

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Change Orders For The 2013 Capital Improvement Program Bid Package #007 (RFCSP#16-003)
2. Decline to Approve Change Orders For The 2013 Capital Improvement Program Bid Package #007 (RFCSP#16-003)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Change Orders For The 2013 Capital Improvement Program Bid Package #007 (RFCSP#16-003)

**FUNDING SOURCE**

*Additional Details*

CIP	681-81-6629-B39-049-99-000-000000 - \$ 10,804.00
	681-81-6629-B39-139-99-000-000000 - \$ 11,080.00
	TOTAL - \$ 21,884.00

**COST:**

\$21,884.00

**VENDOR:**

Reeder General 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 changes in the electrical and water supply infrastructure to accommodate converting from a 480 Volt to a 280 Volt system and allow drainage of water which cannot be covered with the available funds within the General Contractor's Agreement. The change order will be funded from within the campus budget and therefore does not require the use of Program Contingency.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVE CHANGE ORDERS FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE #009B (RFCSP#16-009)**

**BACKGROUND:**

On January 12, 2016, the Board of Education (BOE) approved the budget amendment and authorization to negotiate and enter into a contract with Steele & Freeman for the 2013 Capital Improvement Program Bid Package #009B (RFCSP#16-009). This package included one (1) school – McLean 6<sup>th</sup> Grade, TEA#069. The work consisted of a new kitchen addition and existing kitchen renovation. Negotiations with Steele & Freeman were completed and a contract in the amount of \$1,399,906 was issued and executed between the District and Reeder General Contractors, Inc.

The City Of Fort Worth implemented a requirement after the contract was executed to construct a two hour fire separation barrier at the transition between the kitchen and serving area. This change requires a new concentric diffuser and the construction of a furr down. This work totals \$7,669 which will be covered with available funds within the school’s project budget and not requiring funding from Program Contingency. This change to the general contractor agreement will be processed via change order.

Item	Construction Contract	Amount Requested	Revised Construction Contract
TEA 069 McLean 6 <sup>th</sup> Grade	\$1,399,906	\$7,669	\$1,407,575

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Change Order For The 2013 Capital Improvement Program Bid Package #009B (RFCSP#16-009)
2. Decline to Approve Change Order For The 2013 Capital Improvement Program Bid Package #009B (RFCSP#16-009)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Change Order For The 2013 Capital Improvement Program Bid Package #009B (RFCSP#16-009)

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B39-069-99-000-000000 - \$ 7,669.00

**COST:**

\$7,669.00

**VENDOR:**

Steele & Freeman

**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 construct a two hour fire separation barrier at the transition between the kitchen and serving area which cannot be covered with the available funds within the General Contractor's Agreement. The change order will be funded from within the campus budget and therefore does not require the use of Program Contingency.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVE CHANGE ORDERS FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE #041 (RFCSP#15-034)**

**BACKGROUND:**

On March 24, 2015, the Board of Education (BOE) approved the budget amendment and authorization to negotiate and enter into a contract with Cadence McShane Construction Company, LLC for the 2013 Capital Improvement Program Bid Package #041 (RFCSP#15-004). This package included one (1) school – Washington Heights, TEA 175. The work consisted of construction of the new Washington Heights Elementary School and the subsequent demolition of the existing campus. Negotiations with Cadence McShane Construction Company, LLC were completed and a contract in the amount of \$12,098,600 was issued and executed between the District and Cadence McShane Construction Company, LLC.

A medical lift was part of the general contractor scope for installation at a special needs classroom. Upon completion, the need for additional function of the lift was requested by FWISD to accommodate greater mobility of the unit beyond transportation to and from the restroom facility. Reconfiguration of the lift system costs totaled \$18,385. Also, the need for computer tables and desks was requested for art classrooms and other educational spaces totaling \$5,573. This additional scope of work totals \$23,958 which will be covered with available funds within the school’s project budget and therefore does not require funding from Program Contingency. This change to the general contractor agreement will be processed via change order.

Item	Current Construction Contract	Amount Requested	Revised Construction Contract
TEA 175 Washington Heights ES	\$12,098,600	\$23,958	\$12,122,558

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Change Order For The 2013 Capital Improvement Program Bid Package #041 (RFCSP#15-034)
2. Decline to Approve Change Order For The 2013 Capital Improvement Program Bid Package #041 (RFCSP#15-034)
3. Remand to staff for further study



**SUPERINTENDENT’S RECOMMENDATION:**

Approve Change Order For The 2013 Capital Improvement Program Bid Package #041 (RFCSP#15-034)

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B39-175-99-000-000000 - \$ 23,958.00

**COST:**

\$23,958.00

**VENDOR:**

Cadence McShane Construction Company, LLC

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

A change order is needed to purchase one medical lift and computer tables which cannot be covered with the available funds within the General Contractor's Agreement. The change order will be funded from within the campus budget and therefore does not require the use of Program Contingency.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVE BUDGET AMENDMENT AND AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACT WITH A GENERAL CONTRACTOR FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE #059 (RFCSP #17-006)**

**BACKGROUND:**

The process of advertising and releasing a Request for Competitive Sealed Proposals 17-006 for the construction of the 2013 CIP Bid Package 059 has been completed.

BP 059 includes the following projects:

TEA 057 – Rosemont Middle School	Scope: Renovation
TEA 067 – Rosemont 6th Grade Center	Scope: Kitchen Addition and Renovation

The Capital Improvement Program (CIP) seeks authorization from the Board to proceed with evaluations of the proposed bids and upon completion, conduct formal negotiations with the best value Contractor. 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 the transfer of up to \$350,000 from the Program Contingency account to the budget accounts of the two projects contained in BP 059; this reflects the variance between current budget and the anticipated cost of construction.

Bid Package	Current Construction Budget	Amount Requested	Revised Construction Budget
BP 059	\$ 1,640,745	\$350,000	\$1,990,745

Submissions were received, opened, and reviewed for completeness and validity.

**RFCSP Statistics**

Proposals requested: Open  
 Proposals received: 11/2/16  
 HUB Firms: 1  
 Compliant proposals: 3

The Evaluation and Selection Committee members will conduct an evaluation of the bids utilizing the published evaluation criteria. The bids received are as follows in alphabetical order:

1. Basecom, Inc
2. MDI General Contractors
3. RJM Contractors

**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 #059 (RFCSP #17-006)
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 #059 (RFCSP #17-006)
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 #059 (RFCSP #17-006)

**FUNDING SOURCE**

*Additional Details*

CIP	681-81-6629-B39-XXX-99-000-000000 - \$ 1,602,582 681-81-6629-B40-XXX-99-000-000000 - \$ 38,163	Subtotal - \$1,640,745
	681-81-6629-B47-999-99-000-000000 \$ 350,000	Subtotal - \$ 350,000
		Total - \$ 1,990,745

**COST:**

The contract amount will be negotiated with the best value General Contractor in an amount not to exceed \$1,990,745.

**VENDOR:**

To be determined upon evaluation

**PURCHASING MECHANISM**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

On January 22, 2008, the Board of Education authorized the District to use competitive sealed proposals (CSP) as the procurement method for projects in conjunction with the 2013 Capital Improvement Program. The CSP statutes for Texas were used to select the best value Contractor and will be used to negotiate and enter into a contract to provide these construction services.

On April 22, 2014, the Board of Education approved the Standard Form of Agreement and General Conditions for Construction. This approved template will be used to contract for these services. The negotiation and execution of this contract will follow the procedures established by Board policy and law.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 10/25/16	Adjustments BP 059	Revised 11/15/16
001	Amon Carter - Riverside High School	\$ 11,489,470		\$ 11,489,470
002	Arlington Heights High School	\$ 5,835,615		\$ 5,835,615
003	South Hills High School	\$ 6,910,372		\$ 6,910,372
004	Diamond Hill-Jarvis High School	\$ 4,260,282		\$ 4,260,282
005	Dunbar High School	\$ 4,108,194		\$ 4,108,194
006	Eastern Hills High School	\$ 2,221,464		\$ 2,221,464
008	North Side High School	\$ 1,820,074		\$ 1,820,074
009	Polytechnic High School	\$ 4,672,377		\$ 4,672,377
010	Paschal High School	\$ 13,255,291		\$ 13,255,291
011	Trimble Technical High School	\$ 2,316,621		\$ 2,316,621
014	Southwest High School	\$ 2,280,443		\$ 2,280,443
015	Western Hills High School	\$ 5,657,713		\$ 5,657,713
016	O.D. Wyatt High School	\$ 3,038,503		\$ 3,038,503
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	\$ 246,695		\$ 246,695
043	Wedgwood Sixth Grade School	\$ 2,621,803		\$ 2,621,803
044	Elder Middle School	\$ 3,289,665		\$ 3,289,665
045	Forest Oak Middle School	\$ 798,001		\$ 798,001
047	Handley Middle School	\$ 218,594		\$ 218,594
048	William James Middle School	\$ 1,106,050		\$ 1,106,050
049	Kirkpatrick Middle School	\$ 2,940,674		\$ 2,940,674
050	McLean Middle School	\$ 5,246,073		\$ 5,246,073
051	Meacham Middle School	\$ 413,659		\$ 413,659
052	Meadowbrook Middle School	\$ 1,027,274		\$ 1,027,274
053	Monnig Middle School	\$ 279,968		\$ 279,968
054	Morningside Middle School	\$ 1,909,219		\$ 1,909,219
056	Riverside Middle School	\$ 236,604		\$ 236,604
057	Rosemont Middle School	\$ 504,759		\$ 504,759
058	W.C. Stripling Middle School	\$ 419,438		\$ 419,438
059	J. Martin Jacquet MS	\$ 439,428		\$ 439,428
060	Wedgwood Middle School	\$ 301,283		\$ 301,283
061	Leonard Middle School	\$ 408,004		\$ 408,004
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	\$ 1,742,042		\$ 1,742,042
067	Rosemont 6th Grade	\$ 1,863,263	\$ 350,000	\$ 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	\$ 242,487		\$ 242,487
083	Young Men's Leadership Academy	\$ 4,348,149		\$ 4,348,149
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	\$ 1,475,915		\$ 1,475,915
105	West Handley Elementary School	\$ 6,500,118		\$ 6,500,118
107	Burton Hill Elementary School	\$ 161,214		\$ 161,214
110	Carroll Peak Elementary School	\$ 98,996		\$ 98,996
111	Carter Park Elementary School	\$ 1,693,246		\$ 1,693,246
114	Manuel Jara Elementary School	\$ 195,990		\$ 195,990
115	George C. Clarke Elementary School	\$ 1,818,369		\$ 1,818,369
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	\$ 2,769,455		\$ 2,769,455
122	Diamond Hill Elementary School	\$ 1,833,115		\$ 1,833,115
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	\$ 1,608,249		\$ 1,608,249

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 10/25/16	Adjustments BP 059	Revised 11/15/16
127	Christene C. Moss Elementary School	\$ 1,997,129		\$ 1,997,129
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	\$ 1,686,093		\$ 1,686,093
133	W. M. Green Elementary School	\$ 5,016,642		\$ 5,016,642
134	Greenbriar Elementary School	\$ 1,850,708		\$ 1,850,708
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	\$ 1,512,258		\$ 1,512,258
157	Luella Merrett Elementary School	\$ 3,221,517		\$ 3,221,517
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	\$ 1,971,632		\$ 1,971,632
162	Sagamore Hill Elementary School	\$ 195,961		\$ 195,961
163	Bruce Shulkey Elementary School	\$ 595,266		\$ 595,266
165	R.J. Wilson Elementary School	\$ 1,568,041		\$ 1,568,041
166	South Hi Mount Elementary School	\$ 217,768		\$ 217,768
167	South Hills Elementary School	\$ 136,169		\$ 136,169
168	Springdale Elementary School	\$ 3,584,620		\$ 3,584,620
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)	\$ 14,579,129		\$ 14,579,129
176	Waverly Park Elementary School	\$ 290,716		\$ 290,716
177	Westcliff Elementary School	\$ 138,659		\$ 138,659
178	Westcreek Elementary School	\$ 583,335		\$ 583,335
180	Western Hills Elementary School	\$ 3,741,198		\$ 3,741,198
184	Worth Heights Elementary School	\$ 241,893		\$ 241,893
186	David K. Sellars Elementary School	\$ 4,031,416		\$ 4,031,416
187	J.T. Stevens Elementary School	\$ 278,609		\$ 278,609
188	Atwood McDonald Elementary School	\$ 2,424,121		\$ 2,424,121
190	Riverside Applied Learning Center	\$ 172,506		\$ 172,506
194	Daggett Montessori	\$ 309,596		\$ 309,596
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	\$ 1,597,017		\$ 1,597,017
217	I.M. Terrell Elementary School	\$ 164,113		\$ 164,113
219	Lowery Road Elementary School	\$ 6,147,702		\$ 6,147,702
220	Alice Contreras Elementary School	\$ 1,631,479		\$ 1,631,479
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	\$ 240,461		\$ 240,461
227	Dolores Huerta Elementary School	\$ 241,467		\$ 241,467
241-Temp.#	Westpark Elementary School (New)	\$ 19,975,212		\$ 19,975,212
259-Temp.#	Van Zandt-Guinn Elementary School	\$ 11,895,561		\$ 11,895,561
350	Adult Education Center	\$ 91,869		\$ 91,869
834	Wilkerson-Greines Athletic Fields	\$ 180,108		\$ 180,108

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 10/25/16	Adjustments BP 059	Revised 11/15/16
835	Farrington Athletic Field	\$ 189,508		\$ 189,508
836	Scarborough-Handley Athletic Field	\$ 1,294,084		\$ 1,294,084
BP 027	Final amounts per school to be negotiated	\$ 735,629		\$ 735,629
BP 023	Final amounts per school to be negotiated	\$ 1,388,393		\$ 1,388,393
BP 012	Final amounts per school to be negotiated	\$ 1,643,537		\$ 1,643,537
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	\$ 4,300,759		\$ 4,300,759
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 1,922,854	\$ (350,000)	\$ 1,572,854
B47	Owner's Program Contingency - Prop 2	\$ 1,050,000		\$ 1,050,000
OCP	Contingency from Scope Adjustments	\$ (0)		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ 1,814,921		\$ 1,814,921
TEC	Contingency Transfer from Technology	\$ 2,500,000		\$ 2,500,000
		<b>\$ 359,869,165</b>	<b>\$ -</b>	<b>\$ 359,869,165</b>
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	<b>2013 CIP Grand Total</b>	<b>\$ 489,860,000</b>		<b>\$ 489,860,000</b>



**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACT WITH A GENERAL CONTRACTOR FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM BID PACKAGE 060 (RFCSP #17-008)**

**BACKGROUND:**

The process of advertising and releasing a Request for Competitive Sealed Proposals 17-008 for the construction of the 2013 CIP Bid Package 060 has been completed.

BP 060 includes the following projects:

TEA 006 Eastern Hills High School	Scope: Addition/Renovation
TEA 836 Scarborough-Handley Athletic Fields	Scope: New Construction/Renovation

The Capital Improvement Program (CIP) seeks authorization from the Board to proceed with evaluations of the proposed bids and upon completion, conduct formal negotiations with the best value Contractor.. 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.

<b>Bid Package</b>	<b>Current Construction Budget</b>	<b>Amount Requested</b>	<b>Revised Construction Budget</b>
BP 060	\$2,216,836	\$0	\$2,216,836

Submissions were received, opened, and reviewed for completeness and validity.

**RFCSP Statistics**

Proposals requested: Open  
Proposals received: 4  
HUB Firms: 2  
Compliant proposals: 4

The Evaluation and Selection Committee members will conduct an evaluation of the bids utilizing the published evaluation criteria. The bids received are as follows in alphabetical order:

1. Imperial Construction, Inc.
2. Phillips May Corporation
3. RJM Contractors
4. Tegrity Contractors, Inc.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization To Negotiate And Enter Into Contract With A General Contractor For The 2013 Capital Improvement Program Bid Package 060 (RFCSP #17-008)
2. Decline to Approve Authorization To Negotiate And Enter Into Contract With A General Contractor For The 2013 Capital Improvement Program Bid Package 060 (RFCSP #17-008)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Negotiate And Enter Into Contract With A General Contractor For The 2013 Capital Improvement Program Bid Package 060 (RFCSP #17-008)

**FUNDING SOURCE**

*Additional Details*

CIP	681-81-6629-B39-006-99-000-000000	\$ 1,157,920
	681-81-6629-B40-006-99-000-000000	\$ 24,320
		Subtotal - \$ 1,182,240
	681-81-6629-B39-836-99-000-000000	\$ 1,014,895
	681-81-6629-B40-836-99-000-000000	\$ 19,701
		Subtotal - \$ 1,034,596
		Total - \$ 2,216,836

**COST:**

The contract amount will be negotiated with the best value General Contractor in an amount not to exceed \$2,216,836.

**VENDOR:**

To be determined upon evaluation

**PURCHASING MECHANISM**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

On January 22, 2008, the Board of Education authorized the District to use competitive sealed proposals (CSP) as the procurement method for projects in conjunction with the 2013 Capital Improvement Program. The CSP statutes for Texas were used to select the best value Contractor and will be used to negotiate and enter into a contract to provide these construction services.

On April 22, 2014, the Board of Education approved the Standard Form of Agreement and General Conditions for Construction. This approved template will be used to contract for these services. The negotiation and execution of this contract will follow the procedures established by Board policy and law.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**ACTION AGENDA ITEM  
BOARD MEETING  
November 15, 2016**

**TOPIC: APPROVE THE MINUTES FOR THE AUGUST 29, 2016, SEPTEMBER 12, 2016, SEPTEMBER 19, 2016, AND OCTOBER 3, 2016 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:**

Goal 1: Increase Student Achievement

Goal 3: Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve the Minutes for the August 29, 2016, September 12, 2016, September 19, 2016 and October 3, 2016 Racial Equity Committee Meetings
2. Decline to Approve the Minutes for the August 29, 2016, September 12, 2016, September 19, 2016 and October 3, 2016 Racial Equity Committee Meetings
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Minutes for the August 29, 2016, September 12, 2016, September 19, 2016 and October 3, 2016 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 Campuses

**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:**

Equity Committee



**FORT WORTH ISD MISSION:**  
PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
RACIAL EQUITY COMMITTEE**

**MEETING MINUTES**

**MONDAY, AUGUST 29, 2016 at 4:00 p.m.**

**FWISD BOARD CONFERENCE ROOM, 2903 Shotts, St., Fort Worth, TX 76107**

**COMMITTEE MEMBERS Present:**

Breed, Sherry	Jones, Cara	Paz, Ashley
Clark, Rickie	Jones, Trevone	Phillips, Quinton
Griffith, Barbara	Mattingly, Cissy	Ramos, Jr., Jacinto
Grover, Barbara	Monge, Sammy	Scribner, Dr. Kent P.
Haynes, Jr., Pastor Ivy	Moore, Jerry	Walker, Carlos
Hickman, Dr. Olga	Moss, Christene	Hudson, Tony (visitor/presenter) - WebEx
Hodges, Charles	Muñoz, Dr. Robert	Versalles, Luis (visitor/presenter) - WebEx

**COMMITTEE MEMBERS Absent:**

Alphonse, Jimmy	Ibarra, Jesus	Rogers, Andrea
Brigance, Kevin	Johnson, Steven	Robbins, Norman
Cabello, Dianna	Lindsey, Devon	
Gravelle, Elizabeth	Poullard, Eric	

Christene Moss called the meeting to order at 4:07 p.m.

**CALL TO ORDER**

- Introduction of new Equity Committee members and/or Visitors
- Approval of minutes from prior meeting

**DISCUSSION ITEMS:**

- 1. Conversation regarding roll-out of Racial Equity Policy – Presentation by Pacific Educational Group WebEx (*Courageous Conversations*).**

Mr. Luis Versalles and Mr. Tony Hudson of the Pacific Educational Group presented their model and approach to addressing and achieving equity in schools.



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*“Equity is raising the achievement of all students while narrowing the gaps between the highest and lowest performing students and eliminating the racial predictability and disproportionality of which student groups occupy the highest and lowest achievement categories.” (Glenn Singleton)*

In particular, they discussed what this work would look like in a large urban school district like FWISD. The presentation included:

- Language needed when discussing race, perspectives, etc.
  - *Courageous Conversations Compass*: Believing / Thinking / Feeling / Acting
  - Quantitative Data AND Qualitative Language
  - Four Norms / Agreements for Healthy and Productive Conversations: Stay Engaged; Experience Discomfort; Speak Your Truth; and Expect/Accept Non-Closure
2. **Review of revised Racial Equity Policy (based on Focus Groups feedback)** (not discussed today).
  3. **Discussion of other Questions & Concerns raised in Focus Groups** (not discussed today).
  4. **Review of revised Pledge** (not discussed today).
  5. **Discuss subcommittees (members) to address the goals of the Committee** (not discussed today).
  6. **Discuss training options (dates) for Committee** (not discussed today).
  7. **Discuss first three chapters of *Courageous Conversations About Race: A Field Guide for Achieving Equity in Schools*** (not discussed today).
  8. **Agenda items for next meeting. (Monday, September 12, 2016, 4:00 p.m., BCR).**
    - Items not discussed today (see above)

**ADJOURN**

Meeting adjourned at 5:40 p.m.

Signed: Christene Chedwick Moss Date: 9/12/16  
Christene Moss, Chair

/clm:bg



**FORT WORTH ISD MISSION:**  
PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
RACIAL EQUITY COMMITTEE  
MEETING MINUTES**

**MONDAY, September 12, 2016 at 4:00 p.m.**

**FWISD BOARD CONFERENCE ROOM, 2903 Shotts, St., Fort Worth, TX 76107**

**COMMITTEE MEMBERS Present:**

Breed, Sherry	Hodges, Charles	Robbins, Norman
Clark, Rickie	Mattingly, Cissy	Rogers, Andrea
Griffith, Barbara	Moore, Jerry	Walker, Carlos
Grover, Barbara	Moss, Christene	Young, Patricia (new)
Haynes, Jr., Pastor Ivy	Rincon, Cynthia (new)	

**COMMITTEE MEMBERS Absent:**

Alphonse, Jimmy	Johnson, Steven	Paz, Ashley
Brigance, Kevin	Jones, Cara	Phillips, Quinton
Cabello, Dianna	Jones, Trevone	Poullard, Eric
Gravelle, Elizabeth	Lindsey, Devon	Ramos, Jr., Jacinto
Hickman, Dr. Olga	Monge, Sammy	Scribner, Dr. Kent P.
Ibarra, Jesus	Muñoz, Dr. Robert	

Christene Moss called the meeting to order at 4:02 p.m.

**CALL TO ORDER**

- Introduction of new Equity Committee members and/or Visitors
- Approval of minutes from prior meeting

**DISCUSSION ITEMS:**

- 1. Review of revised Racial Equity Policy (based on Focus Groups feedback).**
  - Revisions presented today are those that were suggested in the focus groups conducted in August.
  - Next Steps: Send to TASB for review. Then present a draft to the Board.





**FORT WORTH ISD MISSION:**  
PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

2. **Review of revised Pledge.**
  - Minor changes were made and approved
  - Bullets will be re-ordered
3. **Update on subcommittees (members) to address the goals of the Committee.**
  - There will be an introductory meeting with all of the subcommittee leads on September 20th
4. **Discuss *Courageous Conversations About Race: A Field Guide for Achieving Equity in Schools*. What information has resonated with you?**
  - Schools are often operated for adults, not kids
  - Teachers sometimes see kids as problems, not assets
  - The Four Agreements
  - Equity Awareness
  - Our kids are suffering
5. **Agenda Items for next meeting (Monday, September 19, 2016, 4:00 p.m., BCR).**
  - During the review of the Policy revisions there was a discussion about how it might be applied to the Student Code of Conduct -- what is the procedure for changing/updating the Student Code of Conduct? As a result of this discussion, the committee will invite Michael Steinert and Raul Perez to the next meeting.

**ADJOURN**

Meeting adjourned at 5:26 p.m.

Signed: Christene Howard Moss Date: 9/19/16  
Christene Moss, Chair

/clm; bg.



**FORT WORTH ISD MISSION:**  
PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
RACIAL EQUITY COMMITTEE  
MEETING MINUTES**

**MONDAY, SEPTEMBER 19, 2016 at 4:00 p.m.**

**FWISD BOARD CONFERENCE ROOM, 2903 Shotts, St., Fort Worth, TX 76107**

**COMMITTEE MEMBERS Present:**

Austin, Malik (visitor)	Haynes, Jr., Pastor Ivy	Paz, Ashley
Breed, Sherry	Hickman, Dr. Olga	Perez, Raul (presenter)
Brigance, Kevin	Johnson, Steven	Phillips, Quinton
Clark, Rickie	Mattingly, Cissy	Rincon, Cynthia
El, Robert (visitor)	Monge, Sammy	Rogers, Andrea
Grover, Barbara	Moore, Jerry	Steinert, Michael (presenter)
Harris, Cleveland (visitor)	Moss, Christene	Walker, Carlos
	Muñoz, Dr. Robert	Young, Patricia

**COMMITTEE MEMBERS Absent:**

Alphonse, Jimmy	Ibarra, Jesus	Ramos, Jr., Jacinto
Cabello, Dianna	Jones, Cara	Robbins, Norman
Gravelle, Elizabeth	Jones, Trevone	Scribner, Dr. Kent P.
Griffith, Barbara	Lindsey, Devon	
Hodges, Charles	Poullard, Eric	

Christene Moss called the meeting to order at 4:04 p.m.

**CALL TO ORDER**

- Approval of minutes from prior meeting

**DISCUSSION ITEMS:**

1. Presentation of the current FWISD Student Code of Conduct and Student Discipline (Michael Steinert and Raul Perez)
  - African American students are suspended at a 2:1 ratio
  - Not getting to the root cause of the problems
  - Using PBIS philosophy and Review 360; however, teachers and administrators need more tools; based on national research



**FORT WORTH ISD MISSION:**  
PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

- Response to Intervention (RtI) –we currently have Specialists at the campuses; relationships and connections are so important
  - Moving forward: teachers building respect in the classroom using these strategies and working in an egalitarian classroom; Department of Education adopted this as their National Strategy
  - The following questions arose: Can the Student Code of Conduct be amended? Can we have student representation to give input on the Student Code of Conduct as well as maybe change the wording away from “Conduct”? Yes, there is a process for this.
  - Parent involvement is needed and wanted; community and parent relationships are paramount
  - Campus Principals and Assistant Principals will need to continue to work with Teachers on referrals; more out of the box strategies are needed; all resources should be exhausted before suspending.
2. Discuss future meeting date conflicts:
- September 26<sup>th</sup> – No meeting
  - October 17<sup>th</sup> – Alternate location will be identified
  - December 5<sup>th</sup> – Alternate location will be identified
3. Agenda Items for next meeting: Monday, October 3, 2016, 4:00 p.m., BCR
- Update re: TASB review of draft Policy
  - Discussion of undocumented health services (Dr. Sutherland request)

**ADJOURN**

Meeting adjourned at 5:26 p.m.

Signed: Christene Moss Date: 10/24/16  
Christene Moss, Chair

/clm; bg



**FORT WORTH ISD MISSION:**  
PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

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

**MEETING MINUTES**

**Monday, October 3, 2016 at 4:00 p.m.**

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

**Committee Members Present:**

Breed, Sherry	Jones, Trevone	Phillips, Quinton
Clark, Rickie	Mattingly, Cissy	Ramos, Jr., Jacinto
Griffith, Barbara	Monge, Sammy	Robbins, Norman
Grover, Barbara	Moore, Jerry	Rogers, Andrea
Haynes, Jr., Pastor Ivy	Moss, Christene	Walker, Carlos
Hodges, Charles	Muñoz, Dr. Robert	Young, Patricia

**Committee Members Absent:**

Alphonse, Jimmy	Harris, Cleveland	Lindsey, Devon
Brigance, Kevin	Hickman, Dr. Olga	Paz, Ashley
Cabello, Dianna	Ibarra, Jesus	Poullard, Eric
El, Robert	Johnson, Steven	Rincon, Cynthia
Gravelle, Elizabeth	Jones, Cara	Scribner, Dr. Kent P

**Guests/Visitors**

Austin, Malik	Derrick, Tiffany (presenter)	Hollie, Maiya
Chávez, Stella	Greer, Tralyn	Poole, Steven
Cole, Nakia	Hall, Mia (presenter)	Warren, Vickie (presenter)

Christene Moss called the meeting to order at 4:04 p.m.

**CALL TO ORDER**

- Review of minutes from prior meeting – one minor grammatical correction needed.

**DISCUSSION ITEMS:**

**1. Update re: TASB review of draft Policy**

Ms. Hall provided an update regarding her conversation with Texas Association of School Boards (TASB) after they reviewed the draft Policy. The following points were made:

- The item submitted is not in the normal “style” for a policy, it is more of a proclamation, etc.



## FORT WORTH ISD MISSION: PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

- The Committee and the Division of Policy & Planning will take suggestions under consideration.
  - Policy & Planning will reformat the document to align with policy format. They will also offer background documentation. The reformatted Policy will be provided at a future meeting.
2. **Update regarding progress on development of Subcommittees – *did not discuss.***
3. **Presentation regarding discipline process and roles of various staff: “Intervention Resources at Campuses” by Vicki Warren, Director of Intervention Services and Tiffany Derrick, Intervention Specialist**

Ms. Warren & Ms. Derrick provided brief background information regarding the Interventions Services Department and how they are structured in FWISD.

- Key Points were:
    - FWISD has at least one Intervention Specialist at each secondary campus.
    - Elementary campuses do not have IS.
    - Resources at each campus differ depending on the needs of the campus
    - They (IS) need time with the Principals and Teachers to train and model appropriate interventions.
    - Some campuses need to do more to promote IS resources. Students need to know where they can go and who they can talk to.
    - Ms. Warren confirmed that currently their training is targeted so that they address the needs of those teachers with the most referrals.
    - IS services are monitored by using data, records of visits, etc. However, they do need to get more ‘student voice’
    - Anyone on the committee is welcome to come to a monthly meeting. They are on the first Wednesday of every month at the PDC at 8 a.m.
4. **Agenda items for next meeting: Monday, October 10, 2016, 4 p.m. in Bd. Conf. Room.**
- Update regarding progress on development of Subcommittees
  - Reformatted Racial Equity Policy

### ADJOURN

Meeting adjourned at 5:30 p.m.

Signed: Christene Moss Date: 10/24/16  
Christene Moss, Chair

/clm; bg