

*Board of Education
Regular Meeting
August 15, 2017*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Special Meeting

Notice is hereby given that on August 15, 2017 the Board of Education of the Fort Worth Independent School District will hold a Special meeting beginning at 5:30 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES**
3. **PUBLIC HEARING ON PROPOSED 2017-2018 BUDGET AND TAX RATES**
4. **PUBLIC COMMENT ON PROPOSED 2017-2018 BUDGET AND TAX RATES**
5. **CLOSE PUBLIC HEARING**
6. **PUBLIC COMMENT**
7. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
8. **DISCUSSION OF AGENDA ITEMS**

9. **CONSENT AGENDA ITEMS**

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

A. Board of Education Meeting Minutes

1. July 18, 2017 - Regular Meeting 4

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

1. Approval of Career Exploration System 14

2. Approve the Purchase of the College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2017-2018 Academic School Year	17
3. Approve Purchase of Box Trucks	39
4. Approve Purchase of School Buses with Funds from 2013 Capital Improvement Program and Texas Clean Fleet Program	54
5. Approve Renewal of Eduphoria Premium Suite and Related Services Interlocal Agreement	63
6. Approve Additional Architectural Services for the New Division of Technology Center and Approve Resolution Expressing Official Intent to Reimburse General Fund	68
C. Approve First Reading (TASB Update) - Revision to Board Policy DEC (LOCAL)	80
D. Approve First Reading and Waive Second Reading - Revision to Board Policy BBFA (LOCAL) "Ethics-Conflict of Interest Disclosure"	120
E. Approve Second Reading - Revision to Board Policy EIC (LOCAL) "Academic Achievement: Class Ranking"	130
F. Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District	137
G. Approve the AVID College Readiness System Services and Products Agreement Between Fort Worth Independent School District and the AVID Center for the 2017-2018 Academic School Year	146
H. Approve the Service Contract Between Fort Worth Independent School District and Legacy Partners International to Purchase the Renzulli Learning System User Licenses	171
I. Approve FWISD Board Committees for the 2017-2018 School Year	176
J. Approve Vacation and Plat at De Zavala Elementary School for the 2013 Capital Improvement Program	179
K. Approve Budget Amendment Transferring Funds from Completed Safety and Security Projects to Program Contingency and a Safety and Security Contingency Account for the 2013 Capital Improvement Program	181
L. Approve Budget Increase for Bid Package 017 (RFP #15-036) in the 2013 Capital Improvement Program	187
M. Approve Budget Increase for Bid Package 018 (RFP #15-036) in the 2013 Capital Improvement Program	190
N. Approve Budget Increase for Bid Package 027 (RFCSP 17-002) in the 2013 Capital Improvement Program	193

10. LONE STAR GOVERNANCE

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

12. 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. 2017-2018 Student Code of Conduct
- B. Personnel Matters (Section 551.074)
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

13. RECONVENE IN REGULAR SESSION - BOARD ROOM

14. ACCEPT CONSENT AGENDA

15. ACTION ITEMS

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

16. ACTION AGENDA ITEMS

- A. Approve Lone Star Governance Quarter Two Self Evaluation 196
- B. Approve Ordinance Adopting 2017-2018 Tax Rates 198
- C. Approve Order Calling a Tax Ratification Election 203
- D. Approve Order Calling a Bond Election

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

- A. National School Boards Association (NSBA) 2nd Annual Equity Retreat - Jacinto Ramos
- B. 2017 Texas Institute for School Boards - Anael Luebanos
- C. Council of the Great City Schools Summer Executive Committee Meeting - Ashley Paz
- D. Honor John Church, Nancy Hawa and Brian Sinclair by Tobi Jackson

18. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

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

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

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve The Board Of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

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

INFORMATION SOURCE:

Sammy Monge

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on July 18, 2017.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on July 13, 2017, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas . The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on July 13, 2017 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING JULY 18, 2017

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on July 13, 2017 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on July 13, 2017.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

Mrs. Jackson called the meeting to order at 5:33 p.m.

The following Board Members were present:

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

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Charles Carroll, Chief Academic Officer
Art Cavazos, Chief of District Operations
Kyle Davie, Chief Technology Officer
Karen Molinar, Chief of Elementary Schools
Sammy Monge, Chief of Policy & Planning
Cynthia Rincon, Chief of Human Capital Management

Elsie Schiro, Chief of Business & Finance
Cherie Washington, Chief of Secondary Schools
Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications
Ramona Soto, General Counsel

2. PLEDGES

Clint Bond Lead in the pledges.

3. RECOGNITIONS

A. 6A State Tennis Championships

Clint Bond introduced this recognition

B. Career & Technical Education (CTE) Students National Competition

This recognition was combined with Item C.

Mrs. Jackson called a brief recess at 5:39 p.m. to allow individuals to leave.

C. National Title for Gold Seal Program of Choice for Broadcast Journalism/Media Technology at Southwest High School

4. PUBLIC COMMENT

Speakers:

Scott Blanco Davis

Carlos Turcios

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

The meeting was recessed at 5:47 p.m. and reconvened at 5:56 p.m.

The meeting was reconvened at 5:56 p.m.

6. DISCUSSION OF AGENDA ITEMS

Dr. Sutherland requested to vote on Items 7.B.3 and 7.H. separately.

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. June 6, 2017 - Board Workshop
 - 2. June 20, 2017 - Special Meeting
 - 3. June 27, 2017 - Regular Meeting

- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 - 1. Approve the Procurement of Janitorial Supplies for the Child Nutrition Department for the 2017-18 School Year
 - 2. Approve the Procurement of the Child Nutrition Services Cafeteria Employee Uniforms for the 2017-2018 School Year
 - 3. Approve Phase IV; Replenishment of Classroom and Auditorium Pianos

Motion was made by Ashley Paz, seconded by Norman Robbins, to approve Phase IV; Replenishment of Classroom and Auditorium Pianos.

The motion was approved.

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

No: Ann Sutherland.
 - 4. Approve the Purchase of Dual Credit Textbooks for the 2017-18 School Year
 - 5. Approve the Purchase of Dyslexia Intervention Training from Neuhaus Education Center for 2017-2018
 - 6. Approve Datamax of Texas Printing/Copier Services for 2017-2018
 - 7. Approve Purchase of National Norm Referenced Tests: Iowa Assessment/Logramos 3/Cognitive Abilities Test (CogAT)

- C. Approval to Pay for the 2017-18 School Year Dual Credit Tuition

- D. Approve Authorization to Initiate and Award Contracts for a Structured Primary Literacy Program

- E. Approve the Renewal of the Interlocal Early College High School Agreement with the University of North Texas Health Science Center, University of North Texas, Tarrant County College District, Tarrant County College Trinity River Campus and Fort Worth ISD
- F. Approve Workforce Solution of Tarrant County Contract with FWISD Office of Adult Education for the 2017-2018 Adult Education Program
- G. Approve the Student Fees and Replacement Charges for 2017-2018 School Year
- H. Approve the Proposed High School Course Changes for the 2018-2019 School Year

Motion was made by Christene Moss, seconded by T.A Sims, to approve the Proposed High School Course Changes for the 2018-2019 School Year.

The motion was approved.

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

No: Ann Sutherland.

- I. Approve First Amended Public-Private Partnership Guidelines
- J. Approval of Contract Extension for Armored/Courier Services
- K. Approve Memorandum of Understanding with Lakeshore Learning Materials
- L. Approve Memorandum of Understanding (MOU) Between Youth Entrepreneurs, Inc. and Fort Worth Independent School District to Provide Entrepreneur Program in High Schools
- M. Approval of the Memorandum of Understanding (MOU) Between the Fort Worth Independent School District (FWISD) and the Texas Juvenile Justice Department (TJJC) for the Term of Three Years, Ending with the 2019-2020 School Year
- N. Approve First Reading - Revisions to Board Policy EIC (LOCAL) "Academic Achievement: Class Ranking"
- O. Approve Second Reading - Revisions to Board Policy CB (LOCAL), CDC (LOCAL), CL (LOCAL), FB (LOCAL), and FDC (LOCAL)
- P. Approve the 2013 Capital Improvement Program Budget Amendment Transferring Funds from Completed Projects to FFE Contingency

- Q. Approve Budget Increase for Bid Package 001B (RFCSP 16-013) in the 2013 Capital Improvement Program
 - R. Closeout of the Contract with Cadence McShane Construction Company, LLC for Bid Package 041 (RFCSP #15-034) and Authorization of Final Payment in the 2013 Capital Improvement Program
 - S. Approve Increase the Cost of Moving Services in the 2013 Capital Improvement Program
 - T. Approve Budget Amendment and Increase of Escrow Accounts with the City of Fort Worth, Texas to Pay Fees for the 2013 Capital Improvement Program
 - U. Approve the 2018 Audit Plan
 - V. Approve Ratification of Purchase for Student Uniforms for the Five Leadership Academies
 - W. Approve the Minutes for the February 28, 2017 and April 11, 2017 Audit Committee Meetings
8. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
9. EXECUTIVE SESSION
- A. Seek the Advice of its Attorneys Concerning Pending or Contemplated Litigation or Other Matters that are Exempt from Public Disclosure Under Article X, Section 9 of the Texas State Bar Rules and as Authorized by Section 551.071 of the Texas Government Code.
 - B. Personnel Matters (Section 551.074)
 - 1. Campus Administration Appointments
 - 2. Executive Director, PK-2 - Early Learning
 - C. Security Implementation (Section 551.076)
 - D. Real Property (Section 551.072)
10. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 6:42 p.m.

11. ACCEPT CONSENT AGENDA

Motion was made by Judy Needham, seconded by Christene Moss, to approve CONSENT AGENDA With the exception of Items 7.B.3. and 7.H.

The motion was unanimously approved.

12. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

Motion was made by Judy Needham, seconded by Christene Moss, to approve Personnel Appointments.

The motion was unanimously approved.

Dr. Washington introduced Middle and High School Campus Administrator appointments.

Mr. Carroll introduced the Executive Director, PK-2 - Early Learning.

13. ACTION AGENDA ITEMS

A. Approve Lone Star Governance Quarter Two Self Evaluation

B. Approve Waiver to Board Policy EHBG (LOCAL) "Special Programs: Prekindergarten"

Motion was made by Judy Needham, seconded by T.A Sims, to approve Waiver to Board Policy EHBG (LOCAL) "Special Programs: Prekindergarten".

The motion was unanimously approved.

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

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

Dr. Sims thanked administration for placing this item on the agenda. There will be a series of meetings with our bus drivers.

Speakers:

Norman Quigley

LaJohn Pennix

Sandra Hudson

Dr. Sutherland made comments.

15. ADJOURN

The meeting was adjourned at 6:57 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
August 15, 2017**

TOPIC: APPROVAL OF CAREER EXPLORATION SYSTEM

BACKGROUND:

Career Cruising for K-12 is a comprehensive career development program that begins with learning resources in kindergarten and transitions through middle and high school. Students who use the program become self-aware and are able to understand their future opportunities and build actionable plans to get there. This happens via a continuum of intentional, carefully-sequenced career development activities. Career Cruising for K-12 helps to:

- Connect student passion, interests and aspirations in a meaningful way to academic plans
- Infuse career development school-wide to demonstrate academic relevance
- Improve academic performance when students are self-aware and engaged
- Save time and resources by leveraging technology to automate course and college planning

The Career Cruising curriculum will also be utilized to implement the college & career readiness requirements of House Bill 18 and American School Counselor Association (ASCA) standards. Career Cruising for K-12 is available to students, parents and educators 24/7.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

Approve Career Exploration Systems

FUNDING SOURCE

Additional Details

General Fund

199-31-6399-001-999-99-152-000000

COST:

\$99,000.00

VENDOR:

Career Cruising

**PURCHASING
MECHANISM**

Bid/Proposal Statistics

Bid Number: 17-013

Number of Bid/Proposals received: 1

HUB Firms: 0

Compliant Bids: 1

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

***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 - grades K - 12

**RATIONAL
E:**

Career Cruising for K-12 is a web-based self-exploration and planning program that drives students to recognize their full potential in school, career, and life. Students start by building awareness of career options and pathways. Through exploration, they identify personal interests and preferences. The concepts of self-advocacy and career readiness are introduced early and reinforced throughout the process, along with the importance of achievement, purpose and participation in developmentally-appropriate experiences. This in turn keeps students engaged in academics by continually making the connection between their goals and current school work. Career Cruising curriculum is aligned to the curriculum requirements of House Bill 18 and the American School Counselor Association (ASCA) standards for college & career readiness.

INFORMATION SOURCE:

Charles Carroll
Sara Arispe
Anita Perry

RENEWAL QUOTE

Career Cruising

QUOTE ID: Q6UJ9A0B66KK

INVOICE DATE: Sep 1, 2017

QUOTE FOR:	REQUESTED BY:	SUBSCRIPTION PERIOD:
ATTN: Accounts Payable Fort Worth Independent School District 100 North University Drive Suite NW 249 Fort Worth, TX 76107	Anita Perry Fort Worth ISD	START DATE: Sep 1, 2017 END DATE: Aug 31, 2018 DURATION: 12 months

Product	Qty	Annual Rate	Units	Price Details	SubTotal
Career Cruising for K-12 High	24,000	\$2.00 Reg \$3.00	Per Student	\$2.00 33% discount	\$48,000.00
Career Cruising for K-12 Middle	20,000	\$1.50 Reg \$2.00	Per Student	\$1.50 25% discount	\$30,000.00
Career Cruising for K-12 Elementary	42,000	\$0.50 Reg \$1.50	Per Student	\$0.50 67% discount	\$21,000.00

NOTES:

- An invoice will be sent shortly.

GRAND TOTAL:**\$99,000⁰⁰**Career Cruising Terms of Use Agreement
Billing + Renewals FAQ's**APPROVAL STATUS:****This order has been approved****NEXT STEPS:**We will create and send an invoice to anita.perry@fwisd.org; TONNI.GRANT@fwisd.org;

MarkoG@careercruising.com



Phone: 800.965.8541 x312



Fax: 416.463.0938

1867 Yonge Street • Suite 1002 • Toronto, ON M4S 1Y5 • Canada

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE THE PURCHASE OF THE COLLEGE BOARD SAT SCHOOL DAY, PSAT/NMSQT AND PSAT 8 COLLEGE READINESS ASSESSMENT TESTING MATERIALS FOR THE 2017-2018 ACADEMIC SCHOOL YEAR

BACKGROUND:

Fort Worth ISD annually administers the PSAT/NMSQT to all 10th and 11th grade students, PSAT 8 to all 8th grade students and the SAT School Day Test to all 11th grade students as a component of College Board's college readiness assessment suite. The early participation program provides student exposure to exam format and free, personalized practice materials. Also, data provided grants access to an identifying tool utilized to determine student AP potential. Specifically, the SAT 11th grade School Day Test allows juniors to acquire SAT college entrance exam scores in the spring of the junior year, which supports early college admissions. This participation program and suite of assessments provide students with an opportunity for early exposure, access to free study aids and practice materials and a competitive option for college admission. In addition, these assessments provide data on the strengths and weaknesses of the district's curriculum.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the Purchase of The College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2017-2018 Academic School Year
2. Decline to Approve the Purchase of The College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2017-2018 Academic School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Purchase of The College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2017-2018 Academic School Year

FUNDING SOURCE

Additional Details

General Fund

199-31-6339-001-999-99-378-000000

COST:

\$258,201.00

VENDOR:

The College Board

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 15-129

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

8th Grade Students - PSAT 8

10th and 11th Grade Students - PSAT/NMSQT

11th Grade Students - SAT School Day

RATIONALE:

The College Board redesigned the suite of assessments for the 2015-2016 academic year, making exposure and practice most critical. FWISD students were the first student cohorts in the state and nation to have exposure to this format of College Board's newly designed suite of college readiness assessments. The new suite of assessments will have a construct of evidence based reading and writing while mathematics will require skills in problem solving, data analysis and acquired skills in advanced mathematical equations. The redesigned suite is aligned to the skills needed to succeed in advanced placement, college writing assignments, college and career training. Research ("College Board's District Integrated Summary Report") indicates that FWISD graduating participation in the SAT as evidenced in the "College Bound Senior Report" has increased from 2009-2010 with 1,864 participating seniors to 3,888 participants in 2015-2016. This growth has been a direct result of early participation and consistent exposure. Also, the district's involvement with the School Day SAT has reached regional and national participation. FWISD assisted with the SAT School Day Supervisor's Planning Guide, utilized by all SAT Site Coordinators, participated in a College Board Regional SATSD Focus Group and FWISD students were featured in a national SAT School Day campaign and video produced by the College Board to promote the importance and impact of early exposure on equitable college opportunity and admission.

INFORMATION SOURCE:

Charles Carroll
Brenda Carter

**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00019493**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (the "Agreement"), is made as of this **May 12, 2017** ("Effective Date"), by and between Fort Worth Independent School District ("Client") and the College Board (the "College Board").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "Deliverables") in accordance with the applicable schedules, which outline the Deliverables hereunder ("Schedule"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 1, 2017 and, unless sooner terminated as provided herein, will expire on June 30, 2018 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2017-2018 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is

exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not

limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:
Brenda Carter
High School Coordinator
Fort Worth Independent School District
100 North University Drive Suite NE226
Fort Worth, Texas 76107-1360
Tel: 814-2591
Email: brenda.carter@fwisd.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party

against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

THE COLLEGE BOARD

Signature

Signature



Name

Name

Jeremy Singer

Title

Title

Chief Operating Officer

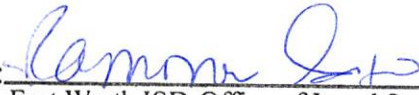
Date

Date

5/18/2017

APPROVED AS TO LEGAL FORM

BY:



Fort Worth ISD-Office of Legal Services

DATE:

7/13/17

PSAT/NMSQT: Fall 2017

**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT^{®1} assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the budget schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports to the schools designated by the Client in Section IV (List of Participating Schools):

1. School and Student Deliverables:

- a. PSAT/NMSQT test materials (student guides and test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- f. School online access to AP Potential[™]
- g. Educator Guide to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 (one copy sent to each school)
- h. PSAT/NMSQT Supervisor Manual (copies sent to schools based on their test book order; one per 25 tests ordered)

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential

3. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

4. Required Information. The Client shall furnish the College Board with: (i) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation For Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating schools cannot be made after **September 8, 2017**. Schools without a valid school code must submit a school request form by **August 25, 2017**.

In the event that any of the Client's schools are omitted from the List of Participating Schools or listed without valid high school codes, then such schools shall not be covered under this Schedule, and students in Participating Schools that incorrectly enter a grade or fail to enter grade on their answer sheets will be incorrectly depicted in words furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule as outlined in Section II (Deliverables).

III. PSAT/NMSQT TERMS AND CONDITIONS

¹ PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

1. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected there from, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of the publications and reports described in Section I (Background), including all copyrights, trademarks³, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). The Client acknowledges and agrees that, nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.
2. **PSAT/NMSQT Student Reports.** The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.
3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.
4. **PSAT/NMSQT Assessment Administration.** The test shall be administered on **October 11, 2017**. The alternate test administration is on **October 25, 2017**. Client shall comply with the published security and administration guidelines set forth in the PSAT/NMSQT Supervisor Manual and Educator Guide to the PSAT/NMSQT, PSAT 10, and PSAT 8/9.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE
Fort Worth ISD	Amon Carter-Riverside High School	442500
Fort Worth ISD	Arlington Heights High School	442505
Fort Worth ISD	Benbrook Middle-High School	440597
Fort Worth ISD	Diamond Hill-Jarvis High School	442515
Fort Worth ISD	Dunbar High School	442516
Fort Worth ISD	Eastern Hills High School	442518
Fort Worth ISD	Green B Trimble Technical High School	442570
Fort Worth ISD	Marine Creek Collegiate High School	442609
Fort Worth ISD	North Side High School	442545
Fort Worth ISD	O D Wyatt Senior High School	442548
Fort Worth ISD	Polytechnic High School	442555
Fort Worth ISD	Robert L Paschal High School	442560
Fort Worth ISD	South Hills High School	442501
Fort Worth ISD	Southwest High School	442565
Fort Worth ISD	Success High School	442561
Fort Worth ISD	Tarrant County College South / FWISD Collegiate High School	442616
Fort Worth ISD	Texas Academy Of Biomedical Sciences	442492
Fort Worth ISD	Western Hills High School	442575
Fort Worth ISD	World Languages Institute	449936
Fort Worth ISD	Young Mens Leadership Academy	442617
Fort Worth ISD	Young Womens Leadership Academy	442489

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch (FRPL) percentage of the Client, and the assessment(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of

their schools² to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics. For purposes of Suite Pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT/NMSQT and Suite assessments	PSAT/NMSQT and one other assessment <u>OR</u> PSAT/NMSQT and more than one grade tested	PSAT/NMSQT only with one grade tested
≥ 0% and <50%	\$12.00	\$13.00	\$15.00
≥ 50% and < 75%	\$11.00	\$12.50	\$14.00
≥ 75%	\$10.00	\$12.00	\$13.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2017**

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$16.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT examination. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ("non-Participating Grades"). A fee of \$4 per booklet will be charged if a school is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

² The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

PSAT 8/9: Fall 2017

**PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT 8/9 exam, as indicated on the budget schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the following PSAT 8/9 deliverables and reports to the schools designated by the Client in Section IV (List of Participating Schools).

1. **School and Student Deliverables:**
 - a. PSAT 8/9 test materials (test booklets)
 - b. Student Paper Score Report (one copy sent to school)
 - c. Student Online Score Report, delivered via the College Board website
 - d. Access to Official SAT Practice on Khan Academy; students 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
 - e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
 - f. School online access to AP Potential™ for students in 9th grade.
 - g. Educator Guide to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 (one copy sent to each school)
 - h. PSAT 8/9 Supervisor Manual (copies sent to schools based on their test book order; one per 25 tests ordered)
2. **Client Deliverables:**
 - a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
 - b. Client online access to AP Potential
3. **Required Information.** The Client shall furnish the College Board with: (i) a list of participating schools as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Client Contact Information). The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating schools must be made no later than **one month prior to Client's selected administration date**. Schools without a valid six-digit College Board school code must submit requests for one soon as possible. It is recommended that schools apply for their school code at **least one month before they plan to order test books**.

In the event that: (i) any of the Client's schools are omitted from the List of Participating Schools or listed without valid high school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under Section II (Deliverables).

III. PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT 8/9 assessment, exam booklets, all individual test items (questions) and all data collected therefrom, including but not limited to student scores derived from the exam, and, collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of the publications and reports described in Section I, including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Client acknowledges and agrees that, nothing in this Agreement shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.
2. **Student Reports.** The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-

assignable right to use the score reports and individual student data for internal purposes only, which includes client-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

4. **PSAT 8/9 Test Booklets.** The College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 Test Booklets for the sole purpose of administering the PSAT 8/9 assessment and reviewing the scores with students within the classroom of a Participating School. Client shall destroy PSAT 8/9 Test Booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets in whole or in part, without the prior written consent of the College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets.

5. **PSAT 8/9 Assessment Administration.** The testing period covered under this Schedule runs from **September 25, 2017 to January 26, 2018**. Client shall comply with the published security and administration guidelines set forth in the PSAT 8/9 Supervisor Manual and Educator Guide to the PSAT/NMSQT, PSAT 10, and PSAT 8/9.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE
Fort Worth ISD	Kirkpatrick Middle School	449573
Fort Worth ISD	Benbrook Middle-High School	440597
Fort Worth ISD	Applied Learning Academy	449517
Fort Worth ISD	Como Montessori School	449579
Fort Worth ISD	Daggett Montessori School	449578
Fort Worth ISD	Jacquet Middle School	449449
Fort Worth ISD	E M Daggett Middle School	449569
Fort Worth ISD	Forest Oak Middle School	449570
Fort Worth ISD	Handley Middle School	449571
Fort Worth ISD	J P Elder Middle School	449145
Fort Worth ISD	Leonard Middle School	449081
Fort Worth ISD	McClung Middle School	449580
Fort Worth ISD	Meadowbrook Middle School	449574
Fort Worth ISD	Morningside Middle School	449572
Fort Worth ISD	Riverside Middle School	449576
Fort Worth ISD	Rosemont Middle School	449143
Fort Worth ISD	W A Meacham Middle School	449144
Fort Worth ISD	W C Stripling Middle School	449577
Fort Worth ISD	W P McLean Middle School	449146
Fort Worth ISD	Wedgwood Middle School	449854
Fort Worth ISD	William James Middle School	449079
Fort Worth ISD	William Monnig Middle School	449519
Fort Worth ISD	Young Mens Leadership Academy	442617
Fort Worth ISD	Young Womens Leadership Academy	442489
Fort Worth ISD	World Languages Institute	449936

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the

Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch Program (FRPL) percentage of the Client, and the product(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools³ to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT 8/9 and two other Suite assessments	PSAT 8/9 and one other assessment OR PSAT 8/9 and more than one grade tested	PSAT 8/9 Only with One Grade Tested
≥ 0% and <50%	\$7.00	\$7.50	\$9.25
≥ 50% and < 75%	\$6.00	\$7.00	\$8.75
≥ 75%	\$5.00	\$6.50	\$8.25

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. **Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT 8/9, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2017**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$10.00 per student.

3. **Restrictions.** No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 assessment.

4. **Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per booklet will be charged if a school is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

³ The College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

**SAT SCHOOL DAY PROGRAM
FIXED FEE SCHEDULE****I. BACKGROUND**

The College Board will support the Client in administering the SAT exam during a school day. Under this Schedule, 'SAT' will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the 'Program'). The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

II. DELIVERABLES

The College Board shall furnish the following SAT School Day deliverables and reports to the schools designated by the Client in Section IV (List of 'Participating Schools').

- 1. School and Student Deliverables:**
 - a. SAT test materials (test booklets)
 - b. Student Online Score Report, delivered via the College Board website
 - c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
 - d. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - e. Materials to support test administration (copies sent to schools)
- 2. Client Deliverables:**
 - a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- 3. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. The Client may purchase these products and services separately.

- 4. Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to the College Board's standard eligibility and administration procedures. Participants must apply for accommodations under the College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.
- 5. Required Information.** The Client shall furnish the College Board with: (i) a list of participating schools as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Client Contact Information). The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).

Changes to the list of participating schools must be submitted by the deadline as noted below. Schools without a valid six-digit College Board school code must submit a request for one by the deadline noted.

Administration Date	Deadline to submit changes	Deadline to apply for school code
March 7, 2018	February 2, 2018	January 19, 2018

In the event that any of the Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

6. **Communications.** The College Board will create and send a series of customized communications to support the Program. Communications will be organized and delivered in three phases: (1) Announcement and Awareness, which covers pre-test communications to inform Students, parents, districts and schools about the general purpose and goals of the SAT School Day initiative as well as key 'what to expect' information to help all Participants complete the necessary activities before test day; (2) Readiness and Preparation, which covers communications that school personnel will need to prepare and deliver the actual School Day experience, including important reminders from the College Board to Participants and their parents to make sure they know what to expect on test day; and (3) Post-Test Activity Reminders and Updates, which covers important information for school personnel, Participants and parents, as well as communications to all those who contributed to the success of the Program.
7. **Training of Designated Personnel at the Participating Schools.** The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Test Supervisors and Coordinators, SSD Coordinators, Associate SAT School Day Coordinators, Proctors, and Hall Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by the College Board to the Client and **must be completed two weeks before the test administration date.**

Designated SAT School Day Test Supervisors and Coordinators are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the SAT School Day Supervisor training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any participating school where any Designated Personnel fail to complete such training prior to the scheduled test administration.

8. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least one week before test administration date.**
9. **SAT School Day Customer Service for Educators:**
The College Board will provide the Client with telephone customer service support for educators. Specifically the College Board will provide:
 - Step-by-step assistance with College Board online tools (SSD System)
 - Assistance with completing required forms (AI Request Form)
 - Assistance with obtaining additional materials (Publications)
 - Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **SAT Ownership.** The Client agrees and acknowledges that the SAT exam, SAT with Essay exam, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to student scores derived from the exam, collected under this Agreement are at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the SAT examination including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the SAT exam, and/or SAT with Essay exam, to the Client or that its normal security procedures will be altered in any way. SAT is a registered trademark of the College Board.

SAT Data License

2. **SAT Data and Reporting.** For the April 10, 2018 administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants the School District a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. School District understands and acknowledges that the questions and answers explanation includes College Board copyrighted content and may also include third party copyrighted content for which the School District may only use for the aforementioned purposes. School District acknowledge and agrees that it has no right to upload or post to any website, cache, reproduce, modify, display, edit, alter or enhance any portion of the document or the third party content in any manner unless it has express written permission from the College Board and the owner of any third party content.
- 2.2 The College Board reserves the right to revoke the above license grant if the School District violates the terms of the license. In addition, the College Board shall not be liable to the School District nor any third party for School District's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.
- 2.3 College Board Data shall be used only to enable the Client to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.
- 3. **The College Board License Grant and Terms of Use:**
 - 3.1 The Client shall not use the College Board Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than that granted herein, any College Board Data or any derivative works containing College Board Data without prior written consent of the College Board.
 - 3.2 The Client acknowledges the sensitive and confidential nature of the College Board Data and it agrees that access to College Board Data will be given only to those employees who agree to be bound by the terms of this Data License Agreement.
- 4. **Ownership of the Data:**
 - 4.1 The College Board Data are, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).
 - 4.2 The Client shall not reveal or release the College Board Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the College Board.
- 5. **Client License Grant and Terms of Use:**
 - 5.1 The College Board shall not use the Client Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than granted herein, any Client Data or any derivative works containing Client Data without prior written consent of the Client.
 - 5.2 The College Board acknowledges the sensitive and confidential nature of the Client Data and it agrees that access to the Client Data will be given only to those employees, who agree to be bound by the terms of this Data License Agreement.

SAT Administration

6. **SAT Test Dates and Participating Grade.** The Client has agreed to administer the SAT to following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 07, 2018	March 21, 2018

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 24, 2018 Primary Test Date.

7. **Administering the SAT.** The SAT will be administered under standard College Board test administration and security protocols as specified in the SAT School Day Test Supervisor Manual and SAT School Day Test Supervisor training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. The Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Supervisor training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All

Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of the Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by the SAT Program.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Fort Worth ISD	Amon Carter-Riverside High School	442500	SAT School Day: March 7, 2018
Fort Worth ISD	Arlington Heights High School	442505	SAT School Day: March 7, 2018
Fort Worth ISD	Benbrook Middle-High School	440597	SAT School Day: March 7, 2018
Fort Worth ISD	Diamond Hill-Jarvis High School	442515	SAT School Day: March 7, 2018
Fort Worth ISD	Dunbar High School	442516	SAT School Day: March 7, 2018
Fort Worth ISD	Eastern Hills High School	442518	SAT School Day: March 7, 2018
Fort Worth ISD	Green B Trimble Technical High School	442570	SAT School Day: March 7, 2018
Fort Worth ISD	Marine Creek Collegiate High School	442609	SAT School Day: March 7, 2018
Fort Worth ISD	North Side High School	442545	SAT School Day: March 7, 2018
Fort Worth ISD	O D Wyatt Senior High School	442548	SAT School Day: March 7, 2018
Fort Worth ISD	Polytechnic High School	442555	SAT School Day: March 7, 2018
Fort Worth ISD	Robert L Paschal High School	442560	SAT School Day: March 7, 2018
Fort Worth ISD	South Hills High School	442501	SAT School Day: March 7, 2018
Fort Worth ISD	Southwest High School	442565	SAT School Day: March 7, 2018
Fort Worth ISD	Success High School	442561	SAT School Day: March 7, 2018
Fort Worth ISD	Tarrant County College South / FWISD Collegiate High School	442616	SAT School Day: March 7, 2018
Fort Worth ISD	Texas Academy Of Biomedical Sciences	442492	SAT School Day: March 7, 2018
Fort Worth ISD	Western Hills High School	442575	SAT School Day: March 7, 2018
Fort Worth ISD	Young Mens Leadership Academy	442617	SAT School Day: March 7, 2018
Fort Worth ISD	Young Womens Leadership Academy	442489	SAT School Day: March 7, 2018

V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official Free and Reduced Price Lunch (FRPL) percentage of the Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, the fee calculation for testing under this Schedule represents a greater discount. Please see the table below for specifics. For purposes of Suite Pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	SAT and two other Suite assessments		SAT and one other assessment <u>OR</u> SAT and more than one grade tested		SAT Only with One Grade Tested	
	SAT With Essay	SAT Without Essay	SAT With Essay	SAT Without Essay	SAT With Essay	SAT Without Essay
≥0% and <50%	\$40.00	\$30.00	\$43.00	\$33.00	\$53.00	\$42.00
≥50% and <75%	\$36.00	\$27.00	\$41.00	\$32.00	\$52.00	\$40.00
≥75%	\$32.00	\$24.00	\$39.00	\$30.00	\$50.00	\$38.00

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust enrollment as follows:

Administration Date	Deadline to submit updated enrollment
March 7, 2018	February 9, 2018

2. Changes to Enrollment. If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), the Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: SAT School Day, College Board, 250 Vesey Street, New York, NY 10281, as noted above.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the then-current rate per student as indicated on the College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

3. Restrictions. No Participant will be assessed an individual fee for testing under this Schedule if the Client has chosen SAT with Essay. If the Client has chosen SAT (without Essay) and its participating schools have opted in for student purchased essay, such fees will be billed directly to the schools. The Budget Schedule reflects the option the Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there are no test fee waivers granted for Participants.

VI. CLIENT CONTACT INFORMATION

	Primary ⁴	Data Recipient ⁵	Billing ⁶	Bulk Registration (optional) ⁷
Name:	Brenda Carter	Sara Arispe	Sharon Meng	Brenda Carter
Title:	High School Coordinator	Director of Institutional Research	Assistant Superintendent	High School Coordinator
Address:	100 North University Drive Suite NE226	100 North University Drive Suite NE226	100 North University Drive Suite NE226	100 North University Drive Suite NE226
City/State/Zip:	Fort Worth, Texas 76107-1360	Fort Worth, Texas 76107	Fort Worth, Texas 76107	Fort Worth, Texas 76107-1360
Phone:	(817) 814-2591	8178712422	8178142580	(817) 814-2591
Email:	brenda.carter@fwisd.org	sara.arispe@fwisd.org	sharon.meng@fwisd.org	brenda.carter@fwisd.org

⁴ This is the person to whom the College Board should direct primary communications.

⁵ This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁶ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁷ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

BUDGET SCHEDULE

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2017	June 30, 2018	5069	\$ 16.00	\$ 81104.00	\$ 30414.00	\$ 50690.00
PSAT 8/9 EPP Fixed- Fee - 8th Grade	July 1, 2017	June 30, 2018	5907	\$ 10.00	\$ 59070.00	\$ 29535.00	\$ 29535.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2017	June 30, 2018	5632	\$ 16.00	\$ 90112.00	\$ 33792.00	\$ 56320.00
SAT SD Fixed-Fee Without Essay - 11th Grade	July 1, 2017	June 30, 2018	5069	\$ 46.00	\$ 233174.00	\$ 111518.00	\$ 121656.00

Subtotal: \$ 463,460.00
 Total Discount: \$ 205,259.00
 Total Cost: \$ 258,201.00

Fort Worth Independent School District Sole Source Affidavit



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

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

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

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

PLEASE COMPLETE THIS BOX

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

Please see the enclosed sole source letter.

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

Company The College Board

Address 250 Vesey Street

City, State, Zip Code New York, NY 10281

Telephone No. 212-713-8000 Fax No. _____

Email Address contractsmanagement@collegeboard.org

Authorized Signature 

Title Chief Operating Officer

SUBSCRIBED AND SWORN to before me on this 25th day of July, 2017

Notary Public, State of New York



(Seal)

Nicole Simone McIntyre
Signature

Nicole Simone McIntyre
Printed Name

2/22/2019
Date Commission Expires

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



July 20, 2017

Brenda Carter
High School Coordinator
AAIL Department
Fort Worth Independent School District
100 N. University Dr. NE 226
Fort Worth, TX 76107

Re: Sole Source Justification

Dear Brenda Carter:

The College Board's mission is to connect students to college success and opportunity. We are a not-for-profit membership organization committed to excellence and equity in education.

This letter is to affirm that the College Board is the sole source owner of the following programs, examinations, publications and software, which include tangible and intangible related services and materials collectively referred to as "Official College Board Offerings." Such Official College Board Offerings include without limitation the following: Advanced Placement Program®, AP®, AP® Insight, AP Potential™, Pre-AP®, ACCUPLACER®, CLEP®, PSAT™ 8/9, PSAT™ 10, PSAT/NMSQT®, SAT®, The Official SAT Online Course™, SAT Subject Tests™ and SpringBoard®

Feel free to contact the undersigned if you should have any questions or concerns. We thank you for the opportunity to utilize College Board offerings to help your students connect to college success.

Regards,

A handwritten signature in blue ink, appearing to read "Jeremy Singer".

Jeremy Singer
Chief Operating Officer

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE PURCHASE OF BOX TRUCKS

BACKGROUND:

The District received \$253,000.00 from the Texas Clean Fleet Program grant (contract number 582-17-71620-2586) to help purchase six liquid propane gas (LPG) box trucks. The grant will be used to replace six diesel box trucks in our current fleet, four in the general warehouse and two in the textbook warehouse. We will purchase five 16' and one 24' long truck for a total cost of \$573,200. The District will use \$320,200 of local funds to complete the purchase. The price of the 16' trucks is \$95,342 each plus a one-time BuyBoard fee of \$400. The 24' truck is \$95,690 plus a BuyBoard fee of \$400. With this purchase, the District will reduce its fuel emissions and will save on the cost of operation by using LPG. The trucks require less maintenance, do not need fuel additives and the cost for LPG is currently less than diesel. The old fleet will have to be destroyed under the Texas Commission on Environmental Quality Clean Fleet Grant Program.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Box Trucks
2. Decline to Approve Purchase of Box Trucks
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Box Trucks

FUNDING SOURCE

Additional Details

General Fund	199-51-6631-001-999-99-437-000000	\$320,200.00
Special Revenue	429-51-6631-001-999-99-301-000000-17272	\$253,000.00

COST:

\$573,200.00

VENDOR:

Rush Bus Centers

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 521-16. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Auxiliary Services
Textbook Warehouse

RATIONALE:

Replacing fleet that has aged out of its useful life cycle will improve the efficiency and effectiveness of the participating departments by eliminating production loss due to faulty equipment. Purchasing propane vehicles will allow the District to secure advantageous fuel pricing and reduced emissions.

INFORMATION SOURCE:

Art Cavazos
Carl Alfred

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor:	RUSH TRUCK CENTER	Date Prepared:	6/29/2017
Contact for Vendor:	COLTON KRUSE	Phone:	(830) 302-5219
End User:	Fort Worth ISD		
End User Contact:	Tom Echols	Phone/Fax:	(817) 740-5562
Product Description:	2018 Ford F-650 16' Van Body-26,000 GVWR		

A: Base Price in Bid/Proposal Number: 521-16		Series: F-650 \$37,800.00				
B: Published Options(Itemize Below)						
	DESCRIPTION	AMOUNT		OPT #	DESCRIPTION	AMOUNT
Ford	F6A	\$ 970.00		RTC-1015	Conversion	\$ 49,937.50
Ford	Gaseous Fuel Prep	\$ 365.00		RTC-0011	16'	\$ 6,929.00
Ford	Front Steel 22.5x8.25 10 Hole Wheels	\$ 30.00		RTC-0053	Body Prep Package	\$ 2,438.00
Ford	Rear Steel 22.5x8.25 10 Hole Wheels	\$ 50.00		RTC-1059	Lot Insurance	\$ 2,609.00
Ford	194" WB/120" CA	\$ 325.00		RTC-1060	Floor Plan Interest	\$ 2,598.00
Subtotal Column 1:		\$ 1,740.00		Subtotal Column 2:		\$ 64,511.50
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")						\$ 66,251.50

C: Subtotal of A + B		\$104,051.50			
D: Non Published Options					
Roush Ford Gas Engine Alternative Fuels Conversion System	-\$22,397.50				
Supreme 16' Van Body & Maxon GPT Liftgate with Options	\$13,688.00				
Subtotal Column 1:		-\$8,709.50	Subtotal Column 2:		\$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	-\$8,709.50
--	-------------

E: Contract Price Adjustment (If any, explain here)		

F: Total of C + D +/- E	\$95,342.00
-------------------------	-------------

G: Quantity ordered Units: 5.00 x F	\$ 476,710.00
-------------------------------------	---------------

H: BUYBOARD Administrative Fee	%	\$ 400.00
--------------------------------	---	-----------

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$477,110.00
---	--------------



Selected Options

Code	Description	MSRP
Base Vehicle		
F6A	Base Vehicle Price (F6A)	\$57,610.00
Engines		
99Y	6.8L 3V SEFI V10 Gasoline - 320 HP @ 3900 RPM Torque: 460 ft.lbs. @ 3000 rpm.	STD
425	50-State Emissions	N/C
98G	Gaseous Fuel Prep Pack	\$365.00
Transmissions		
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, with Park Pawl	STD
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8 25 DC rims, with steel hubs.</i>	\$30.00
TCG	Tires, Front Two 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims, with steel hubs.</i>	\$50.00
RCG	Tires, Rear Four 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Brakes		
67J	Hydraulic Brake System - Bosch HydroMax <i>Full power with automatic adjustment. 4 channel ABS anti-lock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake. Orscheln lever control. right of driver.</i>	Included
Front Axle and Suspension		
43A	8,500 lb. Cap. Non-Driving - Dana D-850F	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

Code	Description	MSRP
61B	Taper-Leaf Springs, Parabolic - 8,500 lb. Cap <i>2-leaf, 62" x 3 15". Also includes, standard duty, dual, double acting shock absorbers.</i>	STD
Rear Axle and Suspension		
472	17,500 lb. Single-Speed - Dana S17-140 <i>Single reduction with Gentech Quiet Gears, synthetic lube and 190 wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	STD
68M	Multi-Leaf Springs - 19,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	STD
X6D	6.50 Axle Ratio	N/C
Wheelbase		
194WB	194" Wheelbase/120" CA/75" AF/308" OAL	\$325.00
Frame		
534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI <i>632,000 RBM. High strength low alloy steel; 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm).</i>	STD
Exhaust		
91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter <i>Downward facing, outlet tip.</i>	STD
Fuel Tanks		
65A	Fuel Tank - LH 50 Gallon - Steel	STD
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00
Electrical / Alternator / Battery		
17A	175 Amp Mitsubishi Alternator <i>Extra heavy duty 12 Volt.</i>	Included
63A	Battery - One 900 CCA, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD
Seats		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

Code	Description	MSRP
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolelette - Vinyl	STD
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> <ul style="list-style-type: none"> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Hydraulic Brake System - Bosch HydroMax - Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver. - 175 Amp Mitsubishi Alternator - Extra heavy duty 12 Volt - Painted Grille - Plastic - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt - Steering Wheel - Black PVC w/Integral Cruise Control Switches - Body Builder Wiring - At Back of Cab, Combined <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, park lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	N/C
588	Radio AM/FM Stereo w/Aux Audio Input Jack & Clock <i>With two speakers.</i>	STD
Cab Exterior		
54H	Mirrors, Dual - Rectangular, XL2020 - 96" Width <i>Integral spot mirror, sail type, manual fold, solid black finish.</i>	STD
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Interior Colors		
E_01	Gray	N/C
Primary Colors		
YZ_01	Oxford White	N/C
SUBTOTAL		\$58,380.00
FDAF Assessment		\$0.00
Destination Charge		\$1,495.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Quotation Date 6/28/2017 Page 1 of 3
 Quote # 92526-051017-134710
 (P) (800)541-6282 (F) (574)642-0720
 tina.herrmann@supremecorp.com

LARRY SAULS/FW ISD/SVA16

92526 RUSH MEDIUM DUTY - DALLAS

4000 IRVING BLVD
 DALLAS, TX 75247-5816

PHONE (214)631-2050
 FAX
 SALESPERSON BUD LOY
 QUOTED BY Tina Herrmann
 REQUIRED DATE 5/10/2017

CHASSIS FORD F750 MODELS YEAR YR17 WHEELBASE 201 FW 34 CA 120 ENGINE
 FUEL TYPE DIESEL AXLE TYPE SINGLE AXLE DUAL REAR WHEEL EXHAUST TYPE POOL D.SO

MODEL SVA LENGTH 16'0" ID HEIGHT 97 ID WIDTH 96 OD SIGNATURE VAN BODY ALUMINUM

PROMOTIONS: MA-1
 CHASSIS INFO: CHASSIS GROSS VEHICLE WEIGHT=25999
 BODY SIZE: 16' X 97"H X 96"W
 FLOOR: PRE-COATED UNDERSTRUCTURE
 FLAT FLOOR
 FORKLIFT OPT -12G GALV FRONT PLATE CROSSMEMBERS ON 9" C/L BEHIND C/A
 3" I-BEAM X-MEMBERS ON 12" C/L AND 9" C/L BEHIND CA
 1 SET SPANNER PLATES
 4" I BEAM LONGSILLS
 FLOOR 1-1/8" LAMINATED HARDWOOD 2 SCREWS PER BOARD PER CROSSMEMBER
 REAR END: THRESHOLD PLT.12G(NOM.1/8")T.P 24"
 STANDARD REAR END W/DOOR OPENING
 GALVANNEALED REAR DOOR FRAME
 INTERNAL CORNER POST REINFORCEMENT
 THRESHOLD REINFORCEMENT
 REAR DOOR: WHITING OVERHEAD DOOR
 WHITING PREMIUM SPEC OVERHEAD DOOR WITH 1-1/2" TRACK BRACKETS
 OH REAR DOOR 88" X 91" CLEAR OPENING WITH 6" HEADER
 MS LOCK ON OVERHEAD DOOR
 STD 10G ONE PIECE V-GROOVED THRESHOLD
 2 GRAB HANDLES - REAR ALUM 12"
 BUMPER: NO BUMPER- GETS GATE
 FRONT END: INTERIOR FRONT WIRE COVERS
 1/2" CORE FRP FRONT WALL
 COMPOSITE CORNER WIND DEFLECTOR
 ALUM. EXTRUDED FRONT CORNERS
 WIND DEFL RAD .063 MILL ALUM
 SIDEWALLS: .040 PRE-PAINTED WHITE N0006HN
 PAINT REAR FRAME STD WHITE
 SUPREME DECALS
 SIDE WALL Z-POSTS ON 16" CENTERS
 LINING: NO PLYWOOD LINING FULL SIDES
 1" X 3" HARDWOOD SLATS -- SIDES
 # ROWS SLAT LINING SIDES=6
 SPECIFY SLAT LENGTH=24
 HAT SECTION FRONT REINFORCEMENT
 SCUFF: SCUFF 3/4" PLYWOOD UP SIDES 12" **USE AS BACKER**
 SCUFF 12G GALVANIZED UP 12"SIDES
 ROOF: .032 ALUM ROOF SKIN
 ANTI SNAG ROOF BOWS ON 24" CENTER
 CARGO CONTROL: CARGO CONTROL
 REC. E-TRACK-HORIZ. SIDE
 E-TRACK 2 SIDES
 # ROWS E-TRACK ON SIDES=2
 CARGO CONTROL LOCATION NOTES: LOCATE AT 30" AND 60" UP FROM FLOOR TO C/L
 INTERIOR LIGHTS: INSTALL DOME LIGHT-SEE BELOW
 9-DIODE LED DOME LIGHT (STANDARD)
 DOME LIGHT LOCATED CENTER SIDE TO SIDE EVENLY SPACED IN CEILING
 DOME LIGHT W/ REAR SWITCH



EXTERIOR LIGHTS: LED FMVSS 108 EXTERIOR LIGHTS
6" OVAL MULTI DIODE LED LIGHTS
W/SEALED WIRING HARNESS
ON CORNER POSTS WITH LED BACK-UP LIGHTS

LIFTGATE/RAMP: INSTALL LIFTGATE - SEE SELECTIONS
MXN GPT-3LM 60"X80"WG P/D
"TUK-A-WAY" 3000 LB CAPACITY STANDARD ALUMINUM
PLATFORM STANDARD POWER DOWN STD W/MAXON
BOLT-ON EXTENSION WITH 2-STEP HD BOLT ON STEPS WITH
2-STEP BOLT-ON HD DOCK BUMPERS (MAXON #283997-01) &
14" LONG RUBBER DOCK BUMPERS (MAXON #287035-02)

TUCK A WAY GATE
LIFT GATE CAPACITY=3000
POWER DOWN FOR LIFTGATE
LIFTGATE IS NOT BOLT ON
102" WIDE LIFTGATE OPTION

MISC OPTIONS: MIRRORS INCLUDED WITH CHASSIS

MOUNTING: MOUNTING CLEBURNE- TEXAS
MUDFLAPS STD SUPREME FLAPS
ANTI-SAIL MUDFLAP BRACKETS

SHIPPING: SUPREME DELIVERY

39995 - FREIGHT CHARGE

ONE WAY FRT-DALLAS, TX

SUBTOTAL

TOTAL

Thank you for the opportunity to offer our quotation for your equipment needs. We look forward to your acceptance of this proposal. All prices are firm for 30 days from the date of this quotation. Prices are subject to revision after this date. Payment terms are C.O.D. unless prior credit arrangements have been made. No credit card payments will be accepted. Pricing may be subject to federal, state, local taxes and surcharges at the time of invoicing.

PURCHASED MATERIALS: Supreme and Buyer agree to review Bill of Material cost on quoted product quarterly. Supreme and Buyer agree to review raw material based on AMM (American Metals Market), PPI (Producer Price Index) and TTM(Tropical Timbers Market) or similar indices and purchased options based on supplier pricing. If the total material costs are within 3% of what they were at time of quote, there will be no change. If the total material costs are greater than 3% of what they were at time of quote, the price of the body will include that increase adjustment at time of invoice. If the total material costs are greater than -3% of what they were at time of quote, the buyer will receive that decrease adjustment at time of invoice. Increase or decrease adjustment will factor from the 0% up or down. (Applicable only to bids longer than 90 days in duration)

QUOTE DURATION: Supreme requires that body production begin within 90 days of order placement. Any order not started by the 90th day after order placement may be subject to pricing review or adjustment.

DIMENSIONS: All dimensions, weights, and measurements specified herein are subject to Supreme's manufacturing tolerances and may vary depending on options/chassis selected. Please contact your Supreme representative for measurements for your specific body order.

CHASSIS: When mounting a Supreme body on a used chassis all used chassis will be inspected by Supreme Corp. personnel upon the chassis arriving at our facility. It is in the best interest of all parties involved to ensure that the used chassis is suitable for use. Chassis will be inspected for road worthiness and OEM original specifications. Any necessary upgrades or repairs will be the responsibility of the customer including any delays as a result of vehicle upgrades or repairs. When not using a Supreme bailment chassis customer is responsible that the chassis has adequate mirrors and frame pucks for mounting a Supreme body.

PAINTING: Supreme does not warrant all colors painted on or impregnated in the gelcoat finish of a body and there are some colors that are not recommended. Please contact your Supreme sales representative to determine the warranty for your specific order.

NOTICE: Supreme shall not be liable for any such loss or damage as a result of any delay or failure to deliver, for any reason, including, but not limited to, any act of God, act of buyer, embargo or other government act, regulation or request, fire, accident, strike, slowdown, war, riot, vandalism, shortage, delay in transportation, or delayed delivery by suppliers.

Supreme shall not be liable for any incidental or consequential damages that may occur to customers used truck body, truck equipment, or personal items left in chassis or truck body while in Supremes possession for repairs and/ dismount.

In addition, customer agrees to reimburse Supreme for storage lot expense for their truck body after (90) days from dismount date. After the (90) day a fee of \$125.00 will apply including a \$6.00 per day fee thereafter for up to 180 days. After 180 days, the customers

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor:	RUSH TRUCK CENTER	Date Prepared:	6/29/2017
Contact for Vendor:	COLTON KRUSE	Phone:	(830) 302-5219
End User:	Fort Worth ISD		
End User Contact:	Tom Echols	Phone/Fax:	(817) 740-5562
Product Description:	2017 Ford F-650 24' Van Body-26,000 GVWR		

A: Base Price in Bid/Proposal Number: 521-16		Series: F-650 \$37,800.00			
B: Published Options(Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Ford	F6A	\$ 970.00	RTC-1045	Conversion	\$ 49,937.50
Ford	Gaseous Fuel Prep	\$ 365.00	RTC-0077	24'	\$ 9,660.00
Ford	Front Steel 22.5x8.25 10 Hole Wheels	\$ 30.00	RTC-0053	Body Prep Package	\$ 2,438.00
Ford	Rear Steel 22.5x8.25 10 Hole Wheels	\$ 50.00	RTC-1059	Lot Insurance	\$ 2,609.00
Ford	260" WB/186" CA	\$ 965.00	RTC-1060	Floor Plan Interest	\$ 2,598.00
Subtotal Column 1: \$ 2,380.00		Subtotal Column 2: \$ 67,242.50			
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")					\$ 69,622.50

C: Subtotal of A + B		\$107,422.50
D: Non Published Options		
Roush Ford Gas Engine Alternative Fuels Conversion System	-\$22,397.50	
Supreme 24' Van Body & Maxon GPT Liftgate with Options	\$10,665.00	
Subtotal Column 1: -\$11,732.50		Subtotal Column 2: \$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	-\$11,732.50
--	--------------

E: Contract Price Adjustment (If any, explain here)		

F: Total of C + D +/- E	\$95,690.00
-------------------------	-------------

G: Quantity ordered Units: 1.00 x F	\$ 95,690.00
-------------------------------------	--------------

H: BUYBOARD Administrative Fee	%	\$ 400.00
--------------------------------	---	-----------

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)		

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$96,090.00
---	-------------



Selected Options

Code	Description	MSRP
Base Vehicle		
F6A	Base Vehicle Price (F6A)	\$57,610.00
Engines		
99Y	6.8L 3V SEFI V10 Gasoline - 320 HP @ 3900 RPM Torque: 460 ft.lbs. @ 3000 rpm.	STD
425	50-State Emissions	N/C
98G	Gaseous Fuel Prep Pack	\$365.00
Transmissions		
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, with Park Pawl	STD
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8 25 DC rims, with steel hubs.</i>	\$30.00
TCG	Tires, Front Two 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8 25 DC rims, with steel hubs.</i>	\$50.00
RCG	Tires, Rear Four 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Brakes		
67J	Hydraulic Brake System - Bosch HydroMax <i>Full power with automatic adjustment. 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake. Orscheln lever control, right of driver.</i>	Included
Front Axle and Suspension		
43A	8,500 lb. Cap. Non-Driving - Dana D-850F	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

Code	Description	MSRP
61B	Taper-Leaf Springs, Parabolic - 8,500 lb. Cap <i>2-leaf, 62" x 3 15". Also includes, standard duty, dual, double acting shock absorbers.</i>	STD

Rear Axle and Suspension

472	17,500 lb. Single-Speed - Dana S17-140 <i>Single reduction with Gentech Quiet Gears, synthetic lube and 190 wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	STD
68M	Multi-Leaf Springs - 19,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	STD
X6D	6.50 Axle Ratio	N/C

Wheelbase

260WB	260" Wheelbase/186" CA/120" AF/419" OAL	\$965.00
-------	--	----------

Frame

534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI <i>632,000 RBM. High strength low alloy steel; 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm).</i>	STD
-----	---	-----

Exhaust

91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter <i>Downward facing, outlet tip.</i>	STD
-----	---	-----

Fuel Tanks

65A	Fuel Tank - LH 50 Gallon - Steel	STD
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00

Electrical / Alternator / Battery

17A	175 Amp Mitsubishi Alternator <i>Extra heavy duty 12 Volt.</i>	Included
63A	Battery - One 900 CCA, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD

Seats

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

Code	Description	MSRP
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolelette - Vinyl	STD
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> <ul style="list-style-type: none"> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Hydraulic Brake System - Bosch HydroMax - Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orschein lever control, right of driver. - 175 Amp Mitsubishi Alternator - Extra heavy duty 12 Volt. - Painted Grille - Plastic - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt - Steering Wheel - Black PVC w/Integral Cruise Control Switches - Body Builder Wiring - At Back of Cab, Combined <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, park lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	N/C
588	Radio AM/FM Stereo w/Aux Audio Input Jack & Clock <i>With two speakers.</i>	STD
Cab Exterior		
54H	Mirrors, Dual - Rectangular, XL2020 - 96" Width <i>Integral spot mirror, sail type, manual fold, solid black finish.</i>	STD
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Interior Colors		
E_01	Gray	N/C
Primary Colors		
YZ_01	Oxford White	N/C

SUBTOTAL	\$59,020.00
FDAF Assessment	\$0.00
Destination Charge	\$1,495.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Quotation Date 6/28/2017 Page 1 of 3
 Quote # 92526-090716-13493B
 (P) (800)541-6282 (F) (574)642-0720
 tina.herrmann@supremecorp.com

LARRY SAULS/FW ISD/SVA24

92526 RUSH MEDIUM DUTY FORD - DALLAS

4000 IRVING BLVD
 DALLAS, TX 75247-5816

PHONE (214)631-2050
 FAX
 SALESPERSON BUD LOY
 QUOTED BY Tina Herrmann
 REQUIRED DATE 10/19/2015

CHASSIS FORD F750 MODELS YEAR YR17 WHEELBASE 260 FW 34 CA 186 ENGINE
 FUEL TYPE GAS AXLE TYPE SINGLE AXLE DUAL REAR WHEEL EXHAUST TYPE POOL D.SO

MODEL SVA LENGTH 24'0" ID HEIGHT 103 ID WIDTH 102 OD SIGNATURE VAN BODY ALUMINUM

PROMOTIONS: MA-1
 CHASSIS INFO: CHASSIS GROSS VEHICLE WEIGHT=26000
 FLOOR: PRE-COATED UNDERSTRUCTURE
 FLAT FLOOR
 FORKLIFT OPT -12G GALV FRONT PLATE CROSSMEMBERS ON 9" C/L BEHIND C/A
 3" I-BEAM X-MEMBERS ON 12" C/L AND 9" C/L BEHIND CA
 1 SET SPANNER PLATES
 4" I BEAM LONGSILLS
 FLOOR 1-1/8" LAMINATED HARDWOOD 2 SCREWS PER BOARD PER CROSSMEMBER
 REAR END: THRESHOLD PLT.12G(NOM.1/8")T.P 24"
 STANDARD REAR END W/DOOR OPENING
 GALVANNEALED REAR DOOR FRAME
 INTERNAL CORNER POST REINFORCEMENT
 THRESHOLD REINFORCEMENT
 REAR DOOR: WHITING OVERHEAD DOOR
 WHITING PREMIUM SPEC OVERHEAD DOOR WITH 1-1/2" TRACK BRACKETS
 OH REAR DOOR 94" X 97" CLEAR
 MS LOCK ON OVERHEAD DOOR
 STD 10G ONE PIECE V-GROOVED THRESHOLD
 2 GRAB HANDLES - REAR ALUM 12"
 BUMPER: NO BUMPER- GETS GATE
 FRONT END: INTERIOR FRONT WIRE COVERS
 1/2" CORE FRP FRONT WALL
 COMPOSITE CORNER WIND DEFLECTOR
 ALUM. EXTRUDED FRONT CORNERS
 WIND DEFL RAD .063 MILL ALUM
 SIDEWALLS: .040 PRE-PAINTED WHITE N0006HN
 PAINT REAR FRAME STD WHITE
 SUPREME DECALS
 SIDE WALL Z-POSTS ON 16" CENTERS
 LINING: NO PLYWOOD LINING FULL SIDES
 1" X 3" HARDWOOD SLATS -- SIDES
 # ROWS SLAT LINING SIDES=6
 SPECIFY SLAT LENGTH=24
 HAT SECTION FRONT REINFORCEMENT
 SCUFF: SCUFF 3/4" PLYWOOD UP SIDES 12" **USE AS BACKER**
 SCUFF 12G GALVANIZED UP 12"SIDES
 ROOF: .032 ALUM ROOF SKIN
 ANTI SNAG ROOF BOWS ON 24" CENTER
 CARGO CONTROL: CARGO CONTROL
 REC. E-TRACK-HORIZ. SIDE
 E-TRACK 2 SIDES
 # ROWS E-TRACK ON SIDES=2
 CARGO CONTROL LOCATION NOTES: LOCATE AT 30" AND 60" UP FROM FLOOR TO C/L
 INTERIOR LIGHTS: INSTALL DOME LIGHT-SEE BELOW
 9-DIODE LED DOME LIGHT (STANDARD)
 DOME LIGHT LOCATED CENTER SIDE TO SIDE EVENLY SPACED IN CEILING
 DOME LIGHT W/ REAR SWITCH
 EXTERIOR LIGHTS: LED FMVSS 108 EXTERIOR LIGHTS W/SEALED WIRING HARNESS



EXTERIOR LIGHTS: 6" OVAL MULTI DIODE LED LIGHTS ON CORNER POSTS WITH LED BACK-UP LIGHTS
LIFTGATE/RAMP: INSTALL LIFTGATE - SEE SELECTIONS
MXN GPT-3LM 60"X80"WG P/D
"TRUCK-A-WAY" 3000 LB CAPACITY STANDARD ALUMINUM
PLATFORM STANDARD POWER DOWN STD W/MAXON
BOLT-ON EXTENSION WITH 2-STEP HD BOLT ON STEPS WITH
2-STEP BOLT-ON HD DOCK BUMPERS (MAXON #283997-01) &
14" LONG RUBBER DOCK BUMPERS (MAXON #287035-02)

POWER DOWN FOR LIFTGATE
LIFTGATE IS NOT BOLT ON
102" WIDE LIFTGATE OPTION

MISC OPTIONS: MIRRORS INCLUDED WITH CHASSIS
MOUNTING: MOUNTING CLEBURNE- TEXAS
MUDFLAPS STD SUPREME FLAPS
ANTI-SAIL MUDFLAP BRACKETS

SHIPPING: SUPREME DELIVERY

39995 - FREIGHT CHARGE	ONE WAY FRT-DALLAS, TX	SUBTOTAL
		TOTAL

Thank you for the opportunity to offer our quotation for your equipment needs. We look forward to your acceptance of this proposal. All prices are firm for 30 days from the date of this quotation. Prices are subject to revision after this date. Payment terms are C.O.D. unless prior credit arrangements have been made. No credit card payments will be accepted. Pricing may be subject to federal, state, local taxes and surcharges at the time of invoicing.

PURCHASED MATERIALS: Supreme and Buyer agree to review Bill of Material cost on quoted product quarterly. Supreme and Buyer agree to review raw material based on AMM (American Metals Market), PPI (Producer Price Index) and TTM(Tropical Timbers Market) or similar indices and purchased options based on supplier pricing. If the total material costs are within 3% of what they were at time of quote, there will be no change. If the total material costs are greater than 3% of what they were at time of quote, the price of the body will include that increase adjustment at time of invoice. If the total material costs are greater than -3% of what they were at time of quote, the buyer will receive that decrease adjustment at time of invoice. Increase or decrease adjustment will factor from the 0% up or down. (Applicable only to bids longer than 90 days in duration)

QUOTE DURATION: Supreme requires that body production begin within 90 days of order placement. Any order not started by the 90th day after order placement may be subject to pricing review or adjustment.

DIMENSIONS: All dimensions, weights, and measurements specified herein are subject to Supreme's manufacturing tolerances and may vary depending on options/chassis selected. Please contact your Supreme representative for measurements for your specific body order.

CHASSIS: When mounting a Supreme body on a used chassis all used chassis will be inspected by Supreme Corp. personnel upon the chassis arriving at our facility. It is in the best interest of all parties involved to ensure that the used chassis is suitable for use. Chassis will be inspected for road worthiness and OEM original specifications. Any necessary upgrades or repairs will be the responsibility of the customer including any delays as a result of vehicle upgrades or repairs. When not using a Supreme bailment chassis customer is responsible that the chassis has adequate mirrors and frame pucks for mounting a Supreme body.

PAINTING: Supreme does not warrant all colors painted on or impregnated in the gelcoat finish of a body and there are some colors that are not recommended. Please contact your Supreme sales representative to determine the warranty for your specific order.

NOTICE: Supreme shall not be liable for any such loss or damage as a result of any delay or failure to deliver, for any reason, including, but not limited to, any act of God, act of buyer, embargo or other government act, regulation or request, fire, accident, strike, slowdown, war, riot, vandalism, shortage, delay in transportation, or delayed delivery by suppliers.

Supreme shall not be liable for any incidental or consequential damages that may occur to customers used truck body, truck equipment, or personal items left in chassis or truck body while in Supremes possession for repairs and/ dismount.

In addition, customer agrees to reimburse Supreme for storage lot expense for their truck body after (90) days from dismount date. After the (90) day a fee of \$125.00 will apply including a \$6.00 per day fee thereafter for up to 180 days. After 180 days, the customers dismounted body will become the property of Supreme and a \$780. disposal fee will apply.



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

[Administration](#)

[Reports](#)

[Shopping Cart](#)

Welcome Ft. Worth
[Help](#) [Log Off](#)

Vendor Contract Information

[Back](#)

Searches:

[Search by Vendor](#)

[Browse Contracts](#)

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors

Rush Truck Centers of Texas, LP[X]

Price Range

Show all prices

Category

None Selected

Contract

Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor[X]

Additional Resources

Vendor Name: Rush Truck Centers of Texas, LP

Address: 555 I.H. 35 South

New Braunfels, TX 78130

Phone Number: (830) 302-5254

Email: neubauerd@rushenterprises.com

Website: <http://www.rushtruckcenters.com>

Federal ID: 74-2786264

Contact: Drew Neubauer

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR: Yes

Contract Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Contract Description: Compact, mid-size and full size sedans, crossover; sport utility; midsize/full-size/heavy duty pickup, passenger/cargo van, law enforcement vehicles/motorcycles, cab/chassis, heavy duty trucks/tractors, program vehicles, repair parts/service

Contract#: 521-16

Effective Date: 12/01/2016

Expiration Date: 11/30/2019

Service Fee: Vehicles purchase orders are subject to a \$400 service fee

Payment Terms: Net 30 days

Delivery Days: 90

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Contract Exceptions: The term "program vehicle" refers to a factory owned vehicle that has been used for demonstration and test drive purposes throughout the year the vehicle was released and is considered a used vehicle. Program vehicles do not maintain the Manufacturers Certificate Origin (MCO) as that only applies new vehicles. Program vehicles also include vehicles purchased from car rental agencies, again considered used vehicles, and are usually one or two old lease returns with a years' worth of mileage (maximum of 25,000 miles).

Additional Info: NOTE: As per the specifications for BuyBoard Proposal 521-16, and except for delivery fee explained below, all vehicle fees (i.e. pre-deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s) not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a vehicle fee and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members. EDGAR Vendor Certification Form (relating CFR Part 200 & Appendix II) is included in the Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page.

Quote Reference Number: 521-16

Return Policy: 14 day return policy on parts only

Additional Dealers: See Additional Dealers/Distributors link for dealer list.

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE PURCHASE OF SCHOOL BUSES WITH FUNDS FROM 2013 CAPITAL IMPROVEMENT PROGRAM AND TEXAS CLEAN FLEET PROGRAM

BACKGROUND:

The District received \$945,000 from the Texas Clean Fleet Program grant (contract number 582-17-71620-2586) to help purchase 20 liquid propane gas (LPG) school buses. The grant will be used to replace fifteen 77-passenger and five 53-passenger diesel buses for a total cost of \$2,042,955. The District will use \$1,097,955.00 of Capital Improvement Program (CIP) funds from the 2013 bond authorization to complete the purchase. The purchase price for each 77-passenger bus is \$102,845 plus a one-time BuyBoard fee of \$800. Each 53-passenger bus with a wheelchair lift is \$99,736.00 plus a one-time BuyBoard fee of \$800 - utilizing BuyBoard contract 430-13 and vendor Rush Bus Centers. The buses will replace 2001 diesel models. With this purchase, the District will reduce its fuel emissions and will save on the cost of operation by using LPG. The LPG buses require less maintenance, do not need fuel additives and the cost for LPG is currently less than diesel. The old fleet will have to be destroyed under the Texas Commission on Environmental Quality Clean Fleet Grant Program.

All buses will meet the new Senate Bill 693 requiring three-point seat belts on buses that transport school children.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of School Buses with Funds from 2013 Capital Improvement Program and Texas Clean Fleet Program
2. Decline to Approve Purchase of School Buses with Funds from 2013 Capital Improvement Program and Texas Clean Fleet Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of School Buses with Funds from 2013 Capital Improvement Program and Texas Clean Fleet Program

FUNDING SOURCE

Additional Details

CIP	683-34-6631-001-999-99-000-000000	\$838,475.00
	683-34-6631-001-999-23-000-000000	\$259,480.00
Special Revenue	429-34-6631-001-999-99-301-000000-17272	\$705,000.00
	429-34-6631-001-999-23-301-000000-17272	\$240,000.00

COST:

\$2,042,955.00

VENDOR:

Rush Bus Centers

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 459-14. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Transportation

RATIONALE:

Replacing fleet that has aged out of its useful life cycle will improve the efficiency and effectiveness of the transportation department fleet by eliminating production loss due to faulty equipment. Purchasing propane vehicles will allow the District to secure advantageous fuel pricing and reduced emissions.

INFORMATION SOURCE:

Art Cavazos
Carl Alfred



Rush Truck Center, Rush Bus Center - Dallas TX
 4000 Irving Boulevard
 Dallas, TX 75247

Customer Proposal Letter

FT. WORTH ISD
 100 N ORTH UNIVERSITY SUITE NW 140-E
 FT WORTH, TX 76107
 (817) 817-2120
 richard.routte@fwisd.org
 RICHARD ROUTTE

Buy Board #459-14
 Quote #149086
 Includes 3 point seating

RICHARD ROUTTE, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Blue Bird Model BBCV3310S Year 2018 Stock Number To Be Determined

Additional Vehicle and Accessories Description _____ To be delivered on or about _____

Type C & D build to order quotes are good for 60 days. A purchase order is required to secure any order. Remit PO to rushbus@rushenterprises.com. Fees associated with any purchasing cooperative are not included in the above pricing & **must be added as a separate line item on any new bus orders**, if applicable. Delivery Date 120-150 Days ARO

Quantity		Total
	15	
Truck Price per Unit	\$102,845.00	\$1,542,675.00
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$102,845.00	\$1,542,675.00
Optional Extended Warranty(ies)		
State Sales Tax		
Buy Board #459-14 Fee	1	\$800.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$102,845.00	\$1,543,475.00
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative John Rubenkoenig signature John Rubenkoenig printed name
 Purchaser _____ signature _____ printed name
 _____ title _____ date
 Accepted by Sales Manager or General Manager signature _____ printed name

Quote good until **7/14/2017** Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.



www.rushbuscenters.com

77 Passenger School Bus



FORT WORTH ISD – 149086 three point seating

This quoted bus meets or exceeds all 2016 State of Texas Specifications for School buses as published by the Texas Department of Public Safety.

Chassis Specifications

- Ford/Roush 6.8L LPG, 320 HP, 460 lb-ft Gen 4
- 2013 Emission compliant
- Road Speed governor set at 60 MPH
- Left side exhaust
- 273" Wheelbase
- Ford 6R140 automatic transmission. 6 speed
- Dual air brakes w/ABS, auto slack adjusters, automatic moisture ejector & Bendix air dryer
- 98 Gal. (93 useable) Fuel tank between the frame rails. Dual fuel pumps. NFPA 58 compliant. LPG vent line left rear. 7" Interior Fuel sending unit plate. Quick connects. Fuel rail pressure control.
- 270 Amp Alternator
- (3) Group 31 batteries; 2100 CCA located in skirt battery box with roll out tray
- Cruise Control, Tachometer, High idle switch, Hourmeter, Voltmeter, Digital clock
- Tilt/Telescopic power steering
- 11R x 22.5 Hankook, LRG, Tires
- Black steel 10-stud disc wheels 8.25 x 22.5
- Steel reinforced front & rear bumpers; black
- 12K Front axle / 23,000# Rear axle; 5.29 axle ratio
- Front and rear oil lubed bearings
- Hendrickson variable tapered front springs
- Hendrickson Multi-leaf spring suspension rear
- Daytime running lamps
- Intermittent windshield wipers w/one gal. reservoir
- Rear tow hooks
- Hubodometer

Body Specifications

- 77 Passenger capacity seated for 72 Passengers
- 2018 Blue Bird Vision BBCV 3310 School Bus
- Meets Colorado Rack & Load requirements
- 77" Headroom
- Continuous one-piece roof bows, no welds
- All steel body construction.
- Complete fiberglass insulation
- Acoustical ceiling panels in first two sections
- First aid kit, body fluid clean-up kit, 5lb. Fire extinguisher, Triangle warning devices, 112 db backup alarm, and belt cutter
- Ext. electrical access under driver window; locking
- Passenger dome lamps each side above windows
- Driver dome on separate switch
- LED clearance/marker/ID, backup, rear turn signals, & brakes. Strobing LED warning lamps
- Skirt mounted boarding light. Stepwell lamp. Side body amber turn signals
- Pre-trip ext. light test / Post trip Child reminder
- Accessory power socket w/cap
- Dual stop arms with two red LED lamps
- Interior mirror w/ adjustable visor
- Rosco remote controlled rearview mirrors & Crossview mirrors
- Left & right side hand rails at entry
- Outward opening entrance door
- Rear emergency door with buzzer
- Spring loaded fuel filler door
- (2) Roof hatches / (4) Push-out windows w/buzzers
- Four piece flat, shaded & tinted windshield
- Light tint laminated driver's window with latch
- Split sash aluminum frame laminated windows
- School bus seats w/fire-block upholstery
- Suspension driver seat; gray vinyl w/ high visibility orange 3 pt. seatbelt
- Driver's console to left of driver
- LH Armrest with driver storage on console
- Three step "bolt-in" stepwell w/pebble tread rubber
- Plywood sub floor
- Rubber floor covering; ribbed aisle w/ trim
- Full reflective material package excluding bumpers
- (4) Rub rails painted black
- National School Bus Yellow exterior paint
- White interior paint
- 90,000 BTU Front heater/defroster
- Mud flaps on front and rear



Warranty: 5 year/100,000 mile warranty on body shell, paint adhesion, seat frames & engine. 5 year / Unlimited Transmission warranty. 5 year axle warranty.

Included Optional Items

1. Customer Name Lettering: **FORT WORTH ISD** 6" black block style long lasting vinyl
2. Document Pouch mounted forward of barrier behind driver.
3. Glove Box located in right side dash area with locking door latch.
4. Cup Holder located in dash to right of driver.
5. Driver fan with 2 speed rocker style switch. Located upper left above driver window
6. Driver fan with 2 speed rocker style switch. Located upper right side of windshield
7. LED down casting skirt mounted boarding light
8. Air operated stop arms
9. All exterior mirrors are heated with 15 minute timer
10. 10 x 30 Interior mirror
11. Air operated entrance door
12. Locking fuel filler door
13. Dark tint laminated side, rear, and rear door glass. Light tint laminated entrance door and driver's window.
14. Two, ProLo roof hatches
15. 12 rows of 39" seats with 3 point lap and should belts for 72 passengers
16. Maximum knee spacing for all seating positions
17. Brown fire-block upholstery on barriers and seats
18. Air operated driver's seat with cloth insert, and lumbar support
19. $\frac{3}{8}$ " Marine grade plywood sub floor
20. White painted roof
21. 80,000 BTU rear heater with booster pump and constant torque hose clamps

Dealer Added Options

1. ACC 130,000 BTU AC w/front & rear in-wall evaporators plus in dash. Dual M21 compressors.
2. Technician training
3. Five sets of spare keys
4. DOT inspection



Rush Truck Center, Rush Bus Center - Dallas TX
 4000 Irving Boulevard
 Dallas, TX 75247

Customer Proposal Letter

FT. WORTH ISD
 100 N ORTH UNIVERSITY SUITE NW 140-E
 FT WORTH, TX 76107
 (817) 817-2120
 richard.route@fwisd.org
 RICHARD ROUTTE

Buy Board # 459-14
 Quote # 149093
 Includes 3pt Seating

RICHARD ROUTTE, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Blue Bird Model BBCV2610S Year 2018 Stock Number To Be Determined

Additional Vehicle and Accessories Description _____ To be delivered on or about _____

Type C & D build to order quotes are good for 60 days. A purchase order is required to secure any order. Remit PO to rushbus@rushenterprises.com.

Fees associated with any purchasing cooperative are not included in the above pricing & **must be added as a separate line item on any new bus orders**, if applicable. Delivery Date 120-150 Days ARO

Quantity		Total
Truck Price per Unit	5	
	\$99,736.00	\$498,680.00
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$99,736.00	\$498,680.00
Optional Extended Warranty(ies)		
State Sales Tax		
Buy Board #459-14 Fee	1	800.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$99,736.00	\$499,480.00
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative John Rubenkoenig signature John Rubenkoenig printed name

Purchaser _____ signature _____ printed name

Accepted by Sales Manager or General Manager _____ title _____ date _____ signature _____ printed name

Quote good until **7/14/2017** Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F E T. to be paid by Dealer, subject to adjustment. Any F E T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.



www.rushbuscenters.com

53 Passenger School Bus



FORT WORTH ISD – 149093 three point seating

This quoted bus meets or exceeds all 2016 State of Texas Specifications for School buses as published by the Texas Department of Public Safety.

Chassis Specifications

- Ford/Roush 6.8L LPG, 320 HP, 460 lb-ft Gen 4
- 2013 Emission compliant
- Road Speed governor set at 60 MPH
- Left side exhaust
- 217" Wheelbase
- Ford 6R140 automatic transmission. 6 speed
- Dual air brakes w/ABS, auto slack adjusters, automatic moisture ejector & Bendix air dryer
- 69 Gal. (67.5 useable) Fuel tank between the frame rails. Dual fuel pumps. NFPA 58 compliant. LPG vent line left rear. 7" Interior Fuel sending unit plate. Quick connects. Fuel rail pressure control.
- 270 Amp Alternator
- (3) Group 31 batteries; 2100 CCA located in skirt battery box with roll out tray
- Cruise Control, Tachometer, High idle switch, Hourmeter, Voltmeter, Digital clock
- Tilt/Telescopic power steering
- 255/70R x 22.5 Hankook, LRG, Tires
- Black steel 10-stud disc wheels 8.25 x 22.5
- Steel reinforced front & rear bumpers; black
- 12K Front axle / 21,000# Rear axle; 5.29 axle ratio
- Front and rear oil lubed bearings
- Hendrickson variable tapered front springs
- Hendrickson air ride suspension rear
- Daytime running lamps
- Intermittent windshield wipers w/one gal. reservoir
- Rear tow hooks
- Hubodometer

Body Specifications

- 53 Passenger capacity seated for 18 passengers
- 2018 Blue Bird Vision BBCV 2610 School Bus
- Meets Colorado Rack & Load requirements
- 77" Headroom
- Continuous one-piece roof bows, no welds
- All steel body construction.
- Complete fiberglass insulation
- Acoustical ceiling panels in first two sections
- First aid kit, body fluid clean-up kit, 5lb. Fire extinguisher, Triangle warning devices, 112 db backup alarm, and belt cutter
- Ext. electrical access under driver window; locking
- Passenger dome lamps each side above windows
- Driver dome on separate switch
- LED clearance/marker/ID, backup, rear turn signals, & brakes. Strobing LED warning lamps
- Skirt mounted boarding light. Stepwell lamp. Side body amber turn signals
- Pre-trip ext. light test / Post trip Child reminder
- Accessory power socket w/cap
- Dual stop arms with two red LED lamps
- Interior mirror w/ adjustable visor
- Rosco remote controlled rearview mirrors & Crossview mirrors
- Left & right side hand rails at entry
- Outward opening entrance door
- Rear emergency door with buzzer
- Spring loaded fuel filler door
- (2) Roof hatches / (4) Push-out windows w/buzzers
- Four piece flat, shaded & tinted windshield
- Light tint laminated driver's window with latch
- Split sash aluminum frame laminated windows
- School bus seats w/fire-block upholstery
- Suspension driver seat; gray vinyl w/ high visibility orange 3 pt. seatbelt
- Driver's console to left of driver
- LH Armrest with driver storage on console
- Three step "bolt-in" stepwell w/pebble tread rubber
- Plywood sub floor
- Rubber floor covering; ribbed aisle w/ trim
- Full reflective material package excluding bumpers
- (4) Rub rails painted black
- National School Bus Yellow exterior paint
- White interior paint
- 90,000 BTU Front heater/defroster
- Mud flaps on front and rear



Warranty: 5 year/100,000 mile warranty on body shell, paint adhesion, seat frames & engine. 5 year / Unlimited Transmission warranty. 5 year axle warranty.

Included Optional Items

1. Customer Name Lettering: **FORT WORTH ISD** 6" black block style long lasting vinyl
2. Document Pouch mounted forward of barrier behind driver.
3. Glove Box located in right side dash area with locking door latch.
4. Cup Holder located in dash to right of driver.
5. Driver fan with 2 speed rocker style switch. Located upper left above driver window
6. Driver fan with 2 speed rocker style switch. Located upper right side of windshield
7. LED down casting skirt mounted boarding light
8. Air operated stop arms
9. All exterior mirrors are heated with 15 minute timer
10. 10 x 30 Interior mirror
11. Air operated entrance door
12. Locking fuel filler door
13. Dark tint laminated side, rear, lift door & rear door glass. Light tint laminated entrance door and driver's window.
14. Two, ProLo roof hatches
15. Three rows of 39" track mounted seats with three point lap/shoulder belts for 18 passengers
16. Color coded lap belts for all passengers
17. Brown fire-block upholstery on barriers and seats
18. Air operated driver's seat with cloth insert, and lumbar support
19. Braun 1000# capacity fully automatic w/ 34" x 51" platform compliant w/ FMVSS 403 & 404 mounted at right rear of bus. Includes additional interlock safety belt. *(includes all TX Spec related special needs equipment)*
20. Five positions using 4 channel flush mounted "L" track, three positions at left rear of bus and two position on right in front of lift. Full length L track throughout passenger compartment.
21. Five sets of Sure-Lok FF612S-4C-7 tiedown systems with storage bags.
22. Flat floor design
23. 5/8" Marine grade plywood sub floor
24. White painted roof
25. 80,000 BTU rear heater with booster pump and constant torque hose clamps

Dealer Added Options

1. ACC 130,000 BTU AC w/front & rear in-wall evaporators plus in dash. Dual M21 compressors.
2. Technician training
3. Five sets of spare keys
4. DOT inspection



Phone: 800-695-2919

Fax: 800-211-5454

Email:

info@buyboard.com

Administration

Reports

Shopping Cart

Welcome Ft. Worth
Help [Log Off]

Vendor Contract Information

[Back](#)

Searches:

[Search by Vendor](#)
[Browse Contracts](#)

Search:

- All
 Vendor Discounts Only
 Catalog Pricing Only

Refine Your Search:

Vendors

Rush Bus Centers[X]

Price Range

Show all prices

Category

None Selected

Contract

School Buses, Options, and Parts[X]

Additional Resources

Vendor Name: Rush Bus Centers

Address: 16345 IH-35 North

Selma, TX 78154

Phone Number: (210) 800-8910

Email: rushbus@rushenterprises.com

Website: <http://www.rushbuscenters.com>
Federal ID: 74-2786284

Contact: Randy McWhirter

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR: No

Contract Name: School Buses, Options, and Parts

Contract Description: Type A bus on van chassis; type C conventional bus; type D transit style bus; optional equipment; repair parts; service/repair

Contract#: 459-14

Effective Date: 10/01/2014

Expiration Date: 11/30/2017

Service Fee: Vehicles purchase orders are subject to a \$800 service fee

Payment Terms: Net 30 days

Delivery Days: 180

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Other

Region Served: Texas Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 20

States Served: Texas

Contract Exceptions: Buses quoted meet the minimum Texas specifications for the year in which they are manufactured. Shipping is via either Rush Bus or certified third party delivery service

Quote Reference Number: RBC2014

Return Policy: No returns on sold units

Additional Dealers: See Extended Exceptions for dealer list

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)
Proposal Documents: [Click to view BuyBoard Proposal Documents](#)
Regulatory Notice: [Click to view Bonding Regulatory Notice](#)
Extended Exceptions: [Click to view Vendor Extended Exceptions Documents](#)

Contact us 800-695-2919

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE RENEWAL OF EDUPHORIA PREMIUM SUITE AND RELATED SERVICES INTERLOCAL AGREEMENT

BACKGROUND:

Eduphoria! is an omnibus system that includes STRIVE, AWARE, Facilities & Events, FormSpace, and TEKSbank, which provide campuses with a Web-based solution for T-TESS; a Web-based professional development scheduling and tracking system; customizable access to student level assessment data; a place to schedule facilities for professional learning; a tool for creating small surveys and entry forms, and access to assessment items and questions. Prior to 2014-2015 the district scheduled and tracked professional development, managed teacher evaluations, and housed teacher/campus accessible student assessment data on separate systems. In 2014-2015, the district purchased the services of *Eduphoria!* Premium Suite to consolidate these services while saving resources compared to purchasing the separate legacy systems. The integration through *Eduphoria!* Premium Suite also provides teachers and instructional personnel access to these services through one portal, with integration and consistent navigation.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal Of Eduphoria Premium Suite And Related Services Interlocal Agreement
2. Decline to Approve Renewal Of Eduphoria Premium Suite And Related Services Interlocal Agreement
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal Of Eduphoria Premium Suite And Related Services Interlocal Agreement

FUNDING SOURCE

Additional Details

General Fund

199-31-6239-001-999-99-114-0000

COST:

291,415.00

VENDOR:

Region 11 Education Service Center

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

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

RATIONALE:

The district uses these systems to manage professional learning for all FWISD employees, to manage the T-TESS (Evaluation) of all teachers and instructional staff, and to allow teachers and instructional staff to access, monitor, and analyze all the student assessment data of their students. The tracking of professional learning is essential to growth for all staff, not to mention compliance of state and federal requirements, certification renewal, stipend hours, and other district-required training. T-TESS is a state requirement, and the management of this process is critical to ensure accuracy for compliance, as well as an avenue for timely and accessible feedback for teachers. Accessible student level data is essential in adjusting instructional focus. The intergration of these processes within one system increases efficiency and effectiveness.

INFORMATION SOURCE:

Charles Carroll
Cynthia Rincon
Sara Arispe
Yassmin Lee
Lezley Lewis
Chad Davis



Preparing today's learners for tomorrow's opportunities

Clyde W. Steelman, Jr., Ed.D.
Executive Director

**Data Analysis Services and Support Quote
Fort Worth ISD
2017-2018**

April 11, 2017

The table below represents Fort Worth ISD's requested Data Analysis services and estimated costs for the 2017-2018 school year. Listed are: Eduphoria Premium Suite; which includes Aware, Forethought, Helpdesk, Facilities and Events, Form Space, and Strive, and district access for the TEKSbank item bank. All services will be effective September 1, 2017 – August 31, 2018. This quote is strictly for budget planning purposes only.

Service contracts will still be required for service activation.

Component	Fee Explanation	Fee
Eduphoria Premium Suite	\$1995.00 x 137 campuses + \$3,100 Technical Assistance Fee*. *This fee includes 6 people at any Eduphoria Region 11 trainings, 3 visits to the district, and unlimited support via phone and e-mail.	\$276,415.00
TEKSbank	\$15,000 for District	\$15,000.00
Total		\$291,415.00

Please contact Shari King at 817-740-7633 with any questions or changes to this quote.

1451 South Cherry Lane White Settlement, TX 76108 • 817-740-3600 • www.esc11.net

MEMO

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



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

IDENTIFYING INFORMATION

Vendor: Region XI
Funding: Local
Category: INTERLOCAL AGREEMENT

NEED: The continued use of an integrated system for T-TESS, professional learning management, and student assessment data reporting will increase student learning and staff efficiency.

TARGET GROUP: All teachers, campus administrators, central administrators.

RESEARCH BASE FOR CONSIDERATION: The ability to integrate systems and data enhances the information being provided from the systems. For example, linking T-TESS with professional development to student assessment data provides a more focused strategy for reviewing instructional outcomes. Furthermore, the integration allows teachers more time to focus on other needs, not to mention the cost savings of integrated systems.

EVIDENCE OF SUCCESS: Eduphoria Premium Suite provided through Region XI allows administrators and teachers a web-based system for T-TESS tied to professional learning and student outcomes, which ultimately enables timely feedback for teachers. Eduphoria also allows teachers and campus staff to access student assessment data and produce reports in a timely manner. Finally, Eduphoria provides a system for scheduling, managing, and monitoring professional learning across the district.

IMPLEMENTATION: This is continued implementation of a system from 2013-2014 through 2016-2017.

COST: \$291,415

MONITORING: Jointly monitored by PLI, ADQ, and HCM.

Approved: _____
Charles Carroll
Chief Academic Officer

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE ADDITIONAL ARCHITECTURAL SERVICES FOR THE NEW DIVISION OF TECHNOLOGY CENTER AND APPROVE RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE GENERAL FUND

BACKGROUND:

The Division of Technology (DoT) is moving to 1050 Bridgewood due to the new Visual and Performing Arts and Science, Technology, Engineering and Math Academy being constructed at their former I.M. Terrell location. On August 9, 2016 the Board approved utilizing Hahnfeld, Hoffer, and Stanford for architectural services for this project under RFQ #12-126. Architectural plans for renovations were drawn up, but due to the need to reduce construction costs the project was redesigned and will now be funded and constructed in two phases.

Phase one includes a location for the network servers and offices for various departments that are temporarily being housed at the Metro High School building. Phase two, which will be funded in a future year, will add the training rooms and amenities to accommodate a teacher training and innovation center and include computer training labs. Hahnfeld, Hoffer, and Stanford has adapted the original plan into two phases at a cost of \$45,910.

This project will be funded with the general fund. In accordance with the lawful provisions of Section 1.150-2 of the Treasury Regulations, the District may reimburse itself for such payments at such times as it issues obligations to finance projects. The reimbursement rules apply to capital expenditures which may be reimbursed with future bond proceeds.

STRATEGIC GOAL:

Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Architectural Services for the New Division of Technology Center and Approve Resolution Expressing Official Intent to Reimburse General Fund.
2. Decline to Approve Additional Architectural Services for the New Division of Technology Center and Approve Resolution Expressing Official Intent to Reimburse General Fund.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Additional Architectural Services for the New Division of Technology Center and Approve Resolution Expressing Official Intent to Reimburse General Fund.

FUNDING SOURCE

Additional Details

General Fund

199-81-6629-001-999-99-455-000000

COST:

\$45,910

VENDOR:

Hahnfeld, Hoffer, and Stanford Architects

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

District Operations
Division of Technology

RATIONALE:

The renovation of the Bridgewood building will provide necessary accommodations for the new location of the Division of Technology.

INFORMATION SOURCE:

Art Cavazos
Kyle Davie
Elsie Schiro
Gil Griffin

**STATEMENT EXPRESSING
OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH THE PROCEEDS OF FUTURE DEBT**

Whereas, the Fort Worth Independent School District (the “District”), a political subdivision of the State of Texas, expects to pay expenditures in connection with architectural services for renovations to the property at 1050 Bridgewood to accommodate the Division of Technology. Architectural plans that had been drawn up for this project need to be converted into multiple phases prior to the issuance of obligations by the District in connection with the financing of the Project from available funds, particularly funds of the District’s general fund;

Whereas, the District finds, considers, and declares that the reimbursement of the District for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the District, and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. The District reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$46,000 for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the District in furtherance of this Statement after a date which is later than 18 months after the later of (a) the date the expenditures are paid or (b) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

Date: _____, 2017

Tobi Jackson
President
Fort Worth Independent School District

SEAL

ATTEST:

Anael Luebanos
Secretary of the Board of Education
Fort Worth Independent School District

200 Bailey Avenue, Suite 200
Fort Worth, Texas 76107
817.921.5928 Office
817.302.0692 Fax
hahnfeld.com



June 16, 2017

Mr. Gil Griffin
General Manager, Maintenance & Operations
Fort Worth Independent School District
2808 Tillar Street
Fort Worth, Texas 76107

**Re: PROPOSAL FOR ADDITIONAL SERVICES PER
OWNER CHANGES FROM JANUARY AND MAY 2017
New Technology Center
Fort Worth Independent School District
1050 Bridgewood Drive
Fort Worth, Texas 76112**

Dear Gil:

Based on Owner directed revisions, we are requesting additional service fees as follows:

ADDITIONAL SERVICES SUMMARY

Owner Revisions from January 31, 2017 to reduce overall budget. (Refer to attached Exhibit 'A').

Plan Changes:

1. Eliminated fixed offices.
2. Reconfigured Training area.
3. Simplified Café area.
4. Omitted raised flooring.
5. Simplified finished palette.
6. Reconfigured HVAC system to Data Room.

Actual cost incurred for Plan Changes from January 31, 2017 revisions:

• Project Manager	16 hours @ \$125.00/hr. =	\$2,500.00
• Project Coordinator	48 hours @ \$ 95.00/hr. =	\$ 760.00
• Interior Designer	10 hours @ \$115.00/hr. =	\$1,150.00
• Project Coordinator	40 hours @ \$ 95.00/hr. =	\$3,800.00
• MEP Engineer		\$6,000.00

Total Cost: \$14,210.00

Owner Revisions reducing/adding scope as directed on May 1, 2017 and May 30, 2017.

Plan Changes:

1. Adjustment of project scope to convert project into multiple phases. .
2. Proceed with developing and issuing Construction Documents consistent with First Phase Improvements.
 - a. May 1, 2017: Removal of proposed construction east of North/South match line (Refer to attached Exhibit 'B') including, but not limited to, the removal of Training Rooms, Innovation and Computer Labs, Café, and office space. Provided multiple submissions with options on how to accommodate the program space within smaller footprint for consideration/approval.
 - b. May 30, 2017: Addition of proposed construction to Phase I scope south of East/West match line (Refer to attached Exhibit 'C') including, but not limited to, classrooms, office and work spaces. Provided multiple submissions with options on how to accommodate the program space for consideration/approval.

Proposed cost incurred for Plan Changes from May 1 and May 31, 2017 revisions:

▪ Project Architect/Manager	80 hours @ \$125.00/hr. =.....	\$10,000.00
▪ Project Coordinator	160 hours @ \$ 95.00/hr. =	\$15,200.00
▪ Interior Designer	40 hours @ \$115.00/hr. =	\$ 4,600.00
▪ Specifications Writer	20 hours @ \$220.00/hr. =	\$ 4,400.00
▪ Bidding and Negotiations Adjustment based on reduced project scope	=	(\$ 1,000.00)
▪ Construction Administration Adjustment based on reduced project scope	=	(\$ 5,000.00)
▪ Mechanical/Electrical/Plumbing (May 30 revisions)	=	\$ 6,000.00
▪ Omission of Kitchen Consultant fee from original proposal, dated July 12, 2016	=	(\$ 5,000.00)
▪ Structural Engineering (May 30 revisions)	=	\$ 2,500.00
Total Cost:		\$31,700.00

TOTAL ADDITIONAL SERVICES FEE BASED ON COMPLETED AND PROPOSED WORK

\$45,910.00

Thank you again for the opportunity to be of service to you. If you have any questions, comments, or require any additional back-up support, please advise.

Sincerely,

HAHNFELD HOFFER STANFORD
architects planners Interiors



William J. Westhoff, AIA
Project Architect

Attachments: Wells Doak Proposals; dated May 5, 2017 and June 16, 2017.
Metro Structural Consultants Proposal; dated June 13, 2017.
Exhibits 'A', 'B', and 'C'

Wells Doak Engineers, Inc.

Telephone (817) 920-9545 - Fax (817) 920-9565

Email: ddoak@wellsdoakengineers.com 2800 S. Hulen St., Suite 212 Fort Worth, Texas 76109

Attention : Jeff Westhoff
Company : Hahnfeld Hoffer Stanford Architects
Project Name : FWISD East Side Innovation Center
Re : MEP Engineering Design Services for January 2017 Revisions
WDE #161381
From : A. D. Doak II, P.E. Date: May 5, 2017

Our fee for the MEP engineering changes required by the January 2017 revisions to the project drawings will be \$6000.

If the above is acceptable, please sign where indicated below and return a signed copy to us. Please let us know if you have any questions or comments on the above. Thank you for the opportunity to offer our services.

Accepted: _____
(signature)

(printed)

For: _____
(firm's name)

Date: _____

Wells Doak Engineers, Inc.

Telephone (817) 920-9545 - Fax (817) 920-9565

Email: mwells@wellsdoakengineers.com 2800 S. Hulen St., Suite 212 Fort Worth, Texas 76109

Attention : Jeff Westhoff
Company : Hahnfeld Hoffer Stanford Architects
Project Name : FWISD East Side Tech Center
Re : MEP Engineering Design Services-Option 3
From : Myles G. Wells, P.E.

Date: June 16, 2017

Our fee for MEP engineering design services associated with modifying the drawings for the scope reduction (Option 3) would be a stipulated sum of \$6,000.00.

If the above is acceptable, please sign where indicated below and return a signed copy to us. Thank you for choosing our firm for this project. We look forward being part of another successful location.

Accepted: _____
(signature)

(printed)

For: _____
(firm's name)

Date: _____



James E. Burckhard, PE

Paul T. Lundstrom, Jr., PE

June 13, 2017

Mr. Jeff Westhoff, AIA
Hahnfeld, Hoffer, Stanford Architects
200 Bailey Ave., Suite 200
Fort Worth, TX 76107

RE: FWISD Technology Center
Ft. Worth, TX

Dear Jeff:

This proposal letter is with regard to the change of scope of structural engineering services for the FWISD Technology Center. Our scope change includes additional plans and detailing for the north exterior ramp, data room construction and fortification.

We propose to provide the above structural engineering services for an additional fixed fee of \$2,500.00.

We appreciate the opportunity to provide this proposal and look forward to working with your firm on this project. If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

METRO STRUCTURAL CONSULTANTS, INC.

Paul T. Lundstrom, Jr., PE

Signature: _____ Title: _____

Date: _____

File: Word\Proposal\FWISD tech add1.doc

METRO STRUCTURAL CONSULTANTS, INC.
305 N.E. Loop 820 Suite 507 • Hurst, Texas 76053 • 817-284-8833 • Fax 817-284-5075 • msc-engineers.com

**Hahnfeld
Hoffer
Stanford**

2000 Dabney Ave., Suite 200
Fort Worth, Texas 76112
817.521.4628
11-2500-0001 Rev

CONSULTANTS

MECHANICAL CONSULTANT
ELECTRICAL CONSULTANT
PLUMBING CONSULTANT
STRUCTURAL CONSULTANT
ARCHITECTURAL CONSULTANT
GENERAL CONTRACTOR
MECHANICAL CONTRACTOR
ELECTRICAL CONTRACTOR
PLUMBING CONTRACTOR
STRUCTURAL CONTRACTOR
ARCHITECTURAL CONTRACTOR
GENERAL CONTRACTOR
MECHANICAL CONTRACTOR
ELECTRICAL CONTRACTOR
PLUMBING CONTRACTOR
STRUCTURAL CONTRACTOR
ARCHITECTURAL CONTRACTOR



31 JAN 2017

INNOVATION CENTER
FORT WORTH INDEPENDENT SCHOOL DISTRICT
1050 BRIDGEWOOD DRIVE
FORT WORTH, TEXAS 76112

COMPOSITE FLOOR PLAN

A0-1R
DATE

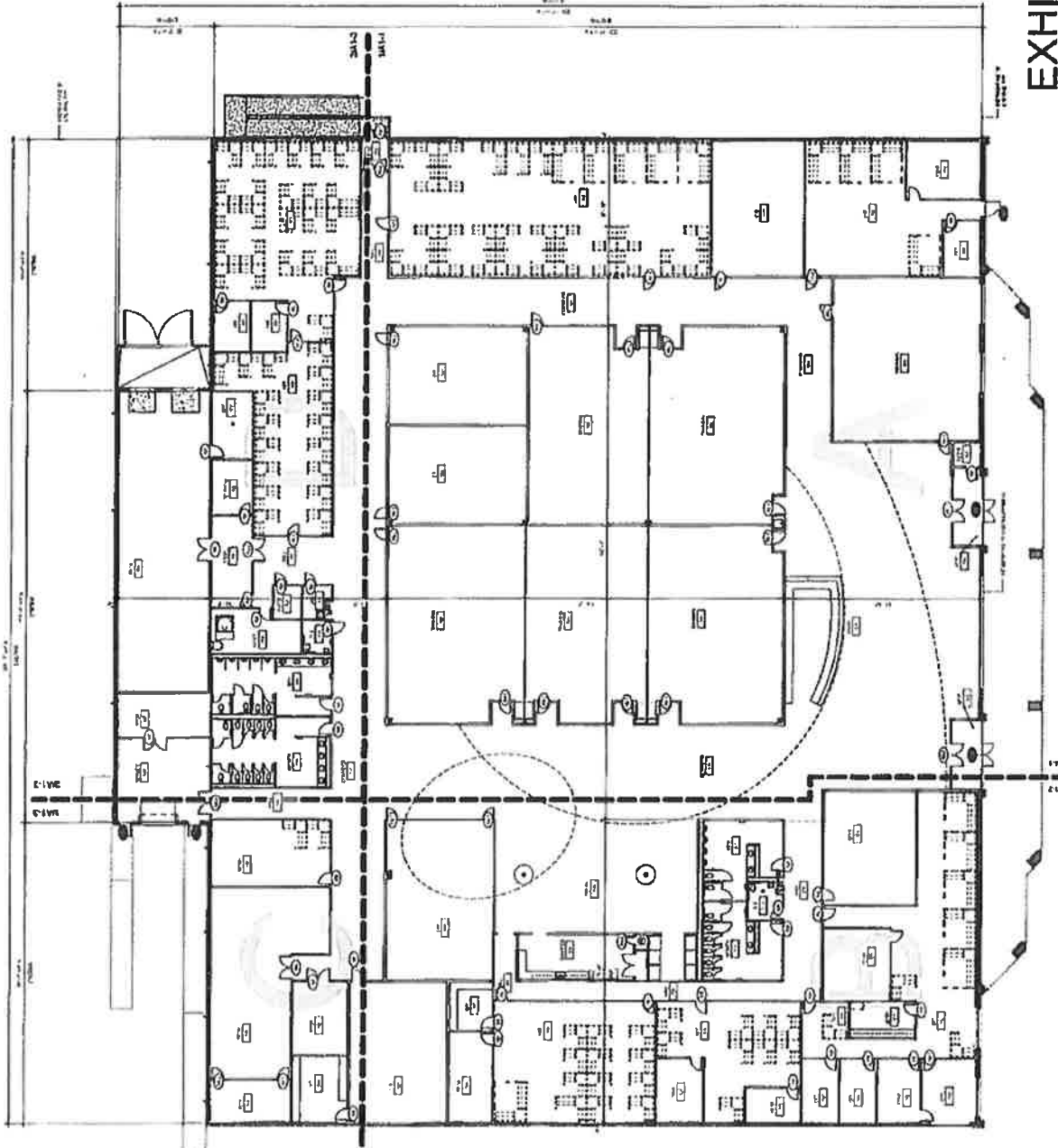


EXHIBIT A

GENERAL COMMENT: THERE IS UNDERUTILIZED SPACE IN OFFICE 112, OFFICE 128, OFFICE 121, AND OFFICE 167 SUITES; COULD BE POTENTIAL GROWTH SPACE FOR MORE WORKSTATIONS. LARGE OPEN SPACE IN OFFICE 100 SUITE CAN BE USED FOR THE OPEN, COLLABORATIVE OFFICE SPACE REQUESTED BY END USER.

**Hahnfeld
Hoffer
Stanford**

2000 Bullock Ave., Suite 2000
Fort Worth, Texas 76117
Tel: 817.332.2000
Fax: 817.332.2000

WALTER PYLE ARCHITECTS, INC.
4000 W. Camp Street
Fort Worth, Texas 76102
Tel: 817.332.2000
Fax: 817.332.2000

INTERIOR DESIGN CONSULTANTS
1100 W. Camp Street
Fort Worth, Texas 76102
Tel: 817.332.2000
Fax: 817.332.2000



TECHNOLOGY CENTER
FORT WORTH INDEPENDENT SCHOOL DISTRICT
1050 BRIDGEWOOD DRIVE
FORT WORTH, TEXAS 76112

DATE: 11/11/03
SCALE: AS SHOWN
COMPOSITE FLOOR PLAN

A0-103
of 118
DETS

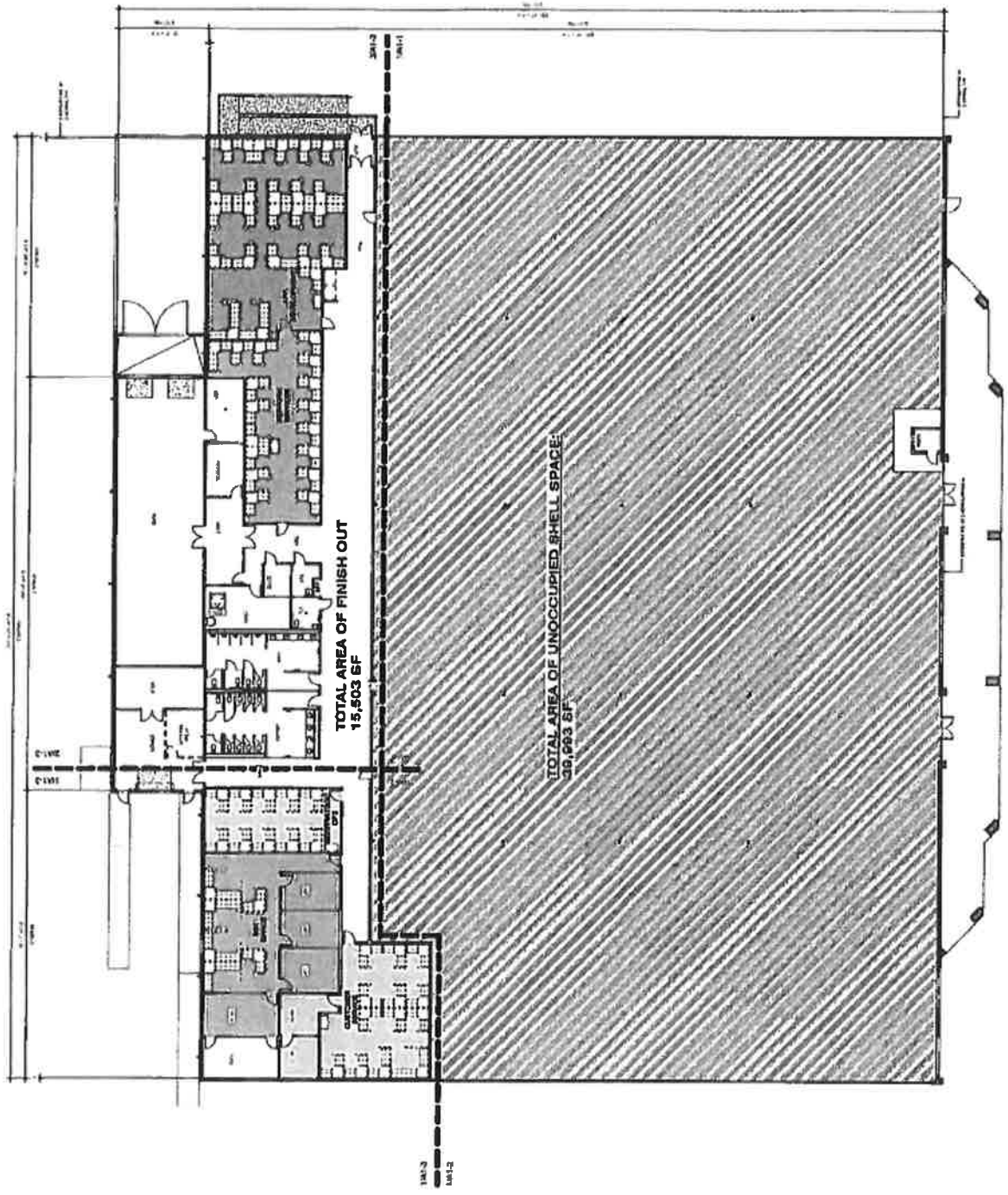


EXHIBIT B

⊕ (1) COMPOSITE FLOOR PLAN - OPTION 1

**Hahnfeld
Hoffer
Stanford**
ARCHITECTS

2200 Bailey Ave., Suite 200
Fort Worth, Texas 76107
817.351.5028
817.351.5028 Fax
COUNCIL #9773

TEXAS ARCHITECTS BOARD, INC.
ONE CONGRESS
2700 MARSHALL BLVD., 15TH FL.
FORT WORTH, TEXAS 76102
TEL: 817.351.5028
FAX: 817.351.5028
WWW.ARB.TX.GOV

WALL SYSTEMS DIVISION
INTERNATIONAL TRADES
4000 W. CENTER ST. #100
FORT WORTH, TEXAS 76107
TEL: 817.351.5028
FAX: 817.351.5028

INNOVATION CENTER
FORT WORTH INDEPENDENT SCHOOL DISTRICT
1050 BRIDGEWOOD DRIVE
FORT WORTH, TEXAS 76112

PROJECT PLAN

SHEET
A0-1.03
D
SHEET

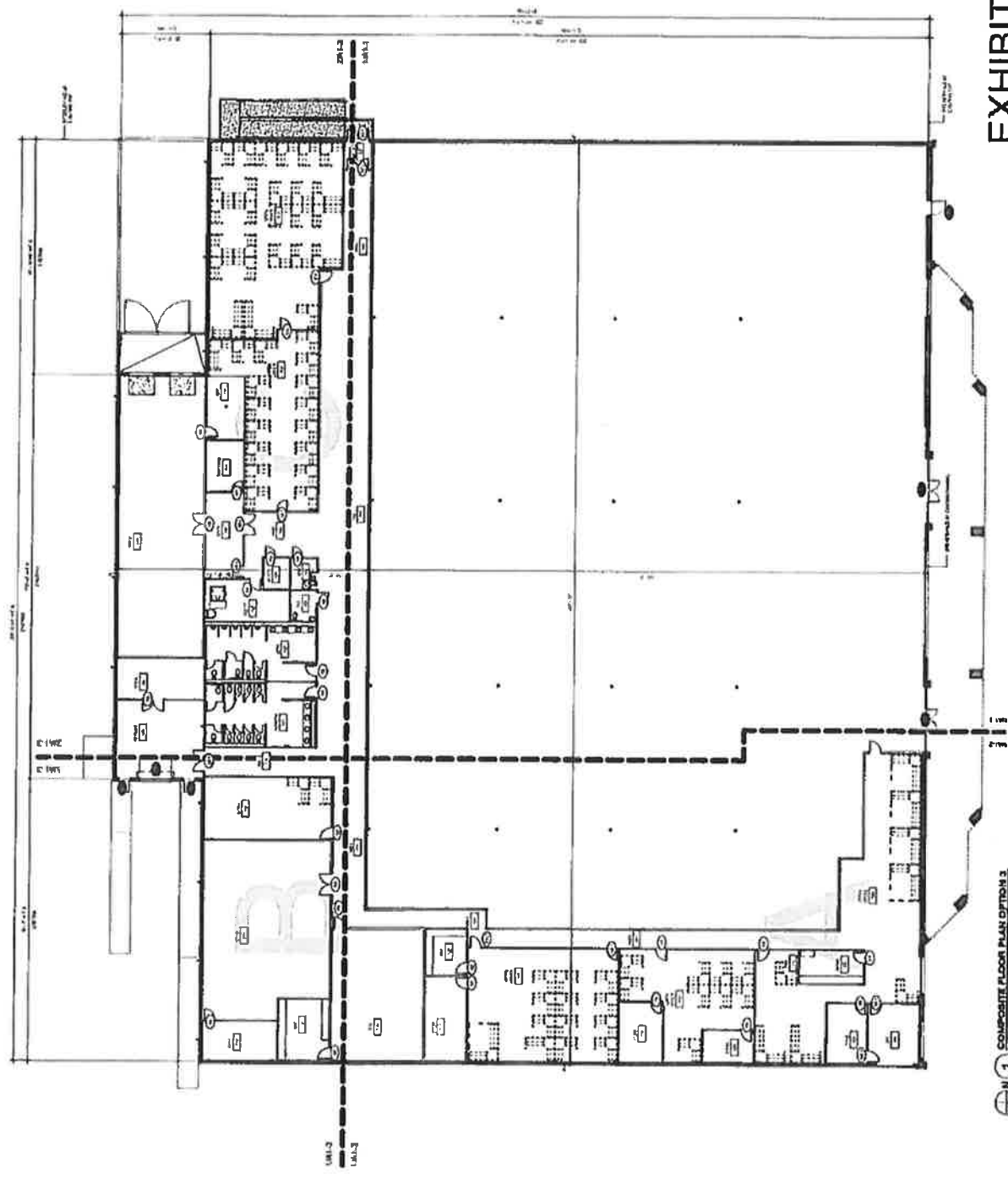


EXHIBIT C

① COMPOSITE FLOOR PLAN OPTION 3

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE FIRST READING (TASB UPDATE) - REVISION TO BOARD POLICY DEC (LOCAL)

BACKGROUND:

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve first reading (TASB Update) - revision to Board Policy DEC (LOCAL).
2. Decline to Approve first reading (TASB Update) - revision to Board Policy DEC (LOCAL).
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve first reading (TASB Update) - revision to Board Policy DEC (LOCAL).

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments.

RATIONALE:

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

INFORMATION SOURCE:

Sammy Monge
Mia Hall

Fort Worth ISD
220905

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~This introductory page outlines the contents of the District's leaves and absences policy. Topics are addressed sequentially as follows:~~

<u>Topics</u>	<u>Page</u>
General Information	2
State Personal Leave	6
District Local Sick Leave	7
Bereavement Leave	8
Family and Medical Leave	9
Local Pregnancy/Childbirth/Adoption Leave	11
Temporary Disability Leave	12
Assault Leave (State)	14
Workers' Compensation	15
Court Appearances/Subpoenaed Witness Leave	16
Regular Leave of Absence	17
Military Leave (Long Term)	19
Military Leave (Short Term)	20
Vacations and Holidays	21

~~For reporting leaves and absences, see General Information, in this policy.~~

DATE ISSUED: 9/25/2012
LDU 2012.10
DEC(LOCAL)-X

1 of 27

GENERAL INFORMATION

Leave for the current year shall be available for use at the beginning of the school year. Should the employee use more days than earned and ceased to be an employee, the cost of unearned leave shall be deducted from the employee's final paycheck. If insufficient funds exist in the last paycheck, the employee shall be required to refund the overpayment.

Commented [MS1]: Reworded and moved to Page 3 under "Leave Proration".

DEFINITIONS

FAMILY

The term "immediate family" shall include:

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

For purposes of the Family and Medical Leave Act (FMLA), the definitions of "immediate family" includes only spouse, parent, son or daughter, and next of kin are found in DECA (LEGAL) child. [See section titled Family and Medical Leave Act]

FAMILY
EMERGENCY

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

BEREAVEMENT
LEAVE

All District employees (not substitute or temporary) in the event of the death of a member of the employee's immediate family.

Commented [MS2]: Operational procedures dealing with bereavement leave has been moved to DEC (Regulation).

WORKDAY LEAVE
DAY

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

PAID TIME OFF
(PTO)

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

AVAILABILITY

The District shall make state personal leave, local leave and vacation leave for the current year available for use at the beginning of

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

<u>EARNING LOCAL LEAVE</u>	<u>the school year. To be eligible to use vacation leave, employees must have worked a minimum of six months. When an employee is on a leave of absence, all leave balances will be kept current (accrued as earned) until the employee returns to work.</u> <u>An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.</u>
<u>DEDUCTIONS – LEAVE WITHOUT PAY</u>	<u>The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved scheduled PTO absence for which the employee did not obtain approval from an authorized supervisor or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.</u>
<u>LEAVE PRORATION</u>	<u>If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.</u>
<u>EMPLOYED FOR LESS THAN FULL YEAR</u>	<u>If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:</u> <ol style="list-style-type: none"><u>1. State personal leave the employee used beyond his or her pro rata entitlement for the school year;</u><u>2. Local leave the employee used but had not earned as of the date of separation;</u><u>3. Any additional paid leave the employee received under this policy including Pregnancy/Parenting/Adoption Leave.</u>
<u>EMPLOYED FOR FULL YEAR</u>	<u>If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay.</u>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

USE AND
RECORDING
ORDER OF USE

~~For purposes of personal illness, illness in the immediate family, family emergency, or bereavement beyond the first day, available leave shall be used in the following order:~~

~~Earned compensatory time shall be used before any available PTO. Available PTO shall be used before deducting from employee's pay. [See DEA].~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order:~~

- ~~1. District Local sick leave;~~
- ~~2. State sick leave accumulated before the 1995-96 school year, District local sick leave accrued prior to May 30, 1995;~~
- ~~3. Current year's State personal leave; and~~
- ~~4. Vacation previous. Accrued state personal leave.~~
- ~~5. Vacation current.~~

RECORDING

Leave shall be recorded as follows:

1. Leave shall be recorded in whole or half-day increments for all employees.
2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.

~~Planned leaves shall be recorded in whole workdays only, except in accordance with provisions for intermittent leave in the FMLA, or when coordinated with workers' compensation benefits as provided in the policy. Unplanned emergency absences may be recorded in half workdays.~~

REPORTING
ABSENCES FROM
DUTY

The following shall apply.

~~With the exception of a regular leave of absence, all District employees shall use the automated absence reporting system to report all absences. In addition, employees shall also notify their principal or designee or immediate supervisor or designee if it is necessary to be late for work or absent for any reason. Notification shall be made as soon as an absence is known, especially if a substitute is required to cover an employee's responsibilities. In the event of an emergency, notification should be made at the earliest practical time.~~

Commented [MS3]: This paragraph has been reworded and moved to DEC (Regulation) under "Reporting Absences From Duty".

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~Corrections to leaves and absences after the payroll period ends shall be reported on absence from duty report form 925 within three days of reporting back to work.~~

~~If an employee will be out on leave for ten consecutive days or more, except for vacation, the employee shall contact the employee relations division in the human resources department for the application procedure.~~

CONCURRENT USE OF LEAVE

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

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

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

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

Commented [MS4]: This paragraph has been reworded and moved to DEC (Regulation) under "PTO Exceeding Ten Days".

CERTIFICATION OF ILLNESS

~~An employee on temporary disability leave, family and medical leave, or regular leave of absence for the employee's serious health condition, or that of a spouse, parent, or child, shall provide medical certification of the disability or illness at 30 calendar day intervals.~~

SECOND OPINION

~~In the determination of any medical fact, an administrator from the human resources department or health services department may direct that the employee obtain additional medical certification. The employee shall be required to submit to a medical examination by a health care provider as designated by the District. The cost of this examination and the report from the health care provider shall be paid by the District.~~

MEDICAL CERTIFICATION

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

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;

2. The District requires medical certification due to a questionable pattern of absences.

Commented [MS5]: This section has been reworded and moved to DEC (Regulation) under "Certification of Illness".

Commented [MS6]: Use to be two consecutive workdays.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

UNPAID LEAVE OF
ABSENCE
(INSURANCE
BENEFITS)

3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child;
4. The employee requests FMLA leave for military caregiver purposes;
5. The employee requests paid Pregnancy Leave under this policy for a pregnancy-related illness, injury, or medical condition; or
6. The employee requests Parenting or Adoption Leave under this policy to care for a newborn or newly-adopted child with a serious health condition.

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

Employees who take an unpaid leave of absence may continue their health, medical, and dental insurance benefits at their own expense, for the period specified in the District's group health insurance plan. Thereafter, the employee may continue the benefits through COBRA. If an employee is not actively at work, life insurance benefits paid for by the employee shall not exceed 12 months. Health care benefits for employees on family and medical leave (FMLA) shall be paid by the District in the amount paid when the employee was at work. The District does not make benefit contributions for employees who are not on active payroll status.

SCHEDULED PTO

To minimize the impact on the educational program and other district operations, the Board requires employees to differentiate the manner in which discretionary leave is taken (e.g., Scheduled PTO):

STATE PERSONAL
LEAVE

All district employees (not substitute or temporary) are entitled to five days earned prorated consistent with their work schedule, with no limit of accumulation and no restrictions on transfer among districts. State Leave is available for use at the beginning of the school year.

LOCAL LEAVE

Each employee that contributes to TRS (not pyramid substitutes, substitutes, or temporary employees), including retire rehires in a permanent full-time position, shall earn paid local leave days each school year, based on the number of months of service normally required for the employee's position:

_____ Months normally required _____ Local leave days per year

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

<u>10</u>	<u>5</u>
<u>11</u>	<u>6</u>
<u>12</u>	<u>7</u>

Local leave shall accumulate without limit and is available for use at the beginning of the school year.

PTO REASONS

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

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

PTO DESIGNATION

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

SICK LEAVE PROGRAM

~~If a~~ An employee who has exhausted all available PTO whether from his or her state leave, personal or sick leave, District local sick leave, and vacation leave may apply for additional leave days through the may be available by application pursuant to the District's sick leave program (SLP). Leave days granted from the SLP shall be in accordance with the Board-approved bylaws, which are available in the health services office.

RETURN TO WORK

~~An employee who is absent more than two days but fewer than ten consecutive days because of personal illness must submit a written statement or release from a qualified health care provider confirming the specific dates of the illness, date able to return to work, and fitness to perform the work. An employee absent more than two~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~consecutive days because of illness in the immediate family shall present, upon return to work, medical certification of the family member's illness.~~

Commented [MS7]: This paragraph has been reworded and moved below under the heading of "Medical Certification".

~~An employee granted leave for a personal medical reason shall report to and receive clearance from the health services department before returning to work. The employee shall have a health care provider's written statement or release confirming the specific dates of the illness, restrictions, if any, and date the employee may return to work. The health services department shall notify the employee relations division in human resources of all employees who have been released to return to work.~~

~~Failure to provide documentation shall result in loss of pay.~~

Commented [MS8]: This paragraph has been moved to DEC (Regulation) under "Return to Work".

~~INCLEMENT WEATHER~~

~~Absences during inclement weather shall be governed by the following provisions:~~

~~Any employee who fails to report to his or her assignment, on time, when school and other District facilities have been declared open, shall use a personal day or vacation day for each day absent. Employees who do not have personal days or vacation days available shall have their salaries adjusted for each day of absence.~~

~~Exceptions to the above provision may be made only at the discretion of the Superintendent.~~

Commented [MS9]: This section has been moved to DEC (Regulation).

~~ABUSE OF LEAVE~~

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

Commented [MS10]: This paragraph has been moved to DEC (Regulation) under the heading of "Abuse of Leave".

~~Leave categories speak for themselves and shall be used accordingly; e.g., sick leave cannot be used for travel or for any other reason not related to illness.~~

Commented [MS11]: This paragraph has been deleted completely.

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

Commented [MS12]: This paragraph has been moved to DEC (Regulation) under the heading of "Abuse of Leave".

STATE PERSONAL LEAVE

EMPLOYEE ELIGIBILITY	All District employees (not substitute or temporary). Employees are entitled to days earned prorata consistent with their work schedule.
PURPOSE	To be used at the employee's discretion for any purpose, e.g., personal or family illness, family emergency, or bereavement leave.
APPLICATION PROCEDURE	A notice of request for state personal leave, except for personal or immediate family illness, family emergency, or bereavement, shall be submitted to the principal/designee or immediate supervisor/designee three days in advance of the anticipated absence. Leave shall be granted on a first-come, first-served basis with a maximum of ten percent of campus or departmental employees in each category permitted to be absent at the same time for personal leave. Use of leave shall be considered granted unless the principal or supervisor notifies the employee to the contrary within 24 hours of the requested absence.
DURATION	Earned at a rate of five days per year with no limit on accumulation, prorated consistent with an employee's work schedule.
LIMITATIONS ON DURATION	The reasons for which personal leave may be used shall not be limited by the District. To protect the instructional program and the best interests of the District, no more than two consecutive days of state personal leave shall be used without prior written approval of the appropriate cabinet member/designee. Use of state personal leave, used at the employee's discretion, shall not be permitted on the day before a school holiday, the day after a school holiday, days scheduled for end of semester or end of year exams, days during the first or last two weeks that schools are in session, or days scheduled for state mandated assessments, except in extenuating circumstances as determined by the appropriate cabinet member or designee.
PAY STATUS	There is no loss of pay for the use of accumulated state personal leave days.

Commented [MS13]: This section has been reworded and placed above.

Commented [MS14]: These areas have been reworded and moved to DEC (Regulation) under "Scheduled PTO."

DISTRICT LOCAL SICK LEAVE

**EMPLOYEE
ELIGIBILITY**

All District employees (not substitute or temporary). Earned at a minimum rate of one-half day per month (full-time). Employees in positions normally requiring ten months of service, five days; employees in positions normally requiring 11 months of service, six days; employees in positions normally requiring 12 months of service, seven days. Unlimited accumulation is permitted.

**ACCUMULATED STATE
SICK LEAVE**

Accumulated totals of state sick leave accrued prior to May 30, 1995 shall remain available to employees for use under local sick leave.

PURPOSE

District local sick leave may be used for:

7. Employee's illness or injury preventing employee from fulfilling his or her usual duties;
8. Child care following birth or adoption of an employee's child or placement of the child with employee for foster care; or
9. Illness or death in the immediate family. [See GENERAL INFORMATION]

DURATION

This leave may continue until the employee exhausts all accumulated sick leave. If applicable, the employee may qualify for leave under the FMLA.

**LIMITATIONS ON
DURATION**

An employee failing to report to work on the first day of the school year or the reporting day of his or her contract is limited to usage of previously accumulated earned sick leave. If the employee has a medical excuse for the first day or start of school, the employee can access days to be earned in the current year.

PAY STATUS

There is no loss of pay, and the employee remains in full pay status during the leave as long as leave days are available. Should the employee use more days than earned and ceased to be an employee, the cost of unearned leave days shall be deducted from the final paycheck.

Commented [MS15]: This section has been reworded and moved above.

Commented [MS16]: District Local Leave is considered unscheduled PTO and is covered in DEC (Regulation).

BEREAVEMENT LEAVE

EMPLOYEE ELIGIBILITY	All District employees (not substitute or temporary) <u>are entitled to a maximum of two days per occurrence.</u>
PURPOSE	To be used in the event of death in the immediate family. [See GENERAL INFORMATION <u>DEC (Regulation)</u>]
DURATION	The employee may use up to five workdays per occurrence, subject to the approval of the District. However, only two workdays shall be permitted at no loss of state personal or District local sick leave. This paid leave shall be limited to five occurrences in a two-year cycle.
LIMITATIONS ON DURATION	The employee may choose to begin the two paid workdays on the day the death occurred or on any day after, up to and including the day of the funeral.
PAY STATUS	There is no loss of pay for two workdays. If the leave exceeds two workdays, leave shall be charged to the employee's accumulated available leave. Additional use of state leave and/or District sick leave shall be in accordance with District policies. For employees who have no available leave at the time of death in the immediate family, the District shall subsidize the employee's pay, less the cost of appropriate substitute pay, up to three days per year.
DOCUMENTATION	Appropriate documentation must be provided for all bereavement leave. The documentation shall be kept on file by the principal/designee or immediate supervisor/designee and a copy sent to the payroll office.

Commented [MS17]: This has been moved to DEC (Regulation) under "Bereavement Leave".

Commented [MS18]: This section has been reworded and moved to DEC (Regulation) under "Bereavement".

Commented [MS19]: This section has been moved to DEC (Regulation) "Bereavement Leave".

FAMILY AND MEDICAL LEAVE

**EMPLOYEE
ELIGIBILITY**

All employees who have been employed by the District for at least 12 months and have worked for 1,250 hours during the previous 12-month period.

PURPOSE

For one or more of the following reasons:

1. Birth of a child or care of the newborn child;
2. Placement with the employee of a child for adoption or foster care, and care of the newly placed child;
3. To care for an employee's immediate family member with a serious health condition. The definition of immediate family member for purposes of FMLA is: An employee's spouse, children (son or daughter), and parents. The term "parent" does not include "in law." The terms son or daughter do not include individuals age 18 or over unless they are "incapable of self care" because of mental or physical disability that limits one or more of the "major life activities;"
4. A "serious health condition" that makes the employee unable to perform the essential functions of the job, in accordance with 29 U.S.C. 2611(2), 2612(a); or

To care for an employee's spouse, son, daughter, parent or next of kin who is a member of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, who is otherwise in outpatient status, or who is on the temporary disability retired list, for a serious injury or illness.

**APPLICATION
PROCEDURE**

An employee shall notify his or her principal or designee or immediate supervisor or designee and contact the employee relations division in the human resources department for application procedure.

DURATION

The employee is entitled to 12 workweeks of leave during the District's fiscal year, September 1st through August 31st taken either in blocks, intermittently, or on a reduced leave schedule under certain circumstances.

For employees under FMLA for the care of eligible family members in the Armed Forces, National Guard, or Reserves, the duration period is up to 26 workweeks.

**COMBINED LEAVE
FOR SPOUSES**

If both spouses are employed by the District, the District shall limit FMLA leave family and medical leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition is limited to a combined total of 12 weeks. as determined

Commented [MS20]: This section is covered in DECA (LEGAL)

Commented [MS21]: These sections have been moved to DEC (Regulation) under "Family and Medical Leave".

Commented [MS22]: This is covered in DECA (LEGAL).

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~by the needs of the District.~~ The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA (LEGAL)]

<u>INTERMITTENT OR REDUCED SCHEDULED LEAVE</u>	<u>The District shall permit use of intermittent or reduced schedule FMLA leave under certain circumstances.</u>
<u>CERTIFICATION OF LEAVE</u>	<u>If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA (LEGAL)]</u>
<u>FITNESS- FOR-DUTY CERTIFICATION</u>	<u>If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.</u>
<u>END OF SEMESTER LEAVE</u>	<u>If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA (LEGAL), LEAVE AT THE END OF A SEMESTER]</u>
<u>CONCURRENT USE OF LEAVE</u>	<u>The District shall require employees to use family and medical leave concurrently with any approved leave.</u>
<u>FAILURE TO RETURN PAY STATUS</u>	<u>No loss of any employment benefits accrued prior to the beginning of the leave.</u>
<u>FAILURE TO RETURN</u>	<u>If, at the expiration of FMLA leave, the family and medical leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of premiums paid the employee benefits contribution made by the District during the period in which such leave was taken as unpaid leave. [See DECA (LEGAL) RECOVERY OF BENEFIT COST]</u>
<u>MISCELLANEOUS</u>	<u>All employees returning to work after using family and medical leave shall be entitled to be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.</u>

Commented [MS23]: This section has been reworded and moved to DEC (Regulation) under "Family and Medical Leave".

Commented [MS24]: Covered through PTO.

Commented [MS25]: This is covered under DECA (LEGAL).

	LOCAL PREGNANCY/PARENTING CHILDBIRTH/ADOPTION LEAVE
EMPLOYEE ELIGIBILITY	All District employees (not substitute or temporary).
PURPOSE	To grant a leave of absence to any employee who suffers disabilities caused by pregnancy or childbirth, or who adopts and cares for a child up to two years of age.
APPLICATION PROCEDURE	The employee shall notify her principal or designee or immediate supervisor or designee and contact the employee relations division in the human <u>capital management</u> resources department for the application procedure.
DURATION	<u>Local pregnancy/parenting/adoption leave shall be for a maximum of up to six consecutive calendar weeks as measured from the date of childbirth or adoption, or the first official date of medical leave, whichever occurs first.</u>
LIMITATIONS ON DURATION	<u>The District shall require the employee to use any paid leave, including compensatory time, concurrently with an unpaid local pregnancy/parenting/adoption leave of absence.</u> <u>If an employee who has been employed by the District for one year has insufficient available paid leave to cover the entire leave of absence, the District shall grant a maximum of 20 consecutive workdays of paid leave subject to deduction of the daily rate of a substitute for the employee's position for each day used, whether or not a substitute is employed.</u> <u>The combined total of paid leave days shall not exceed six consecutive calendar weeks.</u> <u>If both spouses are employed by the District, the District shall limit the local pregnancy/parenting/adoption leave to a combined total of six weeks and the combined total of paid leave, beyond the employee's available paid leave, shall not exceed 20 consecutive workdays.</u> <u>The District shall require the employee to use local pregnancy/parenting/adoption leave concurrently with FMLA leave, as applicable.</u> Limitations on duration are defined by the FMLA.
PAY STATUS	Without compensation except to the extent that the employee may be entitled to vacation, state personal leave, and/or District sick leave. Any holiday or nonworking day shall not result in the loss of any state personal leave and/or District sick leave. After one year of service to the District, if the employee does not have a sufficient

Fort Worth ISD
220905

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~number of accumulated vacation, state personal leave, and/or District sick leave days to cover the absence from duty, the employee is subject to sub-dock pay and shall be granted daily rate less the cost of a substitute for up to four consecutive weeks.~~

~~The combination of vacation, state personal leave, and District sick leave days and those days at loss of appropriate substitute pay shall not exceed six consecutive calendar weeks.~~

MISCELLANEOUS

~~Up to an additional six workweeks may be taken under the FMLA, if the employee was employed at least 1,250 hours during the District's fiscal year, September 1st through August 31st.~~

DATE ISSUED: 9/25/2012
LDU 2012.10
DEC(LOCAL)-X

15 of 27

TEMPORARY DISABILITY LEAVE

EMPLOYEE ELIGIBILITY	All District employees (not substitute or temporary).
PURPOSE	For temporary disability at any time that the employee's condition interferes with the performance of regular duties. The term "temporary disability" includes the condition of pregnancy when such condition interferes with the performance of regular duties. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom will be treated the same as any other disability.
APPLICATION PROCEDURE	The employee shall notify his or her principal/designee or immediate supervisor/designee. In addition, a written request must be made to the human resources department; the request will be accompanied by a health care provider's statement confirming the employee's inability to work. The health care provider's statement will also state the date such disability commenced or will commence and the probable date when the employee's condition will no longer interfere with the performance of regular duties.
DURATION	The maximum length of temporary disability leave shall be 180 calendar days. The leave is inclusive of the 12-week provision allowed by the FMLA.
LIMITATIONS ON DURATION	This leave is for no longer than 180 calendar days except to the extent that the employee might be entitled to available District sick leave. It is limited to the actual number of days that the employee's condition interferes with the performance of regular duties, as certified by the employee's health care provider.
ASSIGNMENTS / REASSIGNMENTS EDUCATORS	If leave extends beyond FMLA, educators shall be assigned or re-assigned in accordance with statutory guidelines in Education Code 21.409.
OTHER EMPLOYEES	If leave extends beyond FMLA, other employees may be assigned or reinstated to employment subject to the availability of a position for which the employee is qualified. The employee's salary shall be commensurate with the position to which he/she is assigned.
PAY STATUS	There is no compensation except to the extent that the employee may have accumulated available leave.
INSURANCE BENEFITS	Benefits normally provided by the District for which an employee qualifies will continue to the end of the month in which the leave is approved. If the employee desires to continue health insurance or optional life insurance beyond the above grace period, the employee must pay the required total premium by the regular payday immediately prior to the first day of each month for which he or she

Commented [MS26]: This section has been moved to DEC (Regulation) under "Temporary Disability Leave".

Commented [MS27]: These areas have been moved to DEC (Regulation) under "temporary Disability Leave".

Fort Worth ISD
220905

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~desires continuing coverage. If a total premium payment is not made, the employee will be removed from the insurance rolls. The employee shall pay the total insurance premium for the month in which he or she returns to work from temporary disability leave.~~

~~For those employees entitled to FMLA benefits, the portion of health insurance premiums normally paid by the District shall continue to be paid by the District during the FMLA benefit period. This is contingent upon payment by the employee of the employee's share of the premium. [See CRD]~~

MISCELLANEOUS

~~An employee may be placed involuntarily on temporary disability if, in the judgment of human resources and health services in consultation with an independent physician who has performed the medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL)]~~

DATE ISSUED: 9/25/2012
LDU 2012.10
DEC(LOCAL)-X

17 of 27

ASSAULT LEAVE (STATE)

EMPLOYEE ELIGIBILITY	All District employees (not substitute or temporary) who are physically assaulted during the performance of regular duties.
PURPOSE	To recuperate from physical injuries sustained as a result of an assault. [See DEC(LEGAL)]
APPLICATION PROCEDURE	<p>The assault shall be reported at once to the principal or designee or to the immediate supervisor or designee.</p> <p>At an employee's written request, the District shall immediately assign the employee to assault leave. The employee must submit the request within a reasonable amount of time following the incident. The employee must also provide medical certification indicating the amount of time off necessary to recuperate from physical injuries sustained as a result of the assault within ten working days of the request.</p>
MISCELLANEOUS	A physician's medical report, documenting the physical injury recuperation, shall be provided to the human resources department for review every four weeks in cases of prolonged absences.
DURATION	The employee is entitled to the number of days necessary to recuperate from physical injuries resulting from the assault.
LIMITATIONS ON DURATION	The leave shall not exceed two years from the date of the assault.
PAY STATUS	<p>There is no loss of pay and days of assault leave shall not be deducted from accrued sick leave or personal leave.</p> <p>On investigation of the claim, the District may change the assault leave status and charge the leave against the employee's accrued sick leave or against the employee's pay if insufficient accrued sick leave is available.</p> <p>Assault leave benefits shall be coordinated with temporary income benefits due from workers' compensation so the employee's total compensation from temporary income benefits and assault leave policy benefits will equal 100 percent of the employee's weekly rate of pay. Assault leave shall be designated as leave under the FMLA, if eligible.</p>

Commented [MS28]: These sections have been moved to DEC (Regulation) under "Assault Leave".

Commented [MS29]: These areas have been reworded and moved to DEC (Regulation) under "Assault Leave".

Commented [MS30]: These areas are covered in DEC (LEGAL)

WORKERS' COMPENSATION

WORKERS'
COMPENSATION

~~The District provides workers' compensation benefits to employees who suffer a work-related illness or who are injured on the job. Benefits may pay for medical treatment and replace part of the income lost by the employee while recovering. Specific benefits are prescribed by law, depending on the circumstances of each case. All work-related accidents or injuries shall be reported at once to the principal or designee or to the immediate supervisor or designee. Employees who are unable to work due to a work-related injury shall be notified of their rights and responsibilities under the Texas Labor Code by the state Workers' Compensation Commission after the appropriate injury reports have been submitted.~~

~~An employee receiving workers' compensation wage benefits shall be assigned to family and medical leave, if eligible. The employee shall inform the appropriate administrator whether he or she chooses to use available paid leave while receiving workers' compensation wage benefits. [See CRE(LEGAL)]~~

PAID LEAVE OFFSET

~~An employee who chooses to use paid leave shall have his or her weekly workers' compensation wage benefits supplemented up to the pre-injury regular weekly wage. The District shall charge the employee's leave proportionately until the available leave is exhausted. [See CRE(LEGAL)]~~

WORKERS'
COMPENSATION

Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD (LOCAL) regarding payment of insurance contribution during employee absences].

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave. [See DEC (Regulation) for application procedures]

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

Commented [MS31]: These areas have been reworded and moved to DEC (Regulation).

COURT APPEARANCES/SUBPOENAED WITNESS LEAVE

EMPLOYEE ELIGIBILITY	All District employees (not substitute or temporary).
PURPOSE	To serve official petit jury duty, or to enable the employee to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding that is not pursuant to an employee's personal business or personal reasons.
APPLICATION PROCEDURE	The employee shall notify his or her principal or designee or immediate supervisor or designee upon receipt of the summons.
DURATION	Leave extends as long as the employee is officially serving on a petit jury, or for the duration of the subpoena, which must be presented for verification.
LIMITATIONS ON DURATION	The employee reports to duty on the day he or she is released from official petit jury duty, or from the court proceeding, if four or more hours remain in the workday, and the absence is not for an employee's personal business. Employees on jury duty must verify their service by presenting appropriate documentation and shall be allowed to retain any compensation received.
PAY STATUS	There is no loss of pay or loss of accumulated District leave for absences incurred because the employee complies with a jury summons or a valid subpoena. A copy of the jury summons or subpoena or other documentation shall be sent to the payroll office. Absences for voluntary court appearances or subpoenas related to an employee's personal business or personal reasons shall be deducted from the employee's accrued leave (a whole day must be taken) or shall be taken by the employee as leave without pay.
GRAND JURY	Service on the grand jury must be approved in advance by the immediate supervisor. The service is voluntary and shall be deducted from the employee's accrued leave or taken as leave without pay, at the option of the employee.
COURT APPEARANCES	<u>Absences to serve official petit jury duty, grand jury, or to comply with a valid subpoena shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance. Court appearances related to an employee's personal business not related to a valid subpoena are deducted from leave balances or deducted from the employee's pay. [See DEC (Regulation)]</u> <u>The employee shall be allowed to retain any compensation received for jury service.</u>

Commented [MS32]: These areas have been moved to DEC (Regulation) under the heading of "Court Appearances/Subpoenaed Witness Leave".

Fort Worth ISD
220905

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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

DATE ISSUED: 9/25/2012
LDU 2012.10
DEC(LOCAL)-X

21 of 27

REGULAR LEAVE OF ABSENCE

EMPLOYEE ELIGIBILITY	<p>All District employees, (not substitute or temporary), after completion of three years of service in the District. The Superintendent or designee may give consideration to a year's leave of absence for employees who have completed less than three years of service.</p> <p>This leave may be granted only if the employee is not eligible for any other leave.</p>
PURPOSE	<p>This leave may be granted for any of the following reasons except for the pursuit of gainful employment:</p> <ol style="list-style-type: none">1. Serious illness of the employee;2. Serious illness of members of the employee's immediate family;3. Child care;4. Personal hardship, facts justifying request shall be submitted;5. For study in an institution of higher learning (verification of acceptance required);6. Extensive travel that may be considered of equal educational value to training or research in an institution of higher learning; and7. For special service related to education at an approved college or university, Texas Education Agency, governmental agencies, exchange teaching, recognized professional organizations, Peace Corps, Job Corps, or elective office.
APPLICATION PROCEDURE	<p>All applications for the beginning of the following school year must be made in writing to human resources by May 1. Exceptions may be granted in cases of emergencies or extenuating circumstances after the May 1 deadline, by written request to human resources at the earliest practical time.</p> <p>Leaves of absence shall not be granted more often than once in seven years, except on approval of the Superintendent.</p>
DURATION	<p>The leave extends for one school year or the remainder of one school year. (School year shall be determined by District approved work schedule).</p> <p>Should the employee on leave desire to return to regular employment, he or she must notify the human resources department in writing not later than the 45th day before the first day of instruction for the following school year. Notice of intent to return does not</p>

Commented [MS33]: These areas, with minor changes, have been moved to DEC (Regulation) under the heading of "Regular leave of Absence".

Fort Worth ISD
220905

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~guarantee employment. The employee shall be assigned or re-assigned subject to availability of a position for which the employee is qualified.~~

~~Failure to provide notice of intent to return by the 45th day may result in a recommendation for termination or nonrenewal of employment in accordance with appropriate Board policies. [See DFBA, DFBB, DCD and DCE]~~

PAY STATUS

~~This leave is without compensation, except to the extent leave is available under conditions for medical reasons.~~

INSURANCE
BENEFITS

~~All health and life insurance benefits normally provided by the District for which an employee qualifies shall continue to the end of the first month in which the extended leave is approved. If the employee desires to continue hospitalization or optional life insurance beyond the above grace period, the employee must pay the required total premium by the regular payday immediately prior to the first day of each month for which he or she desires continuing coverage. If a total premium payment is not made, the employee shall be removed from the insurance rolls. The employee shall pay the total insurance premium for the month in which he or she returns to work from extended leave.~~

Commented [MS34]: This section is addressed in CRD (LOCAL).

DATE ISSUED: 9/25/2012
LDU 2012.10
DEC(LOCAL)-X

23 of 27

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

MILITARY LEAVE (LONG-TERM)

EMPLOYEE ELIGIBILITY	All District employees (not substitute or temporary) who leave a District position to enter active military service.
PURPOSE	To provide reemployment in accordance with the reinstatement rights conferred by federal and state law.
APPLICATION PROCEDURE	The employee shall notify his or her principal or designee or supervisor or designee by presenting a copy of the order, directive notice, or other document(s) requiring the employee's absence from work for military training or service.
REEMPLOYMENT PROCEDURE	The application must be made in writing to the assistant superintendent of human resources and have attached to it evidence of the veteran's discharge separation or release from military services under honorable conditions.
DURATION	This leave lasts no longer than the fifth anniversary after the date of induction, enlistment, or call to active military service.
LIMITATIONS ON DURATION	To be reemployed, the applicant must apply for reemployment not later than the 90th day after the date of discharge or release from active military service. The applicant must be physically and mentally qualified to perform the duties of the position.
PAY STATUS	The leave is without District pay and without accrual of any leave benefits. However, an employee with available personal leave, including sick days and vacation days, is entitled to use the leave for compensation during a term of active military service.
MISCELLANEOUS	<p>"Military service" means service as a member of the regular or reserve Armed Forces of the United States, the Texas National Guard, or the Texas State Guard. [Gov't Code 613.001(2)]</p> <p>A person reemployed after active military service shall not be discharged without cause before the first anniversary of the date of the reemployment. [Gov't Code 613.005]</p> <p>An employee who cannot perform the duties of the position because of a disability sustained during military service is entitled to reemployment in the District in a position that the employee can perform and that has like seniority, status, and pay as the former position or the nearest possible seniority, status, and pay. [Gov't Code 613.003]</p>

Commented [MS35]: These areas have been reworded and move to DEC (Regulation).

Commented [MS36]: These areas are covered in DECB (LEGAL).

Fort Worth ISD
220905

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

MILITARY LEAVE (SHORT-TERM)

EMPLOYEE ELIGIBILITY	All employees of the District (not substitute or temporary) who are members of the state military forces or of the reserve components of the United States Armed Forces.
PURPOSE	For authorized training or duty ordered or authorized by proper authority.
APPLICATION PROCEDURE	The employee shall notify his or her principal or designee or supervisor or designee by presenting a copy of the order, directive notice, or other document(s) requiring the employee's absence from work for military training or service.
DURATION	The leave is not to exceed 15 days.
LIMITATIONS ON DURATION	The leave is not to be used more than once in a federal fiscal year, October 1st through September 30th.
PAY STATUS	There is no loss of time, efficiency rating, vacation time, or salary on all days during which the employee is engaged in authorized training or duty.
MISCELLANEOUS	An employee who is ordered to duty by proper authority shall be restored, when relieved from duty, to the position held when ordered to duty.

Commented [MS37]: These areas are covered in DECB (LEGAL).

DATE ISSUED: 9/25/2012
LDU 2012.10
DEC(LOCAL)-X

25 of 27

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

VACATION LEAVE

EMPLOYEE ELIGIBILITY	All full-time District employees (not substitute or temporary), in positions normally filled for 240 or 260 days.
PURPOSE	To be used to take care of personal matters and/or to relax and enjoy time off from work.
EARNED EACH FISCAL YEAR	The number of vacation days is based on service with the District: Two weeks per year during the first ten years. Three weeks per year after ten years of service. Four weeks per year after 20 years of service. The following executive staff positions are eligible for 20 days vacation per year: deputy superintendents, division chiefs, associate superintendents, assistant superintendents, and the attorney.
RATE OF ACCRUAL	Vacations will be earned as follows: An employee entitled to ten days vacation will earn vacation time at the rate of .8333 days per month worked. An employee entitled to 15 days vacation will earn vacation time at the rate of 1.25 days per month worked. An employee entitled to 20 days vacation will earn vacation time at the rate of 1.66 days per month worked. Personnel entering employment during the first 15 days of the month will receive credit for a full month. Employees entering employment on or after the 16th day of the month shall not receive credit for that month. To be eligible to use earned vacation, an employee must have worked a minimum of six months.
APPLICATION PROCEDURE	All employees shall make vacation schedules subject to the approval of their immediate supervisors.
MISCELLANEOUS	An employee who terminates employment before the end of the fiscal year will be required to refund a day's pay for each day of unearned vacation taken. Vacations earned in one fiscal year must be taken before August 31 of the following year. With the approval of the Superintendent, vacation days may be carried forward to a date determined by the Superintendent. When an employee resigns or retires from the District, the final paycheck will reflect all compensation for salary, vacation leave not to exceed 40 days, or any adjustment or balance that may be owed the District.

Commented [MS38]: This whole section has been reworded and reformatted and moved to DEC (Regulation) under the heading of "Vacation Leave". No major changes have been done.

Fort Worth ISD
220905

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

NEUTRAL
ABSENCES
CONTROL

If an employee does not return to work within 181 calendar days of being out on a leave of absence, the district shall provide the employee with written notice that the maximum allotted district leave time has been exhausted and the employee will be terminated regardless of the reason for the absence. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act (ADA) [see DAA (LEGAL)], shall be considered before termination. If paid leave has been exhausted, the employee shall remain on unpaid leave during the ADA consideration period. If terminated, the employee may apply for reemployment with the District.

ASSAULT LEAVE

See DEC (LEGAL) for provisions on Assault leave.

MILITARY LEAVE

See DECB (LEGAL) for provisions on Military Leave.

DATE ISSUED: 9/25/2012
LDU 2012.10
DEC(LOCAL)-X

ADOPTED:

27 of 27

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

DEFINITIONS	The term "immediate family" shall include:
FAMILY	<ol style="list-style-type: none">1. Spouse;2. Son or daughter, including a biological, adopted, or foster child, a current son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands <i>in loco parentis</i>;3. Parent, stepparent, current parent-in-law, or other individual who stands <i>in loco parentis</i> to the employee;4. Sibling, stepsibling, brother-in-law or sister-in-law; and5. Grandparent, grandchild, and spouse's grandparent. <p>For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA (LEGAL).</p>
FAMILY EMERGENCY	The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.
BEREAVEMENT LEAVE	All District employees (not substitute or temporary) in the event of the death of a member of the employee's immediate family.
LEAVE DAY	A "leave day" for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.
PAID TIME OFF (PTO)	"Paid Time Off" (PTO) is defined as a bank of days in which Fort Worth ISD pools state, local, and vacation that allows employees to use the days as need or desire arises.
AVAILABILITY	The District shall make state personal leave, local leave and vacation leave for the current year available for use at the beginning of the school year. To be eligible to use vacation leave, employees must have worked a minimum of six months. When an employee is on a leave of absence, all leave balances will be kept current (accrued as earned) until the employee returns to work.
EARNING LOCAL LEAVE	An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.
DEDUCTIONS – LEAVE WITHOUT PAY	The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved scheduled PTO absence for which the employee did not obtain approval from an authorized supervisor or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

LEAVE PRORATION	If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.
EMPLOYED FOR LESS THAN FULL YEAR	If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for: <ol style="list-style-type: none">1. State personal leave the employee used beyond his or her pro-rata entitlement for the school year;2. Local leave the employee used but had not earned as of the date of separation;3. Any additional paid leave the employee received under this policy including Pregnancy/Parenting/Adoption Leave.
EMPLOYED FOR FULL YEAR	If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay.
ORDER OF USE	Earned compensatory time shall be used before any available PTO. Available PTO shall be used before deducting from employee's pay. [See DEA]. Unless an employee requests a different order, available paid state and local leave shall be used in the following order: <ol style="list-style-type: none">1. Local leave.2. State personal leave.3. Vacation previous.4. Vacation current.
RECORDING	Leave shall be recorded as follows: <ol style="list-style-type: none">1. Leave shall be recorded in whole or half-day increments for all employees.2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.
CONCURRENT USE OF LEAVE	When an absent employee is eligible for FMLA leave, the District shall designate the absence a FMLA leave. The District shall require the employee to use temporary disability leave and all other paid leave, including compensatory time, concurrently with FMLA leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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

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

MEDICAL
CERTIFICATION

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

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences.
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child;
4. The employee requests FMLA leave for military caregiver purposes;
5. The employee requests paid Pregnancy Leave under this policy for a pregnancy-related illness, injury, or medical condition; or
6. The employee requests Parenting or Adoption Leave under this policy to care for a newborn or newly-adopted child with a serious health condition.

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

SCHEDULED PTO

To minimize the impact on the educational program and other district operations, the Board requires employees to differentiate the manner in which discretionary leave is taken (e.g., Scheduled PTO):

STATE PERSONAL
LEAVE

All district employees (not substitute or temporary) are entitled to five days earned prorated consistent with their work schedule, with no limit of accumulation and no restrictions on transfer among districts. State Leave is available for use at the beginning of the school year.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

LOCAL LEAVE

Each employee that contributes to TRS (not pyramid substitutes, substitutes, or temporary employees), including retire rehires in a permanent full-time position, shall earn paid local leave days each school year, based on the number of months of service normally required for the employee's position:

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

Local leave shall accumulate without limit and is available for use at the beginning of the school year.

PTO REASONS

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

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

PTO DESIGNATION

Although PTO may be taken for any and all purposes as stated above, state, local, and vacation leave shall remain separated for accumulation and order of use purposes as deemed appropriate by employees.

SICK LEAVE
PROGRAM

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

BEREAVEMENT LEAVE

EMPLOYEE ELIGIBILITY	All District employees (not substitute or temporary) are entitled to a maximum of two days per occurrence.
PURPOSE	To be used in the event of death in the immediate family. [See DEC (Regulation)]
DURATION	The employee may use up to five workdays per occurrence, subject to the approval of the District. However, only two workdays shall be permitted at no loss of state personal or District local sick leave. This paid leave shall be limited to five occurrences in a two-year cycle.
PAY STATUS	For employees who have no available leave at the time of death in the immediate family, the District shall subsidize the employee's pay, less the cost of appropriate substitute pay, up to three days per year.

FAMILY AND MEDICAL LEAVE

EMPLOYEE ELIGIBILITY	All employees who have been employed by the District for at least 12 months and have worked for 1,250 hours during the previous 12-month period.
COMBINED LEAVE FOR SPOUSES	If both spouses are employed by the District, the District shall limit FMLA leave or the birth, adoption, or placement of a child, or to care for a parent with a serious health condition to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA (LEGAL)]
INTERMITTENT OR REDUCED SCHEDULED LEAVE	The District shall permit use of intermittent or reduced schedule FMLA leave under certain circumstances.
CERTIFICATION OF LEAVE	If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA (LEGAL)]
FITNESS- FOR-DUTY CERTIFICATION	If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
END OF SEMESTER LEAVE	If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA (LEGAL), LEAVE AT THE END OF A SEMESTER]
FAILURE TO RETURN	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of premiums paid by the District during the leave. [See DECA (LEGAL) RECOVERY OF BENEFIT COST]

LOCAL PREGNANCY/PARENTING/ADOPTION LEAVE

EMPLOYEE ELIGIBILITY	All District employees (not substitute or temporary).
PURPOSE	To grant a leave of absence to any employee who suffers disabilities caused by pregnancy or childbirth, or who adopts and cares for a child up to two years of age.
APPLICATION PROCEDURE	The employee shall notify her principal or designee or immediate supervisor or designee and contact the employee relations division in the human capital management department for the application procedure.
DURATION	Local pregnancy/parenting/adoption leave shall be for a maximum of six consecutive calendar weeks as measured from the date of childbirth or adoption, or the first official date of medical leave, whichever occurs first.
LIMITATIONS ON DURATION	<p>The District shall require the employee to use any paid leave, including compensatory time, concurrently with an unpaid local pregnancy/parenting/adoption leave of absence.</p> <p>If an employee who has been employed by the District for one year has insufficient available paid leave to cover the entire leave of absence, the District shall grant a maximum of 20 consecutive workdays of paid leave subject to deduction of the daily rate of a substitute for the employee's position for each day used, whether or not a substitute is employed.</p> <p>The combined total of paid leave days shall not exceed six consecutive calendar weeks.</p> <p>If both spouses are employed by the District, the District shall limit the local pregnancy/parenting/adoption leave to a combined total of six weeks and the combined total of paid leave, beyond the employee's available paid leave, shall not exceed 20 consecutive workdays.</p> <p>The District shall require the employee to use local pregnancy/parenting/adoption leave concurrently with FMLA leave, as applicable.</p>

TEMPORARY DISABILITY LEAVE

EMPLOYEE ELIGIBILITY	All District employees (not substitute or temporary).
PURPOSE	For temporary disability at any time that the employee's condition interferes with the performance of regular duties. The term "temporary disability" includes the condition of pregnancy when such condition interferes with the performance of regular duties. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom will be treated the same as any other disability.
DURATION	The maximum length of temporary disability leave shall be 180 calendar days. The leave is inclusive of the 12-week provision allowed by the FMLA.
ASSIGNMENTS / REASSIGNMENTS	If leave extends beyond FMLA, educators shall be assigned or re-assigned in accordance with statutory guidelines in Education Code 21.409.

WORKERS' COMPENSATION

WORKERS' COMPENSATION

Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD (LOCAL) regarding payment of insurance contribution during employee absences].

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave. [See DEC (Regulation) for application procedures]

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

COURT APPEARANCES

COURT APPEARANCES

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

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

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

NEUTRAL
ABSENCES
CONTROL

If an employee does not return to work within 181 calendar days of being out on a leave of absence, the district shall provide the employee with written notice that the maximum allotted district leave time has been exhausted and the employee will be terminated regardless of the reason for the absence. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act (ADA) [see DAA (LEGAL)], shall be considered before termination. If paid leave has been exhausted, the employee shall remain on unpaid leave during the ADA consideration period. If terminated, the employee may apply for reemployment with the District.

ASSAULT LEAVE

See DEC (LEGAL) for provisions on Assault leave.

MILITARY LEAVE

See DECB (LEGAL) for provisions on Military Leave.

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE FIRST READING AND WAIVE SECOND READING - REVISION TO BOARD POLICY BBFA (LOCAL) "ETHICS-CONFLICT OF INTEREST DISCLOSURE"

BACKGROUND:

On April 25, 2017, the Board approved the second reading of the updated Board Policy BBFA (LOCAL). The policy had been in place since June 14, 2007 and had served the Board well. This item is to revert back to the old policy and to have the Board Policy Review Committee to revisit what changes, if any, are needed that are not covered in BBFA (LEGAL).

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve first reading and waive second reading - revision to Board Policy BBFA (LOCAL) "Ethics-Conflict of Interest Disclosure."
2. Decline to Approve first reading and waive second reading - revision to Board Policy BBFA (LOCAL) "Ethics-Conflict of Interest Disclosure."
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

Not Applicable.

RATIONALE:

Reverting back to the old policy will give the Board Policy Review Committee an opportunity to revisit changes that may be needed.

INFORMATION SOURCE:

FWISD School Board of Trustees

DEFINITIONS

CONFLICT OF
INTEREST

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

A "conflict of interest" shall be defined as any circumstance that could cast doubt on a Board member's ability to act with total objectivity with regard to the District's interests. A Board member's loyalty to the District must be free from any conflicting interests.

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

DUTY OF LOYALTY

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

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

BOARD MEMBER'S
FAMILY

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

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

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

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

ENTITY

As used herein, the term "entity" shall apply to any individual, sole proprietorship, business, board, organization, nonprofit corporation;

~~religious, educational, or nongovernmental organizations; political action committees; organized labor group and governmental institutions, whether incorporated or not, and their related officers, key employees, and/or other authorized representatives or agents, that a Board member knows, or has reason to know, has, is interested in, or is likely to become interested in, any financial interest such as contract, purchase, payment, claim, or transaction with or against the District. Entity herein refers to either a single individual or a collective group of individuals.~~

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

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

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

~~CAMPAIGN
CONTRIBUTIONS BY
VENDORS OR
OUTSIDE
ORGANIZATIONS~~

~~A Board member shall disclose a campaign contribution or loan and recuse himself or herself from voting on a contract, agreement, or any other District transaction with any entity financially interested in the outcome of a Board proceeding, including nonprofit organizations, if the entity and its related officers, key employees, and/or other authorized representatives or agents have provided campaign contributions or loans to the Board member during the~~

~~preceding 12-month period in excess of \$2,000. Further, an entity that is financially interested in the outcome of a contract or the outcome of a competitive bidding or purchasing process may not make a campaign contribution or loan to a Board member at any time during the code of silence period, until execution of an awarded contract by all required parties. [See CAA]~~

~~BOARD MEMBER
GIFTS OR
GRATUITIES~~

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

~~This provision shall not apply to:~~

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

~~DISCLOSURE
REQUIREMENTS~~

~~Each Board member shall, by 5:00 p.m. on January 15 and July 15 of each year, file with the District's board of education office a Board-approved form Disclosure of Interest Related to the Fort~~

~~Worth Independent School District. [See BBFA(EXHIBIT)] The January 15 report shall cover activities during the preceding six months of July 1 through December 31, and the July 15 report shall cover activities during the preceding six months of January 1 through June 30. The form shall provide, among other matters, conflict of interest disclosure of all direct and indirect interests related to the District, as well as gifts, honorarium, and other payments that are unrelated to services performed or goods furnished by the Board member from any party that does business with the District or that is interested in doing business with the District. Board member disclosures shall be posted on the District's website under Board members.~~

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

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

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

RECUSAL

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

ABSTENTION

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

~~[See BBE regarding Board actions regarding questions, concerns, or issues related to Board member conflict of interest disclosures,~~

~~Board member voting on contract awards, and/or any related questions regarding conflicts among Board members as well as provisions for complaints against Board members.]~~

~~If a Board member discloses that he or she has a conflict of interest in a matter before the Board and has properly recused himself or herself, the remaining Board members, if determined appropriate, may inquire and review all material facts related to the transaction to confirm that the transaction is a benefit to the District. The Board may make inquiries to determine the following:~~

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

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

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

ETHICS
CONFLICT OF INTEREST DISCLOSURES

BBFA
(LOCAL)

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

Fort Worth ISD
220905

ETHICS
CONFLICT OF INTEREST DISCLOSURES

BBFA
(LOCAL)

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

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE SECOND READING - REVISIONS TO BOARD POLICY EIC (LOCAL) "ACADEMIC ACHIEVEMENT: CLASS RANKING"

BACKGROUND:

As a result of multiple study sessions over the course of the school year with parents, students, teachers, principals, and campus and central office personnel, administration recommends the following changes to EIC (LOCAL).

- Currently, all courses that a student takes in high school, with the exception of local credit courses or courses taken in a distance-learning environment, are included in the calculation of grade point average (GPA).

GPA points are assigned to courses based on Tiers. Tier I courses include Advanced Placement (AP), Dual Credit, and International Baccalaureate (IB) courses. Tier II courses include Pre-AP, Pre-IB, and Honors courses, and Tier III courses include on-level courses.

Parents, students, and teachers have expressed concerns that student enrollment in areas of special talents and interests drop because students forfeit taking those special interest courses in favor of higher tiered courses.

The District wants to encourage students to continue to pursue their areas of special talents and interests. Therefore, administration proposes that beginning with the graduating class of 2021, junior and senior students be allowed to take up to two semesters of courses each year on a GPA-exempt basis.

GPA-exempt courses will be available in all content areas and will include such courses as junior and senior level band, orchestra, mariachi, choir; junior and senior level CTE courses; junior and senior level JROTC, athletics, and health courses; junior and senior level world languages, debate, journalism, and broadcasting courses; junior and senior level special topics in social studies, among others.

A student will select, prior to enrolling in the course, whether he wants to include the grade he receives in the calculation of GPA. If a student elects to take a course on a GPA-exempt basis, the student will still receive a grade in the course, the grade will be reported on the student's report card and transcript, but the grade will not be used in the calculation of GPA.

Districts across the state report that allowing junior and senior students to select courses to take on a GPA-exempt basis has increased enrollment in those special interest courses.

Furthermore, 100 % of parents, 85% of students, 83% of principals, and 78% of teachers who participated in the study sessions recommend that this option be available to students.

- The valedictorian and salutatorian from each high school are the students at the high school with the highest and next-highest class rank who have also been enrolled at the school for at least two years.

Also, the State of Texas awards a highest-ranking graduate certificate to the student from each high school who has the highest rank. That student receives free tuition for one year to any Texas public college or university.

There have been instances when a student is the valedictorian but is not the highest-ranking graduate. This can occur when a student transfers to a campus during the student's junior or senior year with a higher GPA than any other student at that school.

Therefore, beginning with the graduating class of 2021, administration proposes that the student with the honor of valedictorian also receive the highest-ranking graduate certificate from the state of Texas.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Second Reading - Revisions to Board Policy EIC (LOCAL) "Academic Achievement: Class Ranking"
2. Decline to Approve Second Reading - Revisions to Board Policy EIC (LOCAL) "Academic Achievement: Class Ranking"
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Second Reading - Revisions to Board Policy EIC (LOCAL) "Academic Achievement: Class Ranking"

FUNDING SOURCE

Additional Details

No Cost

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All high school campuses

RATIONALE:

Changes to the proposed policy will encourage eligible students to continue taking courses in their areas of talent and interest.

Also, by changing the criteria for the awarding of the Highest Ranking Graduate Certificate to the student who is also the Valedictorian, may prevent students from potentially 'shopping' high schools and transferring to a school where the student would be the highest ranked, thus displacing the current highest-ranked student from the certificate and scholarship.

INFORMATION SOURCE:

Charles Carroll
Maria Phillips

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

	<p>The District shall apply the same rules for class rank calculation and local graduation honors to all students in a graduating class, regardless of the school year in which a student entered grade 9.</p>
CALCULATION	<p>The District shall include in the calculation of class rank grades earned in all high school credit courses taken in grades 9–12.</p>
EXCLUSIONS	<p>The calculation of class rank shall exclude grades earned in or by a local credit course; a course for which a pass/fail grade is assigned; credit by examination, with or without prior instruction, and grades earned prior to grade 9.</p> <p>In addition, the calculation of class rank shall exclude grades earned through:</p> <ul style="list-style-type: none">• Distance learning and traditional correspondence courses, and• Dual credit courses taken through a college with which the District does not have a partnership agreement.
<u>EXCLUSIONS BEGINNING GRADUATING CLASS OF 2021</u>	<p><u>Beginning with students in the graduating class of 2021, the District shall allow each student to designate for exclusion from the class rank calculation two semester grades earned in grade 11 or 12 in any eligible course or courses. The District shall publish annually in appropriate District publications a list of courses eligible for exclusion, along with procedural rules and deadlines.</u></p>
WEIGHTED GRADE SYSTEM	<p>The District shall categorize and weight courses as Tier I, Tier II, and Tier III in accordance with provisions of this policy.</p>
CATEGORIES	
TIER I	<p>Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier I courses. The courses shall include Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual credit courses, any courses for which a Tier I course is a prerequisite, and other District-designated courses.</p>
TIER II	<p>Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier II courses. The courses shall include high school Pre-AP courses, Pre-IB courses, and other courses locally designated as honors courses.</p>
TIER III	<p>All other eligible courses shall be designated as Tier III courses.</p>
WEIGHTED GRADE POINT AVERAGE (GPA)	<p>The District shall convert semester grade points and shall calculate a weighted GPA in accordance with the following chart:</p>

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Grade	TIER I	TIER II	TIER III
97 and above	5.0	4.5	4.0
94–96	4.8	4.3	3.8
91–93	4.6	4.1	3.6
87–90	4.4	3.9	3.4
84–86	4.2	3.7	3.2
81–83	4.0	3.5	3.0
77–80	3.8	3.3	2.8
74–76	3.6	3.1	2.6
71–73	3.4	2.9	2.4
70	3.0	2.5	2.0
69 or below	0	0	0

TRANSFERRED
GRADES

When a student transfers grades for properly documented courses from an accredited U.S. or foreign public or private institution, the District shall assign weight to those grades based on the categories and grade weight system used by the District if similar or equivalent courses are offered to the same class of students in the District.

Conversion of letter grades to numerical grades for students transferring into the District with letter grades may be found in the District's Guide to Grade Reporting. Grades earned in nonaccredited schools shall be handled in accordance with FD(LOCAL).

LOCAL GRADUATION
HONORS

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank at the end of the fifth six-week grading period of the senior year upon receipt of grades for dual credit courses, except for schools on an accelerated block schedule. The average of the fourth and fifth six-week grades shall be used as the semester grade for this purpose.

For schools on an accelerated block schedule, the District shall calculate class rank at the end of the third nine-week grading period of the senior year. The grade for the third nine-week grading period shall be used as the semester grade for this purpose.

For the purpose of applications to institutions of higher education, the District shall also calculate class ranking as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

ranking for the purpose of automatic admission under state law.
[See EIC(LEGAL)]

VALEDICTORIAN
AND SALUTATORIAN

The valedictorian and salutatorian shall be the eligible students with the highest and second highest ranking, respectively. To be eligible for such recognition, a student must:

1. Have completed the Recommended Program, the Advanced/Distinguished Achievement Program, or the foundation program with the distinguished level of achievement; and
2. Have completed 19 credits before the first day of the school year in which graduation requirements are completed and must have been continuously enrolled in the same high school in the District for the entire school year in which graduation requirements are completed.

A student who has attended a special interest high school program or a program of choice for more than two years shall only be eligible for the honor of valedictorian or salutatorian at that school.

Beginning with students who graduate in 2016, a student must also have been continuously enrolled in the same high school for the two school years preceding graduation in order to be eligible for the honor of valedictorian or salutatorian at that school.

BREAKING TIES

In case of a tie in either the weighted GPAs or the weighted numerical grade averages after calculation to the thousandths place, the District shall recognize all students involved in the tie as sharing the honor and title.

LATIN HONORS

Local class rank Latin honors at each District high school shall be awarded to students completing the Recommended Program, the Advanced/Distinguished Achievement Program, or the foundation program with the distinguished level of achievement, as follows:

- Summa Cum Laude The top highest two percent of the graduating class
- Magna Cum Laude The next highest three percent of the graduating class
- Cum Laude The next highest five percent of the graduating class

HIGHEST-RANKING
GRADUATE

In the The graduating classes of 2018, 2019, and 2020 local eligibility criteria for recognition as the valedictorian shall not affect recognition of the highest-ranking graduate for purposes of receiving the scholarship certificate from the State of Texas. [See Section 54.201 of the Texas Education Code]

Beginning with the graduating class of 2021, the student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN TCU COLLEGE ADVISING CORPS AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

The TCU College Advising Corps is housed in the Center for Public Education at the TCU College of Education. The program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, college and career readiness coaches and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the schools they eventually choose. The College Advising Corps has three main aims: to increase the college-going rate at partner schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, teachers and college and career readiness coaches foster a college-going culture.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District
2. Decline to Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District

FUNDING SOURCE

Additional Details

General Fund

199-31-6299-001-999-99-152-000000

COST:

\$130,000

VENDOR:

TCU

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

Academic Advisement Department
Grants and Development

RATIONALE:

The reason for this MOU is for The Advising Corps, the District, and the Schools to work collaboratively to develop and implement programs and services that foster access to postsecondary education, include all students who wish to participate and who work in good faith to do so, outline current school-based efforts to foster access to postsecondary education; review Advising Corps programs and services to ensure that they complement and do not duplicate these existing efforts, and to establish clear and mutually agreeable for the implementation of Advising Corps programs and services. The District agrees to provide matching fund, in the amount of \$130,000 to support the costs associated with providing one full-time Advising Corps college adviser at each of the following District High Schools: Arlington Heights, Amon Carter-Riverside, Diamond Hill-Jarvis, Paul Laurence Dunbar, Eastern Hills, North Side, R.L. Paschal, Polytechnic, South Hills, Southwest, Green B. Trimble Technical, Western Hills, and O.D. Wyatt High Schools during the term of this agreement.

INFORMATION SOURCE:

Charles Carroll
Anita Perry
Tracy Marshall

Memorandum of Understanding
TCU College Advising Corps & Fort Worth Independent School District

The TCU College Advising Corps (formerly referred to as Advise TX) is housed in the Center for Public Education at the TCU College of Education. The program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, college and career readiness coaches and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the schools they eventually choose. The College Advising Corps has three main aims: to increase the college-going rate at partner schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, teachers and college and career readiness coaches foster a college-going culture.

To achieve the goals of the program, the TCU College Advising Corps seeks to foster strong and mutually rewarding partnerships with the school districts, high schools, and their administrators, faculty, and staff. This memorandum of understanding has been developed to foster such a partnership by clarifying the expectations and responsibility of the TCU College Advising Corps (“the Advising Corps”), **the Fort Worth Independent School District** (“the District”), and the **following District High Schools** (“the School”):

Arlington Heights, Amon Carter-Riverside, Diamond Hill-Jarvis, Paul Laurence Dunbar, Eastern Hills, North Side, R.L. Paschal, Polytechnic, South Hills, Southwest, Green B. Trimble Technical, Western Hills, and O.D. Wyatt High Schools.

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

The Advising Corps, the District, and the School agree to:

- Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
- Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advising Corps programs and services to ensure that they complement and do not duplicate these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advising Corps programs and services.
- See the adviser as a professional, well-trained resource for students regarding college access.
- To meet with the adviser and project director before the 2017-2018 academic year to discuss the program expectations.

The Advising Corps agrees to:

- Identify, recruit, and hire a full-time adviser to serve the School for an average of 40 hours per week during the school year.
- Provide necessary and ongoing training, support, and professional development that will allow the adviser to fulfill his or her responsibilities to the School and its students including to ensure that the adviser complies with the FERPA provisions in this MOU.
- Provide assurance that all employees of the Advising Corps who have contact with students have passed a criminal history background check current within the last year.
- Employ a program director who will (a) supervise the adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with Academic Advisement Department and the on-site liaison assigned by the School to ensure that the relationship between the adviser and the School remains strong and that the adviser is effectively serving students and advancing the three main aims of the Advising Corps; (c) meet with school-level post-secondary leadership teams; (d) engage in frequent dialogue with District staff and school teams around strategic collaboration and to assess progress towards the goals; (e) re-evaluate the work plan and make adjustments as needed, but at least on an annual basis; (f) serve as the main liaison between the Academic Advisement Department, principal of

the School, and the Advising Corps, meeting at least once per year to review the partnership and ensure that its goals are being met; (g) work with the on-site supervisor to establish a mutually agreeable work schedule for the adviser; (h) visit the school at least twice per academic year and (i) will remain open and available to address any issues or concerns that may arise.

- Require the advisor to utilize District programs (for example: FOCUS, Career Cruising, GO Center Kiosk Sign-in and the data collection College and Career Readiness Programs)
- Share monthly reports, relevant data and research with Academic Advisement Department and School officials.
- Manage the program's administration and pay the full salary and benefits of each adviser assigned to the District.
- Work in good faith to develop funding that will sustain the partnership between the Advising Corps and the District beyond the current term.
- Keep any and all student-level data provided by the School strictly confidential, in accordance with applicable local, state, and federal law, including as FERPA regulations except as may be required by law or regulation or under subpoena.
- Require the participation of the adviser in Advising Corps activities (for example: ongoing training, the development of funding, or programming activities at other schools) for no more than 10 days that the School is in session during the term of service specified above.
- Obtain the approval from the Grants, Compliance & Monitoring Department of FWISD to survey students for the College Advising Corps.

The District and School agree to:

- Welcome the adviser, work actively to facilitate their entry into the school community by treating them as a professional member of the school and facilitate the collaboration among the Advising Corps and any other college access, admissions, or financial-aid advising already present at the School.
- Provide a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
- Establish and maintain clear lines of communication with the adviser and project director in regards to staff policies, procedures, and expectations with which the adviser is expected to comply.
- Designate a school administrator/staff member to serve as the adviser's onsite liaison who will (a) serves as the adviser's primary resource and advocate within the school, facilitating the adviser's integration into the life of the school and providing appropriate advice and counsel; (b) work closely with the project director to ensure that the relationship between the adviser and the school remains strong and that the adviser is effectively serving students and advancing the three main aims of the College Advising Corps; and (c) work with the project director to establish a mutually agreeable work schedule for the adviser; (d) participate in the adviser's evaluation process; (e) meet with and engage in frequent dialogue with the Advising Corps project director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least annually; (g) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the collaboration and ensure that its goals are being met; and (h) report all issues concerning the adviser's performance to the Advising Corps project director.
- Supply access (within a reasonable amount of time) to student-level data (name, date of birth, year of graduation) for the purposes of advising, grant reporting, and program evaluation. The data collected falls within FERPA regulations and will be treated as confidential, except as may be required by law or regulation or under subpoena.
- Provide access (within a reasonable amount of time) to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA regulations. Adviser access to the District or School's mainframe to retrieve such information is preferred.
- Ensure that the adviser is not arbitrarily assigned duties unrelated to their work plan such as clerical or manual labor or expected to fill temporary voids in your school's workload or assume ad hoc assignments

(such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).

- Ensure that the adviser does not serve as a facilitator or proctor of TSI or college-readiness testing.
- Provide the adviser with a reasonable working/meeting space with a computer, internet access, and daily access to phone and voicemail, including access to a photocopier/scanner, printer, and fax machine.
- Allow the adviser to disseminate and collect the annual College Advising Corps student surveys as approved by the Grants, Compliance and Monitoring Department of FWISD. (if applicable).
- Ensure that the adviser has access to and can utilize the program's data collection tool (via Dropbox), email, and a wireless internet connection on the adviser's laptop (if necessary).
- Provide the adviser with a comprehensive orientation to the School, with introductions to key administrators, teachers, and staff, an overview of the mission and culture of the School, and assist the adviser with obtaining a parking pass and School/District badge/identification.
- Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with a college adviser.
- Ensure that the adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the District or School.

Local Match

- The District agrees to provide matching funds, in the amount of \$130,000, to support the costs associated with providing one (1) full-time Advising Corps college adviser at each of the following District High Schools: **Arlington Heights, Amon Carter-Riverside, Diamond Hill-Jarvis, Paul Laurence Dunbar, Eastern Hills, North Side, R.L. Paschal, Polytechnic, South Hills, Southwest, Green B. Trimble Technical, Western Hills, and O.D. Wyatt High Schools** during the term of this agreement.
- The District agrees to submit payment to Texas Christian University, on behalf of the TCU College Advising Corps, in monthly installments of \$14,444 per month, starting with the first paying due and payable before October 1, 2017, and by the first of the month thereafter for a period of nine months with the final payment of \$14,448 due and payable on or before June 1, 2018.

Program Evaluation

- Funding for the TCU College Advising Corps program is provided by the National College Advising Corps (CAC) and external funders. As a condition of external funding, the program will be evaluated on an ongoing basis.
- Data will be collected and managed through an evaluation team affiliated with Stanford University and contracted by the CAC. The District/School is expected to provide all necessary data requested by the evaluation team and CAC with the governance of FWISD Grants, Compliance and Monitoring Department. Data will be used for program evaluation and educational purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will be identified. A final copy of any report identifying FWISD whether written or in presentation form should be submitted to the Academic Advisement Department.
- Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information, intermediary goals, and college enrollment; and information on services provided to students. At the school level, the adviser will collect data to help target and track services and evaluate the program's success.
- The Advising Corps will comply with applicable Family Educational Rights and Privacy Act (FERPA) provisions and agrees to protect any confidential student information it receives or accesses that could make a student's identity traceable.

Duration of Agreement

- This agreement applies exclusively to the 2017-2018 academic school year and shall commence on August 1, 2017, and shall terminate on July 31, 2018 unless earlier termination or extension shall occur pursuant to any

provision hereof.

- Costs associated with District/School participation in future years will be determined annually.

Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

Applicable Law

This MOU shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Tarrant County, Texas, and all payments under the Contract shall be due and payable in Tarrant County, Texas.

Dispute Resolution

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

Amendments

- Modifications to the MOU shall only be made by written amendment and executed by the College Advising Corps and the District. Fully executed amendments will then become part of the MOU agreement.

Termination

- This MOU will automatically terminate at the end of the agreement on July 31, 2018, as noted above.
- Any party may terminate this MOU (for cause) by giving ninety days' written notice to the other party.
- The College Advising Corps may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that the Advising Corps is unable to obtain additional funds for such purpose.

By signing, I certify that I have read and agree with the terms of the Memorandum of Understanding and officially authorized to sign and execute on behalf of my institution:

Fort Worth Independent School District

Signature

Date

Tobi Jackson, Board President, Fort Worth ISD

Print Name and Title

Signature

Date

Dr. Kent Paredes Scribner, Superintendent, Fort Worth ISD

Print Name and Title

Texas Christian University

Signature

Date

Dr. Mary M. Patton, Dean, TCU College of Education

Print Name and Title

Signature

Date

Dr. Bonnie E. Melhart, Associate Provost for Research, Texas Christian University

Print Name and Title

DISTRICT CONTACTS:

School District Central Point of Contact (Superintendent, District Administrator, or Principal)

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

Additional: School District Central Point of Contact (Superintendent, District Administrator, or Principal)

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

Data Contact

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

Human Resources Contact

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

TCU COLLEGE ADVISING CORPS CONTACTS:

ADDRESS : TCU College of Education
J.E. & L.E. Mabee Foundation Education Complex
Bailey Building & Palko Hall
3000 Ballaire Drive N.
Fort Worth, TX 76129

TCU Contact :

NAME : Dr. Cornell Thomas
TITLE : Principal Investigator, TCU College Advising Corps & Professor
PHONE : (817) 257-6775
EMAIL : cornell.thomas@tcu.edu

Program Contact :

NAME : Matt Burckhalter
TITLE : Director, TCU College Advising Corps
PHONE : (817) 257-4746
EMAIL : m.burckhalter@tcu.edu

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE AVID CENTER FOR THE 2017-2018 ACADEMIC SCHOOL YEAR

BACKGROUND:

AVID is a school-wide college-readiness system designed to insure that all students complete a study path which will (a) provide college-career readiness for AVID students, and (b) increase the achievement level of all students. The focus of AVID classes is primarily to support students who would be first-generation college students. Additionally, all students who use the AVID strategies in their classes achieve at a higher level. AVID is currently in its 16th year in the Fort Worth ISD. This is a contract renewal which includes the site membership fees for 29 existing sites. There are no campus additions for the 2017-18 academic year.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the AVID College Readiness System Services and Products Agreement between Fort Worth Independent School District and the AVID Center for the 2017-2018 Academic School Year.
2. Decline to Approve the AVID College Readiness System Services and Products Agreement between Fort Worth Independent School District and the AVID Center for the 2017-2018 Academic School Year.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the AVID College Readiness System Services and Products Agreement between Fort Worth Independent School District and the AVID Center for the 2017-2018 Academic School Year.

FUNDING SOURCE

Additional Details

General Fund

199-11-6299-0WV-XXX-24-378-000000

COST:

\$93,641.00

VENDOR:

AVID Center

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

Amon Carter-Riverside HS	Daggett MS
Arlington Heights HS	Forest Oak MS
Benbrook MS/HS	Handley MS
Diamond Hill-Jarvis HS	Jacquet MS
Eastern Hills HS	JP Elder MS
Green B. Trimble Technical HS	Meadowbrook MS
Marine Creek Early College HS	Riverside MS
North Side HS	Rosemont MS
Oscar Dean Wyatt HS	Meacham MS
Paul Laurence Dunbar HS	Monnig MS
Polytechnic HS	Stripling MS
R.L. Paschal HS	Wedgwood MS
South Hills HS	McClung MS
Southwest HS	Morningside MS
Tarrant County College South/Fort Worth ISD Collegiate HS	

RATIONALE:

This program increases the number of minority and first generatoin college-bound students who will be prepared to succeed in college and who will enroll in four-year universities. This is a nationally used program. Strengths include providing support, tutoring, college planning and time management training to students in the academic middle (2.5 - 3.5 GPA) who desire to go to college. AVID has a close relationship with College Board and school-wide metrics that correlate with the college readiness pathway (RediStep, PSA, Sat) of the College Board.

INFORMATION SOURCE:

Charles Carroll
Brenda Raymond

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center"), and the client named in the Quote(s) ("Client").

Article I. Definitions

- 1.1 **AVID College Readiness System Services and Products Agreement:** The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.
- 1.2 **AVID College Readiness System:** The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).
- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.
- 1.3 **AVID Materials:** Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.
- 1.4 **AVID Member Site:** Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.
- 1.5 **AVID Methodologies:** Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

- 1.6 **AVID Programs:** Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).
- 1.7 **Exhibit:**
The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).
- 1.8 **Payment Terms:** The terms of when payment is due, as listed on the Quote.
- 1.9 **Quote:** The order document that is fully incorporated into this Agreement by reference.
- 1.10 **AVID District Director:** District leaders that coordinate the implementation of AVID Secondary and/or AVID Elementary at AVID Member Sites within their school system according to the AVID Methodologies. If Client implements AVID Elementary and/or AVID Secondary at any of its AVID Member Sites, then Client agrees to maintain, at its expense, at least one AVID District Director who will enroll in and complete, or have previously completed, the series of AVID District Leadership (ADL) trainings (as described in the corresponding Exhibit).

Article II. Period of Agreement

- 2.1 **Term:** The Term ("Term") of this Agreement shall be July 1, 2017 to June 30, 2018 unless earlier terminated as provided herein.

Article III. Licenses and Rights

3.1

Copyright License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

- 3.2 **Trademark License:** Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 **Rights Reserved:** Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 **Proprietary Rights:** The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5 **Enforcement:**

The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center may be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement may be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6 **Proprietary Notices:** Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7 **Infringement:** Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8 **Compliance With Laws:** Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9 **Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

4.1 **Quotes--Invoicing and Payment:** During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

- 5.1 **Independent Contractors:** AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

- 6.1 **AVID Center Warranty:** AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.
- 6.2 **Client Warranty:** Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

- 7.1 **Termination for Cause:** Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.
- 7.2 **Termination Without Cause:** Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

- 7.3 **Cessation of Use:** Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 **Cumulative Remedies:** All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

- 8.1 **Governing Law and Venue:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.
- 8.2 **Entire Agreement:** All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 **Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 **Force Majeure:** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

- 8.5 **Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.6 **Attorney Fees:** In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 **No Assignment, Delegation or Transfer:** Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.
- 8.8 **Notice:** All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 **Counterparts:** This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 **Non-Waiver:** The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 **Facsimile and Electronic Signatures:** The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format, they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Fort Worth Independent School District
TX

Signature: AVID Center Authorized

Signature: Client Authorized

Printed or Typed Name

Printed or Typed Name

Title

Title of Designee

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Curriculum

As per AVID Elementary Curriculum Package being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Curriculum ("AVID Elementary Curriculum Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Elementary Curriculum

1.1 **AVID Curriculum Library**: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The Elementary Curriculum Package consists of a set of AVID publications and materials.

1.2 **Curriculum Library**: To ensure proper implementation of AVID Elementary, Client agrees to purchase at least one (1) complete AVID Elementary Curriculum Package for each AVID Member Site newly implementing AVID Elementary, as listed on the Quote. Curriculum Library prices are set forth on the Quote. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites listed on the Quote with the Program Name including Elementary and for which the materials were originally purchased. The AVID Elementary Curriculum Package is non-transferable. Client and its AVID Member Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Library, which is part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

1.3 **Curriculum Shipment(s)**: AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

Article II. Term of Exhibit

2.1 **Term**: The parties agree that this Exhibit shall be in effect from July 1, 2017 to June 30, 2018 unless earlier terminated as provided for in the Agreement ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Membership

As per AVID Elementary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Membership ("AVID Elementary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 **AVID Membership**: "AVID Members" or "AVID Member Sites" are those school sites listed on a Quote as implementing one or more AVID programs—Elementary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 **AVID College Readiness System and Materials**: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit.

1.3 **AVID Center Support for AVID Elementary**: AVID Center agrees to provide support to Client for its Elementary AVID Member Sites through the District Director and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- Access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- Access to training for the District Director at AVID Summer Institute and through the AVID District Leadership Training;
- Access to coaching visits for implementation guidance;
- AVID Center technical assistance for the District Director;
- Coordination with Client's District Director to collect, report, and analyze data from AVID Member Sites;
- Permission to use the AVID Trademarks as described in Standard Terms and Conditions;
- Elementary AVID Weekly for each AVID Member Site listed on the Quote as implementing the Elementary program; and
- Assistance in disseminating information about AVID to school sites interested in implementing AVID Elementary.

1.4 **AVID Reports**: AVID Center agrees to provide Client with reports on AVID data collected by Client.

1.5 **AVID Summer Institute**: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary. Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 **Licensing Benefits**: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 **Annual Membership/License Fee**: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

2.1 **Term**: The parties agree that this Exhibit shall be in effect from July 1, 2017 to June 30, 2018 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 **AVID Elementary Methodology**: AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center.

3.2 AVID Elementary Staff Training: Client agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and staff through AVID Summer Institute teams.

3.3 AVID Summer Institute: All AVID Member Sites in Year 1 of implementing the AVID Elementary program will send a minimum of four (4) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

3.4 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.4 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Curriculum

As per Middle School Library or High School Library being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Curriculum ("AVID Secondary Curriculum Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the standard terms and conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Secondary Curriculum

1.1 **AVID Curriculum Library**: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle School or High School—consists of a set of AVID publications and materials.

1.2 **Curriculum Library**: To ensure proper implementation of AVID Secondary, Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site newly implementing AVID Secondary, as listed on the Quote. AVID Curriculum Library prices are set forth on the Quote. Client shall be entitled to use AVID Secondary libraries only at the AVID Member Sites listed on the Quote with a Program Name that includes "Secondary" and for which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

1.3 **Curriculum Shipment(s)**: AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

Article II. Term of Exhibit

2.1 **Term**: The parties agree that this Exhibit shall be in effect from July 1, 2017 to June 30, 2018 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership (“AVID Secondary Membership Exhibit”) is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: “AVID Members” or “AVID Member Sites” are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites’ AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center’s national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center’s national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client’s District Director to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the certification processes;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- Assistance in disseminating information about AVID to Client’s potential new AVID middle school and high school sites.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites’ implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client’s AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2017 to June 30, 2018 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 AVID Secondary Methodology: Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

3.2 AVID Secondary Student Selection: Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Methodologies. AVID Methodologies may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 AVID Summer Institute: Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.



AVID Center HQ
 9797 Aero Drive
 Suite 100
 San Diego, CA 92123
 Phone: (858) 380-4800
 Fax: 1-800-915-6897

Quote: Fort Worth Independent School District

To	From
Fort Worth Independent School District	Michael Johnson
Sharon Meng	E-mail: mjohnson@avid.org
100 N. University Drive, NE 226	
Fort Worth, TX 76107	

Summary

Total Amount:	\$93,641.00	Quote ID:	QUO-09353-J2T2R7
Shipping Method:	FedEx	Date:	5/30/2017
Payment Terms:	Net 30		

Number of SI:		Number of Elementary Libraries:	
Number of Memberships:	29	Number of Middle Libraries:	
Number of AVID Weekly:		Number of High Libraries:	

Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Amon Carter-Riverside High School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					
Site: Arlington Heights High School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Benbrook Middle/High School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					
Site: Daggett Middle School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					
Site: Diamond Hill-Jarvis High School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					
Site: Eastern Hills High School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					
Site: Elder Middle School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					
Site: Forest Oak Middle School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					
Site: Green B. Trimble Technical High School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					
Site: Handley Middle School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					
Site: J. Martin Jacquet Middle School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					
Site: Marine Creek Early College High School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Program Level: Secondary					

Site	Product ID	Product	Quantity	Price	Sub Total
Site: McClung Middle School					
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Site: Meadowbrook Middle School					
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Site: Morningside Middle School					
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Site: North Side High School					
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Site: Oscar Dean Wyatt High School					
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Site: Paul Laurence Dunbar High School					
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Site: Polytechnic High School					
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Site: R. L. Paschal High School					
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Site: Riverside Middle School					
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
Site: Rosemont Middle School					
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00

Site	Product ID	Product	Quantity	Price	Sub Total
Site: South Hills High School					
Program Level: Secondary	MEMBERSHIP	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
	SECONDARY				
Site: Southwest High School					
Program Level: Secondary	MEMBERSHIP	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
	SECONDARY				
Site: Tarrant County College South/Fort Worth ISD Collegiate High School					
Program Level: Secondary	MEMBERSHIP	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
	SECONDARY				
Site: W. A. Meacham Middle School					
Program Level: Secondary	MEMBERSHIP	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
	SECONDARY				
Site: W. C. Stripling Middle School					
Program Level: Secondary	MEMBERSHIP	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
	SECONDARY				
Site: Wedgewood Middle School					
Program Level: Secondary	MEMBERSHIP	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
	SECONDARY				
Site: William Monnig Middle School					
Program Level: Secondary	MEMBERSHIP	AVID Membership Fees	1.00	\$3,229.00	\$3,229.00
	SECONDARY				

Pre Freight Amount	\$93,641.00
Total Tax	\$0.00
Total	\$93,641.00

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Title

Date

Fort Worth Independent School District Sole Source Affidavit



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

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

X an item for which **competition is precluded** because of the existence of a patent, copyright, secret process, or monopoly:

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

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

PLEASE COMPLETE THIS BOX

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

College Readiness System _____

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

Company AVID Center _____

Address 9797 Aero Drive Suite 100 _____

City, State, Zip Code San Diego, CA 92123 _____

Telephone No. 858-380-4800 Fax No. 800-915-6897 _____

Email Address contracts@avid.org _____

Authorized Signature *David Gonzalez* _____

Title Controller _____

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____

Notary Public, State of _____

Signature

Printed Name

(Seal) Date Commission Expires

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

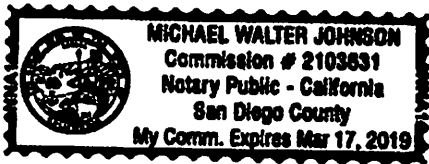
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On 6/22/17 before me, Michael Johnson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David S. Greulich
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Safe Source letter Document Date: 6/22/17
Number of Pages: 1 Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)
Signer's Name: David S. Greulich Signer's Name: _____
 Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: Controller Other: _____
Signer Is Representing: AVID Center Signer Is Representing: _____

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE THE SERVICE CONTRACT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND LEGACY PARTNERS INTERNATIONAL TO PURCHASE THE RENZULLI LEARNING SYSTEM USER LICENSES

BACKGROUND:

Renzulli Learning, is a web-based learning system that is integrated into the gifted differentiation component of the curriculum framework as a supplementary resource. This is a renewal of a contract for services that we have been using since 2006. Renzulli Learning assists in the development of students' personal and academic strengths in order to increase engagement and ultimately close achievement gaps. Accessible to all teachers, it enables them to maximize resources to take advantage of Renzulli Learning's web-based, cross curricular offerings. Teacher productivity is increased and their ability to use more resources with diverse student populations increases students' self-direction.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the Service Contract between Fort Worth Independent School District and Legacy Partners International to purchase the Renzulli Learning System User Licenses
2. Decline to Approve the Service Contract between Fort Worth Independent School District and Legacy Partners International to purchase the Renzulli Learning System User Licenses
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Service Contract between Fort Worth Independent School District and Legacy Partners International to purchase the Renzulli Learning System User Licenses

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-0WB-XXX-21-378-000000

COST:

\$142,492.00

VENDOR:

Legacy Partners International

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

All elementary and middle schools

RATIONALE:

For more than 40 years, Dr. Joseph Renzulli and Dr. Sally Reis of the University of Connecticut's Neag School of Education and the National Research Center for the Gifted and Talented have engaged in the research and development of enrichment teaching and learning theories and models. Based on this research, they have developed learning materials to promote high levels of achievement, motivation, creativity and student engagement. Their findings demonstrate that students achieve at higher levels when they pursue topics and activities of personal interest and that the enrichment can be provided to all students through the use of technology. Student achievement improves when enrichment opportunities, resources, and encouragement are provided and the general curriculum is differentiated for the individual student.

INFORMATION SOURCE:

Charles Carroll
Michael Calder

837 Whalley Avenue
 New Haven, CT 06515
 +1 203.680.8301

Quote Date: 7/26/2017
 Quote #: O6UJ9A00000Z
 Account: Fort Worth Isd
 Prepared For: Michael Calder
 Quote Year: Academic Year 2017-18

Product	Unit Price	Quantity	Total Price
Renzull Learning System User License	\$7.12	20,000	\$142,492.00
Total			\$142,492.00

Accepted By:

Signature:	Date:
Print Name:	Phone Number:

Infrastructure - The services are supported by commercially reasonable redundant infrastructure including

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
 - Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
 - Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
 - Hardware and software redundancy in support of virtualized and physical servers; and
 - Storage solutions that provide redundant back end data storage.
- Renzulli Learning maintains a disaster recovery site where Licensee's data is replicated on a regular basis.

Technical Change Management - Renzulli Learning maintains change management system to ensure review and controlled implementation of changes that Renzulli Learning may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Renzulli Learning infrastructure.

Security & Privacy - Renzulli Learning takes great care to protect non-public information provided to us by our customers. Renzulli Learning may have access to non-public information from multiple sources that include:

- Directly from use of one of Renzulli Learning hosted applications.
- Directly from a customer's designated service representative or indirectly via batch data transfers.
- In the course of transactional activities as information is updated or processed by a Renzulli Learning hosted application, or through data maintenance activities.
- Other sources as defined by one of our solutions.

Renzulli Learning has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:

Security Policies: We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.

Information Security Organization: Renzulli Learning management is committed to security and has established an organization responsible for the security of non-public information.

Asset Management: All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.

Human Resources Security Practices: In the US, Renzulli Learning conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave, a formal process is established to remove their physical and virtual access to the Renzulli Learning infrastructure.

Physical and Environmental Security: Renzulli Learning places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.

Communication and Operations Management: Renzulli Learning has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Renzulli Learning own policies and procedures regarding the protection of confidential information.

Fort Worth Independent School District Sole Source Affidavit



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

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

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

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

PLEASE COMPLETE THIS BOX

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

Stella Zavala - see attached letter

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

Company LPI Learning / Renzulli Learning (Legacy Partners International)

Address 15 Old Farm Road

City, State, Zip Code Woodbridge, CT 06525

Telephone No. 203-285-6767 Fax No. 203-200-7011

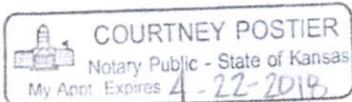
Email Address mdimayro@lpilearning.org

Authorized Signature [Signature]

Title V.P. Academic Affairs

SUBSCRIBED AND SWORN to before me on this 30 day of May, 2017

Notary Public, State of Kansas



(Seal)

Courtney Postier

Signature

Courtney Postier

Printed Name

April 22, 2018

Date Commission Expires

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

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE FWISD BOARD COMMITTEES FOR THE 2017-2018 SCHOOL YEAR

BACKGROUND:

School board committees can divide the labor of governing into manageable categories, enabling board members to delve into governing matters in greater detail than is possible at the full board level. As such, board members are better prepared for full board meetings. This ultimately improves the quality of board decision making. In-depth committee work builds governing expertise among board members, while also strengthening their sense of ownership and commitment. Board decisions that are supported by detailed standing committee work are firmer because of the ownership that is built at the committee level.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve FWISD Board Committees for the 2017-2018 school year.
2. Decline to Approve FWISD Board Committees for the 2017-2018 school year.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

FWISD Board decision.

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

FWISD Board of Trustees

RATIONALE:

From Board Policy BDB (LOCAL): “The Board, meeting in a study session, shall review matters pending before special or standing committees that pertain to the business and educational policies of the District. The Board President shall appoint members to special committees created by the Board to fulfill specific assignments, unless otherwise provided by Board action. These committees may include District personnel and citizens. The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. Special and standing committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or vote of the Board.”

Approving the FWISD Board Committees for the 2017-2018 school year will achieve the above board policy.

INFORMATION SOURCE:

Tobi Jackson, School Board President

FWISD Board Committees

	Anael Luebanos	Tobi Jackson	Christene Moss	Judy Needham	Ashley Paz	Jacinto Ramos	Norman Robbins	T.A. Sims	Ann Sutherland	Sum of Committee's Members
Audit	C *6.13.17 2 years			x *6.13.17 1 year	x Expires 9.2017		x *6.13.17 2 years			4
Athletics		x					x	C		3
Racial Equity			C		x	x	x			4
Facilities	x			x		C		x		4
Oil & Gas		C				x		x		3
Board Policy			x		C			x	x	4
Finance / Bond			x	CB		x			CF	4
Assignments per Board Member	2	2	3	3	3	4	3	4	2	

178

*Date of Official Board Appointment

C=Chair

CB=Chair of Bond

CF=Chair of Finance

x=Member of Committee

MBK is included in Racial Equity with the same members: Jacinto Ramos, Ashley Paz, and Christene Moss, who are all members of the Racial Equity Committee.

*Audit Committee must be voted upon by the FWISD Board of Trustees.

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE VACATION AND PLAT AT DE ZAVALA ELEMENTARY SCHOOL FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

A scheduled kitchen/cafeteria addition at De Zavala Elementary School will require the installation of new underground utilities as well as the expansion of the building's footprint. The Capital Improvement Program (CIP) requests approval from the Board Of Education (BOE) to authorize the Superintendent to execute the vacation agreement and to present the plat for Lot 1, Block 1, De Zavala Elementary School, City Of Fort Worth, Tarrant County, Texas.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Final Vacation and Plat at De Zavala Elementary School For The 2013 Capital Improvement Program
2. Decline to Approve Final Vacation and Plat at De Zavala Elementary School For The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Final Vacation and Plat at De Zavala Elementary School For The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

RATIONALE:

The expansion of the building footprint requires vacation of existing easements and a plat recorded with Tarrant County in order to satisfy county and City Of Fort Worth requirements and must be on file in order to get a Certificate Of Occupancy.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE BUDGET AMENDMENT TRANSFERRING FUNDS FROM COMPLETED SAFETY AND SECURITY PROJECTS TO PROGRAM CONTINGENCY AND A SAFETY AND SECURITY CONTINGENCY ACCOUNT FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 14, 2014, the Board of Education (BOE) approved the budget for the 2013 Capital Improvement Program. This budget included funds for Safety & Security improvements throughout the district. On May 23, 2017, the BOE approved the final procurement for this scope of work. Therefore, CIP is requesting to transfer the remaining balance to program contingency, campuses where construction costs surpassed allocated funds and an identified Safety and Security Contingency (SSC) as noted in the table below. The intent of the Safety and Security Contingency is to allow for unforeseen conditions in Safety and Security projects currently underway.

Description	Amounts	Encumbrances	Balance
Safety & Security Budget	\$12,120,000	\$0	\$12,120,000
Scope Of Work	\$12,120,000	(\$9,962,531.72)	\$2,158,468.28
Transfer to Program Contingency	\$2,158,468.28	(\$1,500,000)	\$658,468.28
Transfer to Campuses	\$658,468.28	(\$56,131.27)	\$602,337.01
Safety & Security Contingency	\$602,337.01	(\$602,337.01)	\$0

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment Transferring Funds From Completed Safety And Security Projects To Program Contingency and a Safety and Security Contingency for the 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment Transferring Funds From Completed Safety And Security Projects To Program Contingency and a Safety and Security Contingency for the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment Transferring Funds From Completed Safety And Security Projects To Program Contingency and a Safety and Security Contingency for the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-52-6396-B39-XXX-99-000-000000
681-81-6629-XXX-XXX-99-000-000000
681-81-6629-B47-999-99-000-000000
681-81-6629-SSC-999-99-000-000000

COST:

The adjustment of budget between school locations and program contingency will be made as indicated on the attached spreadsheet.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

RATIONALE:

The intent of this agenda item is to present to the Board Of Education the transfer of unused project funds to program contingency, campuses where construction costs surpassed allocated funds and an identified Safety and Security Contingency (SSC) account to allow for unforeseen conditions in Safety and Security projects currently underway.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**SUMMARY OF 2013 CAPITAL
IMPROVEMENT PROGRAM
BUDGET AMENDMENTS**



Org	Project	Revised 07/18/17	Safety & Security Balance	Revised 08/15/17	Transfer to Program Contingency	Revised 08/13/17	Adjustments	Revised 08/15/17
168	Springdale Elementary School	\$ 3,446,305	\$ (16,017)	\$ 3,430,289		\$ 3,430,289		\$ 3,430,289
169	Sunrise-McMillan Elementary School	\$ 2,445,499	\$ (14,006)	\$ 2,431,493		\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 6,893,248	\$ 15,987	\$ 6,909,235		\$ 6,909,235		\$ 6,909,235
172	W.J. Turner Elementary School	\$ 222,554	\$ (13,496)	\$ 209,058		\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 14,038,389	\$ (53,846)	\$ 13,985,142		\$ 13,985,142		\$ 13,985,142
176	Waverly Park Elementary School	\$ 290,716	\$ 7,266	\$ 297,982		\$ 297,982	\$ 705	\$ 298,687
177	Westcliff Elementary School	\$ 138,659	\$ (13,980)	\$ 124,679		\$ 124,679	\$ 3,916	\$ 128,595
178	Westcreek Elementary School	\$ 541,076	\$ (11,328)	\$ 529,748		\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,884,837	\$ (11,124)	\$ 4,873,713		\$ 4,873,713		\$ 4,873,713
184	Worth Heights Elementary School	\$ 169,088	\$ 7,187	\$ 176,275		\$ 176,275		\$ 176,275
186	Davis K. Sellars Elementary School	\$ 4,570,595	\$ (10,726)	\$ 4,559,869		\$ 4,559,869		\$ 4,559,869
187	J.T. Stevens Elementary School	\$ 278,669	\$ (6,531)	\$ 273,078		\$ 273,078		\$ 273,078
188	Alwood McDonald Elementary School	\$ 2,374,312	\$ (2,041)	\$ 2,372,271		\$ 2,372,271		\$ 2,372,271
190	Riverside Applied Learning Center	\$ 120,506	\$ (5,091)	\$ 115,415		\$ 115,415		\$ 115,415
194	Daggell Montessori	\$ 298,770	\$ 3,127	\$ 301,897		\$ 301,897		\$ 301,897
206	Bill Elliott Elementary School	\$ 144,064	\$ (14,827)	\$ 129,237		\$ 129,237		\$ 129,237
208	T. A. Sims Elementary School	\$ 146,395	\$ (5,918)	\$ 140,477		\$ 140,477		\$ 140,477
209	Edward J. Briscoe Elementary	\$ 105,976	\$ 42	\$ 106,018		\$ 106,018		\$ 106,018
216	Woodway Elementary School	\$ 1,551,686	\$ (8,503)	\$ 1,543,184		\$ 1,543,184		\$ 1,543,184
217	J.M. Terrell Elementary School	\$ 164,113	\$ (26,303)	\$ 137,810		\$ 137,810		\$ 137,810
219	Lowery Road Elementary School	\$ 5,899,261	\$ 2,217	\$ 6,001,478		\$ 6,001,478		\$ 6,001,478
220	Alice Contreras Elementary School	\$ 1,586,069	\$ (2,400)	\$ 1,583,669		\$ 1,583,669		\$ 1,583,669
221	Western Hills Primary	\$ 452,841	\$ (10,836)	\$ 442,005		\$ 442,005		\$ 442,005
222	L. Clifford Davis Elementary School	\$ 412,398	\$ (5,635)	\$ 406,763		\$ 406,763		\$ 406,763
223	Cesar Chavez Primary	\$ 135,845	\$ (3,849)	\$ 131,996		\$ 131,996		\$ 131,996
224	M. G. Ellis Primary	\$ 277,432	\$ (10,336)	\$ 267,096		\$ 267,096		\$ 267,096
225	Bonnie Brae Elementary School	\$ 134,034	\$ (9,548)	\$ 124,486		\$ 124,486		\$ 124,486
226	Seminary Hills Park Elementary School	\$ 187,466	\$ (6,084)	\$ 181,382		\$ 181,382		\$ 181,382
227	Dolores Huerta Elementary School	\$ 187,467	\$ (8,264)	\$ 179,203		\$ 179,203		\$ 179,203
241	Westpark Elementary School (New)	\$ 19,334,186	\$ 7,833	\$ 19,342,020		\$ 19,342,020		\$ 19,342,020
259	Van Zandt-Gulnn Elementary School	\$ 11,895,561	\$ (19,558)	\$ 11,876,003		\$ 11,876,003		\$ 11,876,003
350	Adult Education Center	\$ 16,043	\$ -	\$ 16,043		\$ 16,043		\$ 16,043
834	Wilkinson-Greines Athletic Fields	\$ 164,282	\$ -	\$ 164,282		\$ 164,282		\$ 164,282
835	Farrington Athletic Field	\$ 155,855	\$ -	\$ 155,855		\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,443,826	\$ -	\$ 1,443,826		\$ 1,443,826		\$ 1,443,826
BP 066	Final amounts per school to be finalized upon negotiations	\$ 4,440,430	\$ -	\$ 4,440,430		\$ 4,440,430		\$ 4,440,430
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537	\$ -	\$ 4,453,537		\$ 4,453,537		\$ 4,453,537
B44	Other Program Costs	\$ 300,000	\$ -	\$ 300,000		\$ 300,000		\$ 300,000
999	Indirect Cost Redistribution - Prop 1	\$ 22,378,730	\$ -	\$ 22,378,730		\$ 22,378,730		\$ 22,378,730
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256	\$ -	\$ 2,531,256		\$ 2,561,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ 1,000,000	\$ -	\$ 1,000,000		\$ 1,000,000		\$ 1,000,000
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000	\$ -	\$ 1,050,000		\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 1,285,917	\$ -	\$ 1,285,917	\$ 1,500,000	\$ 2,785,917		\$ 2,785,917
B47	Owner's Program Contingency - Prop 2	\$ 1,050,000	\$ -	\$ 1,050,000		\$ 1,050,000		\$ 1,050,000
0CP	Contingency from Scope Adjustments	\$ 472,000	\$ -	\$ 472,000		\$ 472,000		\$ 472,000
0FC	Funds Associated with Additions to be Built at Other Campuses	\$ -	\$ -	\$ -		\$ -		\$ -
0SA	Contingency Set Aside for Additional Indirect Costs	\$ -	\$ -	\$ -		\$ -		\$ -
ADA	ADA Compliance Contingency	\$ 11,259	\$ -	\$ 11,259		\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 1,336,597	\$ -	\$ 1,336,597		\$ 1,336,597		\$ 1,336,597
TEC	Contingency Transfer from Technology	\$ 1,500,286	\$ -	\$ 1,500,286	\$ -	\$ 1,500,286	\$ -	\$ 1,500,286
SSC	Safety & Security Contingency	\$ -	\$ 2,158,468	\$ 2,158,468	\$ (1,500,000)	\$ 658,468	\$ (66,131.27)	\$ 602,337
		\$ 359,869,165	\$ -	\$ 359,869,165		\$ 359,869,165		\$ 359,869,165
	Technology Assessment	\$ 99,990,835	\$ -	\$ 99,990,835		\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000	\$ -	\$ 30,000,000		\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 489,860,000	\$ -	\$ 489,860,000		\$ 489,860,000		\$ 489,860,000

**2013 Capital Improvement Program
Contingency Summary
As of 08/08/17**

As of 07/18/17	BOE 08/08/17 Proposed Items	As of 08/08/17
Proposition I Contingency Balance	Transfer to Program Contingency	Proposition I Contingency Balance
\$ 3,259,203	\$ 1,500,000	\$ 4,759,203 *

Potential Future Transfers to Contingency:

Potential funds transfer from substantially completed and/or deferred projects

John T. White Elementary School	\$ 15,000	
Rosemont Elementary School	\$ 9,800	
Meadowbrook Elementary	\$ 66,000	
	\$ 90,800	
Sub-Total	\$ 4,850,003	

Potential Future Use of Contingency on Pending Projects:

Kitchen Projects

Charles E. Nash ES (FS)	\$ (642,192)	**
Versia L. Williams ES (FS)	\$ (1,189,855)	**
Como Montessori School	\$ (220,040)	**
Morningside Middle School (FS)	\$ (1,203,298)	**
E.M. Daggett Elementary School (FS)	\$ (195,968)	**
	\$ (3,451,353)	
Sub-Total	\$ (3,451,353)	

Estimated Contingency Balance **Total** **\$1,398,650**

As of 07/18/17	BOE 08/08/17 Proposed Items	As of 08/08/17
Proposition II Contingency Balance	No items proposed this period	Proposition II Contingency Balance
\$ 2,100,000	\$ -	\$ 2,100,000 ***

Estimated Contingency Balance **Total** **\$2,100,000**

* Excludes FFE, ADA and Safety/Security Contingencies

** Project Costs are based on AE Cost Estimates

*** Applicable to VPA/STEM or related projects

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

**TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 017 (RFP 15-036)
IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

On December 13, 2016 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager At-Risk (CMAR) for the 2013 Capital Improvement Program CMAR Package #003 (RFP 15-036) Bid Package 017 Phase III. Negotiations with Bartlett Cocke General Contractors, LLC were completed and a contract was issued and executed between the District and Bartlett Cocke General Contractors, LLC for \$2,469,356. Additional costs at TEA 171 Tanglewood Elementary School have been estimated at a not-to-exceed amount of \$30,000. This includes the removal and relocation of existing kitchen equipment. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$30,000 to execute a change order for the item noted above. This change order can be funded from within the project budget and therefore does not require the use of program contingency.

Bid Package	Current Construction Contract	Amount Requested	Revised Construction Contract
017 Phase III	\$2,469,356	\$30,000	\$2,499,356

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase for Bid Package 017 (RFP 15-036) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 017 (RFP 15-036) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Increase for Bid Package 017 (RFP 15-036) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-171-99-000-000000 - \$ 30,000

COST:

Not to Exceed \$30,000

VENDOR:

Bartlett Cocke General Contractors, 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 budget increase is needed to fund a change order in a not-to-exceed amount of \$30,000 which cannot be covered with the available funds within the General Contractor's Agreement. This change order will be funded from within the campus budgets and therefore does not require the use of Program Contingency.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

**TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 018 (RFP 15-036)
IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

On October 25, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager At-Risk (CMAR) for the 2013 Capital Improvement Program CMAR Package #005 (RFP 15-036) Bid Package 018. Negotiations with Bartlett Cocke General Contractors, LLC were completed and a contract was issued and executed between the District and Bartlett Cocke General Contractors, LLC for \$7,840,105. Additional costs at TEA 003 South Hills High School and TEA 043 Wedgwood 6th Grade are estimated at a not-to-exceed amount of \$235,000 - \$205,000 at South Hills HS and \$30,000 at Wedgwood. At South Hills High School, additional costs include the rental of a portable building and retrofit required to accommodate a cafeteria serving line. At Wedgwood 6th Grade School, additional costs are needed for a temporary parking lot. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$235,000 to execute change orders for the items noted above. These change orders can be funded from within the project budgets and therefore do not require the use of program contingency.

Bid Package	Current Construction Contract	Amount Requested	Revised Construction Contract
018	\$7,840,105	\$235,000	\$8,075,105

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase for Bid Package 018 (RFP 15-036) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 018 (RFP 15-036) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Increase for Bid Package 018 (RFP 15-036) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP	681-81-6629-B39-003-99-000-000000 - \$ 205,000
	681-81-6629-B39-043-99-000-000000 - \$ 30,000

COST:

\$235,000

VENDOR:

Bartlett Cocke General Contractors, 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 budget increase is needed to fund change orders in a not-to-exceed amount of \$235,000 which cannot be covered with the available funds within the General Contractor's Agreement. These change orders will be funded from within the campus budgets and therefore do not require the use of Program Contingency.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 027 (RFCSP 17-002) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On October 25, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 027 (RFCSP 17-002). Negotiations with Sedalco Construction Services were completed and a contract was issued and executed between the District and Sedalco Construction Services for \$5,211,600. Additional costs at TEA 004 Diamond Hill-Jarvis High School and TEA 044 J.P. Elder Middle School have been estimated at a not-to-exceed amount of \$150,000 - \$75,000 at Diamond Hill-Jarvis HS and \$75,000 at J.P. Elder MS. For kitchen and proximity areas at both schools, additional costs include removal of existing concrete, cleaning of all applicable structural steel members to identify strength integrity issues, replacement and/or reinforcement of the structure and installation of concrete, as well as additional structural remediation on roof and other structural members. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$150,000 to execute change orders for the items noted above. These change orders can be funded from within the project budgets and therefore do not require the use of program contingency.

Bid Package	Current Construction Contract	Amount Requested	Revised Construction Contract
027	\$5,211,600	\$150,000	\$5,361,600

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase for Bid Package 017 (RFCSP 17-002) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 017 (RFCSP 17-002) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Increase for Bid Package 017 (RFCSP 17-002) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP	681-81-6629-B39-004-99-000-000000 - \$ 75,000
	681-81-6629-B39-044-99-000-000000 - \$ 75,000

COST:

Not to Exceed \$150,000

VENDOR:

Sedalco Construction Services

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

RATIONALE:

A budget increase is needed to fund change orders in a not-to-exceed amount of \$150,000 which cannot be covered with the available funds within the General Contractor's Agreement. These change orders will be funded from within the campus budgets and therefore do not require the use of Program Contingency.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**ACTION AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE LONE STAR GOVERNANCE QUARTER TWO SELF EVALUATION

BACKGROUND:

The intention of Lone Star Governance is to provide a continuous improvement model for governing teams (School Boards in collaboration with their Superintendents) that choose to intensively focus on one primary objective, improving student outcomes. In addition, Lone Star Governance provides a system for governing legal and fiscal responsibilities of the Board.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Lone Star Governance Quarter Two Self Evaluation.
2. Decline to Approve Lone Star Governance Quarter Two Self Evaluation.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve Lone Star Governance Quarter Two Self Evaluation.

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Fort Worth ISD schools, departments, and communities.

RATIONALE:

Approval of the Quarter Two Self Evaluation will ensure Fort Worth ISD is in compliance with the Lone Star Governance Texas Framework.

INFORMATION SOURCE:

Dr. Kent Paredes Scribner
FWISD Board of Trustees
Sammy Monge

**ACTION AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: ORDINANCE ADOPTING THE 2017-2018 TAX RATES

BACKGROUND:

The Board adopted the District's 2017-2018 budgets at the June 27, 2017, Board meeting. The proposed budgets were developed with a proposed Tax Rate of \$1.04 for Maintenance and Operations and \$.3120 for Interest and Sinking for a Total Tax Rate of \$1.3520. The District is recommending that the Board adopt a Maintenance and Operations Tax Rate of \$1.06 and an Interest and Sinking Tax Rate of \$.2920 for a Total Tax Rate of \$1.3520. The recommended Maintenance and Operations Tax Rate of \$1.06 exceeds the Maintenance and Operations Rollback Tax Rate of \$1.04 and will require a Tax Ratification Election. If the Tax Ratification Election is successful, the General Operating Fund and the Debt Service Fund budgets will be amended. The Notice of Public Meeting on the proposed tax rates was advertised as required by law for the August 15, 2017, Board meeting.

Section 26.05(a) of the Tax Code requires that the governing body adopt an ordinance setting tax rates to fund adopted budgets. Section 26.05(b) states "A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget."

ALTERNATIVES:

1. Adopt an Ordinance setting the 2017-2018 Tax Rates of \$1.06 for Maintenance and Operations and \$.2920 for Interest and Sinking.
2. Decline to adopt an Ordinance setting the 2017-2018 Tax Rates of \$1.06 for Maintenance and Operations and \$.2920 for Interest and Sinking.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Adopt an Ordinance setting the 2017-2018 Tax Rates of \$1.06 for Maintenance and Operations and \$.2920 for Interest and Sinking.

COST:

Not applicable.

RATIONALE:

The Tax Code requires the District to adopt tax rates for the current tax year and to notify the assessor of the adopted rates no later than September 30th annually. The adoption of tax rates is also required to generate revenue that will fund the 2017-2018 adopted budgets.

INFORMATION SOURCES:

Elsie Schiro
Lori Boswell

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AUGUST 15, 2017

ORDINANCE ADOPTING 2017-2018 TAX RATES

WHEREAS, The Board adopted the 2017-2018 budgets at the June 27, 2017, Board meeting. The proposed budgets were developed with a proposed tax rate of \$1.04 for Maintenance and Operations and \$.3120 for Interest and Sinking for a total tax rate of \$1.3520. The District is recommending that the Board adopt a Maintenance and Operations Tax Rate of \$1.06 and an Interest and Sinking Tax Rate of \$.2920 for a Total Tax Rate of \$1.352. The Notice of Public Meeting on the proposed budgets and tax rates was advertised as required by law for the August 15, 2017, Board meeting.

WHEREAS, Section 26.05(a) of the Tax Code requires the governing body to adopt an ordinance setting tax rates to fund the adopted budgets. Section 26.05(b) states “A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget.”

WHEREAS, The Maintenance and Operations Tax Rate of \$1.06 exceeds the Maintenance and Operations Rollback Rate of \$1.04 and will require voter approval through a Tax Ratification Election. Following the approval of this Ordinance, the Board will consider a separate “Order Calling a Tax Ratification Election.”

AND WHEREAS, upon Motion duly made by _____ and seconded by _____ to approve an ad valorem Maintenance and Operations Tax Rate of One Dollar and Six Cents (\$1.0600) per \$100.00 valuation of property and an ad valorem Interest and Sinking Tax Rate of Zero Dollars and Twenty-Nine and Two Hundredths Cents (\$0.2920) per \$100.00 valuation of property, with a vote of _____ votes “FOR” and _____ votes “AGAINST,” representing a majority of votes “FOR” the Motion.

BE IT, THEREFORE, ORDERED by the Board of Education of the Fort Worth Independent School District on this 15th day of August, 2017, that there be and is hereby levied for the year 2017 on all real property situated, and all property owned within the limits of Fort Worth Independent School District, except so much thereof as may be exempted by the Constitution and laws of this State or United States, the following tax rates:

\$1.0600 – Maintenance and Operations
.2920 – Interest and Sinking
\$1.3520 – Total Tax Rate

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE

BE IT FURTHER ORDERED that the President of the Board of Education be, and he is hereby, authorized and directed in accordance with the terms of the Act of the Legislature creating the Fort Worth Independent School District, to certify the above and foregoing tax rates to the Assessor and Collector of Taxes for the County of Tarrant.

The voting being recorded as outlined above, the Ordinance is hereby adopted and approved this 15th day of August 2017.

Tobi Jackson
President, Board of Education
Fort Worth Independent School District

ATTEST:

Anael Luebanos
Secretary, Board of Education
Fort Worth Independent School District

THE STATE OF TEXAS

COUNTY OF TARRANT

I, Faye Daniels, Executive Secretary to the Board of Education of the Fort Worth Independent School District, do hereby certify that the above and foregoing is a true and correct copy of the Ordinance levying taxes for the 2017 year.

I further certify that said Ordinance was duly passed, adopted and approved by the Board of Education of the Fort Worth Independent School District at a legally called meeting on August 15, 2017, and that said Ordinance is now of record in the Minutes of said Board of Education.

WITNESS my hand and seal of Fort Worth Independent School District this 15th day of August 2017.

Faye Daniels
Executive Secretary to the Board of Education
Fort Worth Independent School District

MEMORANDUM

Lori Boswell, Senior Officer
Fort Worth Independent School District
100 N. University, Suite NE140C
Fort Worth, Texas 76106



Date: August 15, 2017

To: Mr. Ron Wright
Assessor and Collector of Taxes
County of Tarrant

From: Lori Boswell, Senior Officer

Dear Mr. Wright:

This is to certify that the instrument hereto attached is a true copy of the Ordinance duly passed, adopted and approved by the Board of Education of the Fort Worth Independent School District at a legally called meeting of such Board held on the 15th day of August, 2017. Said Board of Education has levied taxes for 2017 as expressed in said Ordinance, as follows: Maintenance and Operations Tax Rate of One Dollar and Six Cents (\$1.0600) per \$100.00 valuation of property and an ad valorem Interest and Sinking Tax Rate of Zero Dollars and Twenty-Nine and Two Hundredths Cents (\$0.2920) per \$100 valuation of property for a Total Tax Rate of \$1.352 per \$100.00 valuation of property.

In accordance with Section 26.05 of the Tax Code, this letter serves as notification to you, as the Assessor, of the rates adopted for 2017 for Fort Worth Independent School District.

APPROVED:

Tobi Jackson.
President, Board of Education
Fort Worth Independent School District

Enclosure

**ACTION AGENDA ITEM
BOARD MEETING
August 15, 2017**

TOPIC: APPROVE ORDER CALLING A TAX RATIFICATION ELECTION

BACKGROUND:

The Board of Education of Fort Worth Independent School District deems it advisable to call an election to ratify District taxes pursuant to Section 26.08 of the Property Tax Code. The Tax Ratification Election will be held on November 7, 2017. The attached Order Calling Tax Ratification Election is hereby set forth as if outlined herein verbatim, and is hereby requested to be approved and enacted.

ALTERNATIVES:

1. Approve Order Calling a Tax Ratification Election;
2. Decline to Approve Order Calling a Tax Ratification Election
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve Order Calling a Tax Ratification Election

COST:

Cost of Election to be Determined.

RATIONALE:

Approving the Order Calling for a Tax Ratification Election is authorized by Section 26.08 of the Property Tax Code and will generate additional revenue to the Maintenance and Operations Budget over the coming years.

INFORMATION SOURCES:

Elsie Schiro
Lori Boswell

ORDER CALLING A TAX RATIFICATION ELECTION

**THE STATE OF TEXAS
TARRANT COUNTY
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Board of Education of the Fort Worth Independent School District (the "District") deems it advisable to call an election to ratify District taxes pursuant to Section 26.08 of the Property Tax Code, as hereinafter ordered; and

WHEREAS, the District is contracting with Tarrant County, Texas (the "County") for the administration of the Election pursuant to an interlocal agreement with the County (the "Election Contract"); and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place, and purpose of the meeting was given, all as required by the Texas Government Code, Chapter 551.

THEREFORE, BE IT ORDERED BY THE BOARD OF EDUCATION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT:

Section 1. *Recitals.* The statements contained in the preamble of this Order are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. *Proposition.* That a tax ratification election ("Election") be held in the District on November 7, 2017 ("Election Day"). At the Election the following PROPOSITION shall be submitted in accordance with law, and the official ballots for the Election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the PROPOSITION, which shall be expressed as follows:

FORT WORTH INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION

FORT WORTH INDEPENDENT SCHOOL DISTRICT PROPOSITION A

FOR	_____)	Approving the ad valorem tax rate of \$1.3520 per \$100
)	valuation in Fort Worth Independent School District for the
)	current year, a rate that is \$0.02 higher per \$100 valuation than
AGAINST	_____)	the school district rollback tax rate, for the purpose of
)	maintenance and operations.

Section 3. *Election Ordered; Polling Places.* The Election shall be held in the District between the hours of 7:00 a.m. and 7:00 p.m. on November 7, 2017. Election Day and early voting shall be administered by the County, as provided by Chapter 271 of the Texas Election Code (the "Code") and the Election Contract. Voting for the Election on Election Day shall occur during the hours and at the designated polling places as set forth in Exhibit "A" attached hereto, which exhibit is hereby made a part hereof for all intents and purposes. Exhibit "A" shall be modified to include additional or different Election Day polling places required to conform to the Election Contract and the Code.

Section 4. *Early Voting.* Early voting by personal appearance shall begin on October 23, 2017 and conclude on November 3, 2017, and will be conducted at the early voting locations on the dates and at the times, and to be conducted by the judge and clerk, all as specified in Exhibit "A" attached hereto. The early voting polling places shall remain open during such hours for early voting by personal appearance for any registered voter of the District at such voting place. Exhibit "A" shall be modified to include additional or different early voting polling places, dates and times required to conform to the Election Contract and the Code.

Section 5. *Voting by Mail.* District residents of the County must submit applications for voting by mail no later than the close of business on October 27, 2017. Applications for voting by mail shall be e-mailed including a completed, signed with the voter's original signature and scanned application to votebymail@tarrantcounty.com, faxed to (817) 831-6118, or mailed to:

Early Voting Clerk
PO Box 961011
Fort Worth, Texas 76161

If application to vote by mail is made by personal delivery, the application must be delivered by the close of business on October 27, 2017 to Tarrant County Elections, 2700 Premier Street, Fort Worth, Texas 76111.

Section 6. *Early Ballot Board.* An early ballot board is hereby created to process early voting results, and the individual designated by the County is hereby appointed the presiding judge of said board. The presiding judge shall appoint at least two other members of the board.

Section 7. *Qualified Voters.* All resident, qualified electors of the District shall be entitled to vote at the Election.

IT IS SO RESOLVED.

APPROVED AND ENACTED by the Board of Education of the Fort Worth Independent School District, Fort Worth, Texas, on the ____ day of August, 2017.

Tobi Jackson, President
Board of Education
Fort Worth Independent School District

ATTEST:

Anael Luebanos, Secretary
Board of Education
Fort Worth Independent School District

EXHIBIT A
POLLING LOCATIONS AND HOURS

Election Day Voting

Election Day is November 7, 2017
Election Day Polls are open from 7:00 A.M. and 7:00 P.M.

Polling Place	Address	City	Precinct(s)
Tarrant County Plaza Building	201 Burnett Street	Fort Worth	1001, 1376, 4458, 4494
Van Zandt-Guinn Elementary School	501 Missouri Avenue	Fort Worth	1005, 1444, 1677, 4006
Versia L. Williams Elementary School	901 Baurline Street	Fort Worth	1008, 1544, 1550
Redeemer Lutheran Church	4513 Williams Road	Fort Worth	1009
Community Christian Church Education Building	1720 Vickery Boulevard East	Fort Worth	1010
Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	1012
Harlean Beal Elementary School	5615 Forest Hill Drive	Fort Worth	1013
Edge Park United Methodist Church	5616 Crowley Road	Fort Worth	1014, 1237, 1594
Texas Academy of Biomedical Sciences	3813 Valentine Street	Fort Worth	1015, 1684
Andrew "Doc" Session Community Center	201 South Sylvania Avenue	Fort Worth	1019, 1476
City of Benbrook Municipal Complex	911 Winscott Road	Benbrook	1021
St. Matthew's Lutheran Church	5709 Wedgwood Drive	Fort Worth	1022
Jefferson Davis 9th Grade Center	615 Townley Drive	Everman	1025, 1244, 1439, 1578, 1621
I. M. Terrell Elementary School	1411 I. M. Terrell Circle	Fort Worth	1056
Antioch Missionary Baptist Church	1063 East Rosedale Street	Fort Worth	1059
Greenway Church	1816 Delga Street	Fort Worth	1061
E. M. Daggett Elementary School	958 Page Avenue	Fort Worth	1062, 1455, 1457, 1608, 1611, 4077, 4096
Christ Cathedral Church	3201 Purington Avenue	Fort Worth	1066, 1236, 1479, 1617, 1672
D. McRae Elementary School	3316 Avenue N	Fort Worth	1074
Sycamore Recreation Center	2525 East Rosedale Street	Fort Worth	1075, 1011
Lily B. Clayton Elementary School	2000 Park Place Avenue	Fort Worth	1076
Pilgrim Rest Missionary Baptist Church	960 East Baltimore Avenue	Fort Worth	1079, 1090
Greater Harvest Church of God in Christ	2900 Mitchell Boulevard	Fort Worth	1080
St. Stephen Presbyterian Church	2700 McPherson Avenue	Fort Worth	1081, 1095
Riverside Community Center	3700 East Belknap Street	Fort Worth	1082, 1198
Beth Eden Missionary Baptist Church	3208 Wilbarger Street	Fort Worth	1083

Rosemont Middle School	1501 West Seminary Drive	Fort Worth	1085
Sagamore Hill Elementary School	701 South Hughes Avenue	Fort Worth	1088, 1415
Morningside Elementary School	2601 Evans Avenue	Fort Worth	1089, 1078, 1619
Lena Pope Home	3200 Sanguinet Street	Fort Worth	1094, 1472, 1674
S. S. Dillow Elementary School	4000 Avenue N	Fort Worth	1098
First Baptist Church of Crowley	400 Eagle Drive South	Crowley	1103, 1348
Bradley Center	2601 Timberline Drive	Fort Worth	1104
Grace Temple Seventh-day Adventist Church	4200 East Berry Street	Fort Worth	1106
R. L. Paschal High School	3001 Forest Park Boulevard	Fort Worth	1108, 1298, 1408, 1434, 1633
Fort Worth Harvest Baptist Church	620 North Chandler Drive	Fort Worth	1109, 1416, 1473
HighRidge Church	10100 Rolling Hills Drive	Fort Worth	1111
McLean 6th Grade School	3201 South Hills Avenue	Fort Worth	1117, 4498
Westminster Presbyterian Church	7001 Trail Lake Drive	Fort Worth	1119
JPS Health Center Viola M. Pitts/Como	4701 Bryant Irvin Road North	Fort Worth	1120, 1676
First Jefferson Unitarian Universalist Church	1959 Sandy Lane	Fort Worth	1126
Martin Luther King Community Center	5565 Truman Drive	Fort Worth	1127
Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth	1132
St. Christopher's Episcopal Church	3550 Southwest Loop 820	Fort Worth	1133, 1445
Bruce Shulkey Elementary School	5533 Whitman Avenue	Fort Worth	1142
Eastern Hills High School	5701 Shelton Street	Fort Worth	1146, 1099, 1407, 1414, 1491
W. M. Green Elementary School	4612 David Strickland Road	Fort Worth	1149, 1184, 2600, 2601
New Hope Fellowship	6410 South Freeway	Fort Worth	1150, 1543, 1549, 1559
Forest Hill Civic & Convention Center	6901 Wichita Street	Forest Hill	1153, 1301
Carter Park Elementary School	1204 East Broadus Avenue	Fort Worth	1154, 1555, 1576, 1597, 1652, 4495
Victory Temple Worship Center	2001 Oakland Boulevard	Fort Worth	1170
St. Francis Village	4125 St. Francis Village Road	Crowley	1186
Paul Laurence Dunbar High School	5700 Ramey Avenue	Fort Worth	1188
Edgecliff Village Community Center	1605 Edgecliff Road	Edgecliff Village	1189
River Trails Elementary School	8850 Elbe Trail	Fort Worth	1197, 1064
Benbrook Fire Station	528 Mercedes Street	Benbrook	1206
Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	1207
Restoration Family Church	10201 Jerry Dunn Parkway	Benbrook	1208, 4480
Sunrise-McMillian Elementary School	3409 Stalcup Road	Fort Worth	1211

Pantego Bible Church	8001 Anderson Boulevard	Fort Worth	1227, 1437, 1490
Trinity Cumberland Presbyterian Church	7120 West Cleburne Road	Fort Worth	1238
Grace Lutheran Church	7900 McCart Avenue	Fort Worth	1255
Fort Worth Education Association	6021 Westcreek Drive	Fort Worth	1257, 1004, 1167
Southwest Community Center	6300 Welch Avenue	Fort Worth	1264, 1105
Genesis United Methodist Church	7635 South Hulen Street	Fort Worth	1265
Handley United Methodist Church	2929 Forest Avenue	Fort Worth	1270, 2419
El Buen Pastor Baptist Church	4800 Merida Avenue	Fort Worth	1273, 1165
East Fort Worth Montessori Academy	501 Oakland Boulevard	Fort Worth	1277, 1151, 1199, 1622, 4632
New Life Baptist Deaf Fellowship	6917 Brentwood Stair Road	Fort Worth	1278
Atwood McDonald Elementary School	1850 Barron Lane	Fort Worth	1279
Highland Hills Community Center	1600 Glasgow Road	Fort Worth	1291
Forest Hill United Methodist Church	6401 Hartman Road	Forest Hill	1293
Crowley Community Center	900 East Glendale Street	Crowley	1294, 1501
Everman City Hall Annex	213 North Race Street	Everman	1295, 1084, 1577
St. Peter's Antiochian Orthodox Church	7601 Bellaire Drive South	Fort Worth	1296, 1423
A. M. Pate Elementary School	3800 Anglin Drive	Fort Worth	1297
St. Luke Cumberland Presbyterian Church	1404 Sycamore School Road	Fort Worth	1300
St. Matthew United Methodist Church	2414 Hitson Lane	Fort Worth	1311
Trinity Chapel	6610 Southwest Boulevard	Benbrook	1339
Brighter Outlook Center	4910 Dunbar Street	Fort Worth	1346
Mary Harris Intermediate School	8400 West Cleburne Road	Fort Worth	1347
Fort Worth Presbyterian Church	6251 Oakmont Trail	Fort Worth	1377, 1071
Parkway Elementary School	1320 West Everman Parkway	Fort Worth	1378
Southwood Baptist Church	2633 Altamesa Boulevard	Fort Worth	1440, 1292
Christ United Methodist Church	3301 Sycamore School Road	Fort Worth	1459
East Regional Library	6301 Bridge Street	Fort Worth	1460, 1679
Glen Park Elementary School	3601 Pecos Street	Fort Worth	1477, 1482
Bill J. Elliott Elementary School	2501 Cooks Lane	Fort Worth	1489, 1518, 1651
Hallmark Baptist Church	4201 West Risinger Drive	Fort Worth	1639
North Crowley High School	9100 South Hulen Street	Fort Worth	1641, 1424
Berta May Pope Elementary School	901 Chestnut Drive	Arlington	2003, 1605, 2303, 2606
Arlington First Church of the Nazarene	1301 West Green Oaks Boulevard	Arlington	2220, 1514
Shackelford Junior High School	2000 North Fielder Road	Arlington	2228, 1420, 1607

Center of Community Service Junior League of Arlington	4002 West Pioneer Parkway	Arlington	2310
Ruth Ditto Elementary School	3001 Quail Lane	Arlington	2319, 2464
Kennedale Community Center	316 West 3rd Street	Kennedale	2474, 1427, 1515, 2029
St. Vincent de Paul Catholic Parish	5819 West Pleasant Ridge Road	Arlington	2556, 1610, 2173, 2609
South Hi Mount Elementary School	4101 Birchman Avenue	Fort Worth	4016, 4350
West Freeway Church of Christ	8000 Western Hills Boulevard	White Settlement	4020
M. G. Ellis Early Childhood School	215 Northeast 14th Street	Fort Worth	4048, 4051
Harvest United Methodist Church	2804 Prospect Avenue	Fort Worth	4050
Trinity Terrace	1600 Texas Street	Fort Worth	4057, 4492, 4493, 4634
De Zavala Elementary School	1419 College Avenue	Fort Worth	4060
All Saints Catholic Church Parish Hall	200 Northwest 20th Street	Fort Worth	4067
Rosen Heights Baptist Church Family Life Center	2519 Prairie Avenue	Fort Worth	4068, 4685
Lost Creek Golf Course	4101 Lost Creek Boulevard	Aledo	4069
Southwest YMCA	4750 Barwick Drive	Fort Worth	4070, 1241
Connell Baptist Church	4736 Bryce Avenue	Fort Worth	4086
Northside Family Resource Center	2011 Prospect Avenue	Fort Worth	4087, 4092
Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	4091
Diamond Hill Community Center	1701 Northeast 36th Street	Fort Worth	4093
George C. Clarke Elementary School	3300 South Henderson Street	Fort Worth	4097, 4312, 4475, 4478
Knights of Columbus	3809 Yucca Avenue	Fort Worth	4101
Moose Lodge 1889 Haltom City	5001 Bernice Street	Haltom City	4102, 1430, 1623, 1625, 4483, 4485
Worth Heights Community Center	3551 New York Avenue	Fort Worth	4107, 1412
Northside Community Center	1100 Northwest 18th Street	Fort Worth	4110, 4563
Westover Hills Town Hall	5824 Merrymount Road	Westover Hills	4115
North Hi Mount Elementary School	3801 West 7th Street	Fort Worth	4116, 4496
Azle Avenue Baptist Church	2901 Azle Avenue	Fort Worth	4122, 4017, 4073, 4397, 4565, 4568, 4688, 4689
Decatur Avenue Baptist Church	3715 Decatur Avenue	Fort Worth	4123
Calvary Cathedral	1701 Oakhurst Scenic Drive	Fort Worth	4124, 4573
Trinity Baptist Church	620 Churchill Road	Fort Worth	4125, 4512, 4592, 4687
Splash Dayz	8905 Clifford Street	White Settlement	4128
Congregation Ahavath Sholom	4050 South Hulen Street	Fort Worth	4130
Western Hills Church of Christ	8800 Chapin Road	Fort Worth	4135, 1337
Agape Baptist Church	3900 Southwest Boulevard	Fort Worth	4136, 4129, 4630

Jo Kelly School	201 North Bailey Avenue	Fort Worth	4137
Sansom Park City Hall	5705 Azle Avenue	Sansom Park	4138, 4285, 4400, 4487, 4593, 4595, 4686, 4690, 4691, 4692, 4693
Westworth Village City Hall	311 Burton Hill Road	Westworth Village	4144, 4252
Grace Fellowship Baptist Church	3801 McCart Avenue	Fort Worth	4155
Riverside Applied Learning Center	3600 Fossil Drive	Fort Worth	4162, 4245, 4596, 4682
Southcliff Baptist Church	4100 Southwest Loop 820	Fort Worth	4163
Brookdale Ridgmar	2151 Green Oaks Road	Fort Worth	4178
R. D. Evans Community Center	3242 Lackland Road	Fort Worth	4179
Tanglewood Elementary School	3060 Overton Park Drive West	Fort Worth	4182
Richard J. Wilson Elementary School	900 West Fogg Street	Fort Worth	4195
Worth Heights Elementary School	519 East Butler Street	Fort Worth	4201
Country Inn & Suites	2730 South Cherry Lane	Fort Worth	4203
Bethel United Methodist Church	5000 Southwest Boulevard	Fort Worth	4230
Diamond Hill/Jarvis Branch Library	1300 Northeast 35th Street	Fort Worth	4231
Southside Church of Christ	2101 Hemphill Street	Fort Worth	4233, 4370, 4432
Lake Patrol Headquarters	7501 Surfside Drive	Fort Worth	4242, 4373
Faith, Hope and Love Ministries	6154 Meandering Road	Fort Worth	4243, 4113
American Paint Horse Association Office	2800 Meacham Boulevard	Fort Worth	4250, 4604
Towne Place Suites Fort Worth Downtown	805 East Belknap Street	Fort Worth	4253, 1678, 4572, 4615, 4640, 4683
Hubbard Heights Elementary School	1333 West Spurgeon Street	Fort Worth	4256, 1351, 1481, 1628
Grace Baptist Church	1501 Jim Wright Freeway	Fort Worth	4272
Faith Lutheran Church	4551 Southwest Boulevard	Fort Worth	4342
Arborlawn United Methodist Church Annex Building	4917 Briarhaven Road	Fort Worth	4343, 1366
Arlington Heights Christian Church	4629 Bryce Avenue	Fort Worth	4344
Lighthouse Fellowship	7200 Robertson Road	Fort Worth	4375
Harvest Fort Worth United Methodist Church	6036 Locke Avenue	Fort Worth	4456, 4118
Birchman Baptist Church	2700 Dale Lane	Fort Worth	4497
Springdale Baptist Church	3016 Selma Street	Fort Worth	4503
Northwest Baptist Church	5500 Boat Club Road	Fort Worth	4551, 4053
Macedonia Missionary Baptist Church	2712 South Freeway	Fort Worth	4587, 4288

Early Voting Locations and Hours

Early voting will be held at the locations below on the following dates and hours:

October 23 – 27	Monday - Friday	8:00 A.M. - 5:00 P.M.
October 28	Saturday	7:00 A.M. - 7:00 P.M.
October 29	Sunday	11:00 A.M. - 4:00 P.M.
October 30 – 31	Monday - Tuesday	7:00 A.M. - 7:00 P.M.
November 1 – 3	Wednesday - Friday	7:00 A.M. - 7:00 P.M.

Polling Place	Address	City	Zip Code
Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
Center for Community Service Junior League of Arlington	4002 West Pioneer Parkway	Arlington	76013
South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
Tarrant County College Southeast Campus EMB – C Portable Building	2100 Southeast Parkway	Arlington	76018
B J Clark Annex Room 4	603 Southeast Parkway	Azle	76020
Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
Colleyville City Hall	100 Main Street	Colleyville	76034
Crowley Recreation Center	405 S Oak Street	Crowley	76036
Eules Public Library	201 North Ector Drive	Eules	76039
Forest Hill Civic and Convention Center	6901 Wichita Street	Forest Hill	76140
All Saints Catholic Church Parish Hall	200 N.W. 20 th Street	Fort Worth	76164
Diamond Hill/Jarvis Library	1300 Northeast 35 th Street	Fort Worth	76106
Griffin Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
JPS Health Center Viola M. Pitts/Como Lower Level – Suite 100	4701 Bryant Irvin Road N.	Fort Worth	76107
Longhorn Activity Center	5350 Basswood Boulevard	Fort Worth	76137
Rosemont Middle School	1501 West Seminary Drive	Fort Worth	76115
Southside Community Center	959 East Rosedale Street	Fort Worth	76104
Southwest Community Center	6300 Welch Avenue	Fort Worth	76133
Tarrant County Elections Center Main Early Voting Site	2700 Premier Street	Fort Worth	76111
Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102

Villages of Woodland Springs Amenity Bldg.	12209 Timberland Boulevard	Fort Worth	76244
Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
Asia Times Square	2615 W. Pioneer Parkway (Corner Pioneer Pkwy and Great Southwest Pkwy)	Grand Prairie	75051
Lake Park Operations Center	5610 Lake Ridge Parkway	Grand Prairie	75052
The REC of Grapevine	1175 Municipal Way	Grapevine	76051
Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
Hurst Recreation Center	700 Mary Drive	Hurst	76053
Northeast Courthouse	645 Grapevine Highway	Hurst	76054
Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
Kennedale Community Center	316 West 3rd Street	Kennedale	76060
Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
Mansfield Sub-Courthouse	1100 East Broad Street	Mansfield	76063
Dan Echols Center	6801 Glenview Drive	N Richland Hills	76180
Richland Hills Public Library	6724 Rena Drive	Richland Hills	76118
Eagle Mountain-Saginaw ISD Administration <i>Building 6 – Training Room</i>	1200 Old Decatur Road	Saginaw	76179
Southlake Town Hall	1400 Main Street	Southlake	76092
White Settlement Public Library	8215 White Settlement Road	White Settlement	76108