

Fort Worth ISD Special Board Meeting
Tuesday, May 5, 2026 at 5:00 PM

Official Agenda and Meeting Notice

Notice is hereby given that on Tuesday, May 5, 2026, the Board of Education of the Fort Worth Independent School District will hold a Special Meeting - May 05 2026 beginning at 5:00 PM at the [Fort Worth Independent School District Service Center 7060 Camp Bowie Boulevard](#). This meeting will be streamed and archived on the [Fort Worth ISD Live YouTube channel](#), and on the [FWISD Video on Demand site](#). 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 notice.

Members of the public may make a public comment in-person or by written statement. The guidelines for public comment are posted on the [Board of Education webpage](#).

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1. 5:00 PM - CALL SPECIAL MEETING TO ORDER - BOARD ROOM

2. EXECUTIVE SESSION

The Board will convene in closed session as authorized by the Texas Government Code Chapter \$551.071 (Legal), \$551.072 (Real Property), and \$551.074 (Personnel).

- A. Discussion regarding the purchase, exchange, lease, or value of Real Property - Farrington Field
- B. Discussion with legal counsel regarding the renewal and awarding of probationary and term Chapter 21 contracts
- C. Discussion with legal counsel regarding proposed non-renewal of certain Chapter 21 term contract employees
- D. Discussion with legal counsel regarding termination of certain Chapter 21 probationary contract employees at the end of the contract period
- E. Discussion with legal counsel regarding proposed termination of certain Chapter 21 term contract employees for good cause

3. 6:00 PM - RECONVENE OPEN SESSION - BOARD ROOM

4. PLEDGE OF ALLEGIANCE AND PLEDGE TO THE TEXAS FLAG


Led by Polytechnic High School JROTC Cadets






5. PUBLIC COMMENT

6. REPORTS

- A. Superintendent Update

7. ACTION AGENDA ITEMS

- A. Approve the Renewal and Awarding of Probationary and Term Chapter 21 Contracts of Specified Certified Employees for the 2026-2027 Contract Year 3
[Approve the Renewal and Awarding of Probationary and Term Chapter 21 Contracts.docx](#) 

- B. Approve Proposed Non-Renewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code 4
[Approve Proposed Nonrenewal of Chapter 21 Term Contracts.docx](#) 
- C. Approve Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, In the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code 5
[Approve Recommendation to Terminate Chapter 21 Probationary Contracts.docx](#) 
- D. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code 6
[Approve Proposed Termination of Certain Chapter 21 Term Contracts.docx](#) 
- E. Approve Proposed Revisions to Board Policy DCE(LOCAL) - Employment Practices: Other Types of Contracts 7
[Approve Revisions to Board Policy DCE \(LOCAL\).docx](#) 
[DCE\(LOCAL\) - Redlined.pdf](#) 

8. ADJOURN

CONSENT AGENDA ITEM

BOARD MEETING

May 5, 2026

TOPIC: APPROVE THE RENEWAL AND AWARDING OF PROBATIONARY AND TERM CHAPTER 21 CONTRACTS OF SPECIFIED CERTIFIED EMPLOYEES FOR THE 2026-2027 CONTRACT YEAR

EXECUTIVE SUMMARY:

State law requires the District to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. (Policy DCA) Full-time professional employees new to the District and employed in positions requiring Texas educator certification are employed under a Chapter 21 probationary contract during their first year of employment. Probationary contracts are for a term of one school year and may be renewed for two additional one-year periods. Unless employed under a probationary contract [see DCA] or a continuing contract [see DCC], a school district shall employ each classroom teacher, principal, librarian, nurse, or school counselor under a term contract as provided by Education Code Chapter 21, Subchapter E. Education Code 21.002(a). (Policy DCB) Full-time professionals employed in positions requiring Texas educator certification will be employed under Chapter 21 term contracts after they have successfully completed the probationary period. Each term contract is subject to the approval of the board.

RECOMMENDATION:

Approve the Renewal and Awarding of Probationary and Term Chapter 21 Contracts of Specified Certified Employees for the 2026-2027 Contract Year

THEORY OF ACTION PILLAR:

3 - Excellent Talent, Incentivized to Empower Students

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-wide

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

May 5, 2026

TOPIC: APPROVE PROPOSED NON-RENEWAL OF CERTAIN TERM CONTRACT EMPLOYEES PURSUANT TO CHAPTER 21 OF THE TEXAS EDUCATION CODE

EXECUTIVE SUMMARY:

In accordance Board Policy DFBB(LOCAL), the Superintendent shall present to the Board any Chapter 21 Term contract employees whose contracts are recommended for proposed nonrenewal by the Board. Nonrenewal is a decision not to renew an employee's contract at the end of the term specified in the contract for reasons specified in Board Policy DFBB(LOCAL). After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

RECOMMENDATION:

Approve Proposed Non-Renewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code

THEORY OF ACTION PILLAR:

3 - Excellent Talent, Incentivized to Empower Students

PROVIDER(S)/VENDOR(S):

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Districtwide

FINANCIAL IMPACT:

Not Determined

INFORMATION SOURCE:

Sid Pounds, General Counsel

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

May 5, 2026

TOPIC: APPROVE RECOMMENDATION TO TERMINATE CERTAIN PROBATIONARY CONTRACT EMPLOYEES AT THE END OF THE CONTRACT PERIOD, IN THE BEST INTEREST OF THE DISTRICT PURSUANT TO CHAPTER 21 OF THE TEXAS EDUCATION CODE

EXECUTIVE SUMMARY:

In accordance with Texas Education Code Section 21.103, the Board may terminate a Chapter 21 Probationary Contract at the end of the contract period if in the Board's judgment such termination will serve the best interests of the District. Following the board action, the employee shall be provided notice of the Board's decision to terminate the contract in accordance with law.

RECOMMENDATION:

Approve Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, In the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code

THEORY OF ACTION PILLAR:

3 - Excellent Talent, Incentivized to Empower Students

PROVIDER(S)/VENDOR(S):

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Districtwide

FINANCIAL IMPACT:

Not Determined

INFORMATION SOURCE:

Sid Pounds, General Counsel

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

May 5, 2026

TOPIC: APPROVE PROPOSED TERMINATION OF CERTAIN TERM CONTRACT EMPLOYEES FOR GOOD CAUSE PURSUANT TO CHAPTER 21 OF THE TEXAS EDUCATION CODE

EXECUTIVE SUMMARY:

In accordance Board Policy DFBA(LLEGAL), the Board may take action to propose termination of a Chapter 21 term contract employee for good cause as determined by the board. "Good cause" is defined as an employee's failure to perform duties in the scope of employment that a person of ordinary prudence would have done under the same or similar circumstances. The employee has a right to appeal the proposed termination in accordance with Chapter 21 of the Texas Education Code.

RECOMMENDATION:

Approve Proposed Termination of Certain Term Contract Employees For Good Cause Pursuant To Chapter 21 of the Texas Education Code.

THEORY OF ACTION PILLAR:

3 - Excellent Talent, Incentivized to Empower Students

PROVIDER(S)/VENDOR(S):

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Districtwide

FINANCIAL IMPACT:

Not Determined

INFORMATION SOURCE:

Sid Pounds, General Counsel

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

May 5, 2026

**TOPIC: APPROVE PROPOSED REVISIONS TO BOARD POLICY DCE (LOCAL) –
EMPLOYMENT PRACTICES: OTHER TYPES OF CONTRACTS**

EXECUTIVE SUMMARY:

Certain positions in the District must, by law, be employed under a Chapter 21 contract, including roles like teachers, principals, counselors, librarians, diagnosticians, certain certified professionals, and full-time nurses. Other positions are not required to be under Chapter 21 and may be employed at-will or under a separate contract governed by Board Policy DCE (LOCAL).

These non-Chapter 21 contracts do not carry the same procedural protections as Chapter 21 contracts. The proposed revisions streamline the policy by removing detailed provisions that are not required at the Board policy level and instead belong in individual employment contracts. These updates do not change or affect the rights of employees currently working under non-Chapter 21 contracts for the 2025–2026 school year.

RECOMMENDATION:

Approve Proposed Revisions to Board Policy DCE(LOCAL) – Employment Practices: Other Types of Contracts

THEORY OF ACTION PILLAR:

3 - Excellent Talent, Incentivized to Empower Students

PROVIDER(S)/VENDOR(S):

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Districtwide

FINANCIAL IMPACT:

Not Determined

INFORMATION SOURCE:

Sid Pounds, General Counsel

**Non-Chapter 21
Term Contracts**

The Superintendent may elect to employ on term contracts personnel not eligible for a contract under Chapter 21 of the Education Code. ~~All other employees shall be hired on an at-will basis after July 1, 2005.~~

~~Employees employed under a non-Chapter 21 contract prior to July 1, 2005, shall remain under those contracts until they expire on August 31, 2006, or August 31, 2007, as applicable, at which time they may be offered employment on an at-will basis.~~

Probationary Period

~~Before granting a new employee a contract not governed by Chapter 21, the Superintendent or designee may require the employee to serve a 90-working-day probationary period as an at-will employee.~~

**Progressive
Discipline**

~~Through a careful review process, the Superintendent intends to maintain objectivity, fairness, and consistency in the District's discipline process.~~

~~When discipline of an employee is warranted, the Superintendent expects a principal or department head to generally adhere to progressive discipline. However, this does not in any way grant an entitlement or right to progressive disciplinary measures; nor does it in any way alter the employment status of an employee. No prior disciplinary action shall be a prerequisite for another disciplinary action, including termination of employment.~~

~~It is the intent of the District to achieve employee compliance with District policies, administrative regulations and procedures, maximum productivity, and employee satisfaction through thoughtful and consistent supervision of employees on a day-to-day basis. In the exercise of discipline, the District's values of honesty, ethical behavior, and mutual respect should guide both the content and presentation of the discipline.~~

~~Poor job performance or job-related misconduct may result in disciplinary action up to and including termination of employment. There are various types of disciplinary action that may be taken in order to help an employee assume responsibility for correcting his or her poor job performance or inappropriate behavior. The alternatives selected, from counseling to termination of employment, may reflect the severity or recurring nature of the violation and/or the employee's problem behavior. Of course, misconduct deemed sufficiently serious, including criminal and ethical misconduct, may result in an employee's immediate dismissal.~~

- ~~• Counseling: Meeting privately with an employee to discuss performance or behavior problems when they first arise (pre- or nondisciplinary action).~~

- ~~Level I, Oral Warning: First level of discipline. Discussion of the poor performance and/or inappropriate behavior, expectations or consequences.~~
- ~~Level II, Written Warning: Second level of discipline. Written summary of issues, improvement expected and warning of further disciplinary action.~~
- ~~*Level III, Suspension Without Pay: Depending on the nature and severity of the problem(s), the suspension without pay may be for one to five days. More days of suspension without pay may be given if deemed appropriate.~~
- ~~*Level IV, Demotion: An involuntary assignment to a lower pay grade or an involuntary reduction in pay, usually five percent until satisfactory performance is achieved or inappropriate behavior is corrected.~~
- ~~*Level V, Termination of Employment.~~
~~*Requires prior review before implementation.~~

~~Prior Review
Required~~

~~Circumstances warranting a suspension without pay, demotion, or termination of employment shall be discussed with, and the documentation reviewed by, the assistant superintendent of human resources and the office of legal services, prior to the implementation of the disciplinary action.~~

~~Suspensions~~

~~An employee on a contract not governed by Chapter 21 may be suspended with or without pay by the Superintendent or designee.~~

~~Suspensions with pay are nondisciplinary administrative measures taken in order to facilitate the investigation of allegations or questions raised concerning an employee's conduct or for other reasons deemed appropriate by the Superintendent or designee.~~

~~Suspensions without pay are disciplinary measures. They may be imposed by the Superintendent or designee either:~~

- ~~1. For misconduct warranting such disciplinary action but may not warrant immediate dismissal; or~~
- ~~2. For reasons set forth in a notice of an employee's proposed dismissal pending that action or a request for a hearing.~~

~~Hearing~~

~~Before an employee is suspended without pay or as soon thereafter as practicable, the employee shall be given reasonable notice in writing of the charges set out in sufficient detail to enable the employee to show any error that may exist and shall then be given the opportunity to request a hearing.~~

~~If the suspension without pay is imposed at the same time as a notice of proposed dismissal, the employee may request a Superintendent's Panel Hearing where the employee may contest the reasons for the suspension without pay and for the proposed dismissal.~~

~~If the suspension without pay is imposed independently, the employee will be given the opportunity to request, in writing, a hearing before the Superintendent or designee either before the suspension without pay is imposed or as soon thereafter as practicable.~~

Back Pay

~~If after a hearing the Superintendent or designee or the Superintendent's Panel concludes that the suspension without pay or some portion thereof should not be imposed or should not have been imposed, the employee shall be paid for those days of suspension without pay, less days assessed for disciplinary or other reasons.~~

~~Suspensions without pay are subject to appeal as specified below.~~

Dismissal During Contract

~~An employee may be terminated for good cause before the completion of the term fixed in his or her contract. [See also DFF] "Good cause" shall include, but not necessarily be limited to, those acts or omissions enumerated in DFBB(LOCAL) or a finding that the employee's performance or conduct is detrimental to students, other employees, or the interests of the District.~~

Notice

~~Before a term contract employee is dismissed for good cause, the employee shall be given reasonable notice in writing of the charges against him or her and an explanation of the District's evidence, set out in sufficient detail to fairly enable the employee to show any error that may exist. The employee shall be given an opportunity to request a hearing to contest the charges.~~

Hearing

~~Within ten working days after receiving notice, an employee, upon written request made to the Superintendent or designee, may request a hearing before the Superintendent's Hearing Panel (being one or more persons appointed by the Superintendent or designee to hear the issues and evidence and develop a written record of the case).~~

~~The employee has the right to present evidence and witnesses, the right to an attorney or representative of his or her choice, and the right to cross-examine adverse witnesses.~~

Failure to Request Hearing

~~Should an employee fail to request a hearing before a Superintendent's Hearing Panel, the Superintendent or designee may proceed to dismiss the employee and notify the employee in writing of that decision.~~

Hearing Panel	All fact finding authority is delegated to the Superintendent's Hearing Panel. The Superintendent's Hearing Panel shall make a recommendation to the Superintendent within five days of closure of the employee's hearing.
Decision	If the Superintendent's Hearing Panel sustains the recommendation of the employee's supervisor, the Superintendent or designee may dismiss the employee. If the Superintendent's Hearing Panel does not find good cause for dismissal, the employee shall be returned to work.
Appeal	The employee may appeal his or her dismissal and/or suspension without pay to the Board by filing a request in writing with the Superintendent within five working days of being notified of his or her dismissal and/or the decision concerning his or her suspension without pay. The parties will be notified of the date of the meeting at which the Board will consider the appeal. The record of the employee's hearing shall be available to the Board for its review. The Board may only consider the evidence presented in the hearing. The Board will consider the appeal on the written record. The parties may file written briefs of their positions based on the hearing record. The employee's brief must be filed at least 30 days prior to the Board meeting at which the appeal will be considered. The brief for the administration must be filed at least 20 days prior to the Board meeting at which the appeal will be considered. Either party may request oral argument. If requested, the Board will decide whether it wishes to grant oral argument at the meeting where it considers the record and the briefs of the parties. This matter will be considered in open or closed session and decided by the Board in open session. If oral argument is granted, the Board may defer its deliberations until the meeting at which it hears the oral arguments of the parties. If the Board denies oral argument, it may proceed to deliberate its decision based on the written record and briefs of the parties. The Board may then proceed to render its decision. A record shall be made by audiotape or by a stenographer of the hearing concerning any request for oral argument, the presentation of oral arguments, if any, and the deliberations by the Board. If oral argument is allowed, the presiding officer may set reasonable time limits. The Board shall listen to the arguments and ask any questions they wish of the parties.

~~The appeal may be heard by the Board in closed meeting unless the employee bringing the appeal requests that it be heard in public. However, if the appeal constitutes a complaint or charge against another District employee, it shall be heard in closed meeting unless an open hearing is requested in writing by the employee against whom the complaint or charge is brought.~~

~~After any deliberation deemed necessary, the Board will reach its decision. The Board or its designee shall communicate its decision orally or in writing to the employee before the next Board meeting. Announcing a decision in the employee's presence constitutes communication of the decision.~~

~~If the Board determines that the decision is supported by substantial evidence, and is not arbitrary or capricious, it shall approve the dismissal and provide written notice of its action to the employee.~~

~~If the Board determines the decision is not supported by substantial evidence or is arbitrary or capricious, it shall reverse the decision and order the employee to be reinstated. In either case, the Board's decision is final and may not be appealed.~~

**Post-Contract
Dismissal**

~~An employee may be dismissed at the end of his or her non-Chapter 21 contract in accordance with the procedures and subject to the procedural safeguards applicable to at-will employees. [See DCD(LOCAL)]~~