

Notice of Regular Business Meeting
The Board of Trustees
Fort Bend Independent School District

Monday, February 8, 2021

Notice is hereby given that a Board of Trustees Regular Business Meeting will be held on Monday, February 8, 2021, beginning at 6:00 PM in the Event Center of the James Reese Career and Technical Center, 12300 University Blvd., Sugar Land, TX 77479. Members of the public may view the live stream of the meeting at following address: <https://www.fortbendisd.com/March29LIVESTREAM>. Members of the public may also register to address the Board at the following address: <https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Regular%20Business%20Address%20Form%201-12-21.pdf>. Requests to address the Board must be submitted no later than 4:30 p.m. on the day of the meeting. It is the Board of Trustees' intent that a quorum of the Board of Trustees will be physically present at this location, although one or more Trustees may participate via video conference. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Organization/649>.

1. Call to order at 6:00 PM with announcement by the chair as to the presence of a quorum, that the meeting has been duly called and that notice of the meeting has been posted for the time and manner required by law
2. Convene in closed session under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student
3. Reconvene in Open Session
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If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC (LEGAL)]

The following Fort Bend ISD Goals may be referenced in agenda items included in this document:

- Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.
- Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.
- Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success.
- Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a robust Collaborative Community at every school.
- Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Information: Update on Efforts to
Support Student Learning During
COVID
References: Board Governance
Department: Superintendent

Summary

The Administration will provide an update on how the District continues to support student learning during the COVID-19 Pandemic.

Recommended by:

Charles E. Dupre
Superintendent of Schools

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Information: Mental Health Clinic
Public Hearing
References: Board Goal 4
Department: Social-Emotional Learning
and Comprehensive Health

Summary

As discussed during the January 19, 2021 Board Meeting, the District did not comply with the Texas Education Code (TEC) or local policy by conducting a public hearing that is required when the District expands or changes the health-care services provided by the District. In following up with Texas Education Agency, we learned there was no consequence for this omission because discussions and opportunity for public comment during Board Meetings, at which these services were discussed and contracts approved, could technically satisfy the requirement for a public hearing. The expansion of school-based health services related to mental health was included on each of the following Board Meeting agendas:

- May 13, 2019: Approved new positions and compensation (Five Mental Health Counselors)
- August 12, 2019: Approved the purchase of School-Based Health Treatment and Therapeutic Services
- May 11, 2020: Approved Mental Health Services Grant Resolution
- August 17, 2020: Approved student and family medical and mental health clinical services

The Administration supports the Board's view that it is in the best interest of the District and our stakeholders to satisfy the requirement to conduct a public hearing. Therefore, we will schedule and conduct a public hearing on Monday, March 22, at 5:30 p.m.

During the public hearing, in compliance with Policy FFA (Legal) and Chapter 38 of the TEC, staff will provide information including but not limited to the following:

- All health-care services to be provided;
- Whether federal law permits or requires any health-care service provided to be kept confidential from parents;
- Whether a child's medical records will be accessible to the parent;
- Information concerning grant funds to be used;
- The titles of persons who will have access to the medical records of a student;
- and

- The security measures that will be used to protect the privacy of students' medical records.

To provide even greater transparency, in addition to the scheduled public hearing, staff will conduct a virtual town hall on February 24 to share information and respond to community questions about mental health services in FBISD.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Beth Martinez
Chief Academic Officer

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Information: Deliberate
Procurement of Superintendent
Search Firm
References: Board Governance
Department: Board of Trustees

Summary

The Board of Trustees will deliberate procurement of a superintendent search firm.

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Review: Revisions to Policies DC (Local), FFG (Local), GBAA (Local), and DEC (Local)
References: Board Policy: Local policies for DC, FFG, GBAA, and DEC
Department: Chief of Staff and Collaborative Communities

Recommendation

Consideration and possible approval of proposed revisions to policies DC (Local), FFG (Local), GBAA (Local), and DEC (Local).

Summary

DC (Local): Employment Practices

The Administration is recommending revision of this policy to:

- State the establishment of administrative procedures involving posting of vacancies, applications, contracts, resignations and retirements, and that the procedures should advance the Board's Core Beliefs and Commitments.

FFG (Local): Student Welfare: Child Abuse and Neglect

The Administration is recommending revision of this policy to:

- Add a philosophy statement.
- Articulate language to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of students for compliance.
- Articulate language to address making a report of abuse or neglect to a child's physical or mental health or welfare.

GBAA (Local): Information Access: Request for Information

The Administration is recommending revision of this policy to:

- Articulate language to expand Superintendent authority to suspend Public Information Act deadlines for a time period during a catastrophe per SB 494.
- Clarify the threshold at which the requestor shall be charged for requests.

The following policy has received minor revisions to ensure the District remains in compliance as a result of the Legislative Policy Update from the 86th Legislative Session. This policy has not gone through our Policy Committee to allow the Committee to focus their time on policies that are Board priorities.

DEC (Local): Compensation and Benefits: Leaves and Absences

The Administration is recommending revision of this policy to:

- Include a statement to address use of vacation days for employees on a 260-day contract.
- Delete a statement regarding workers' compensation to remain in compliance.

A draft of all policies cited in this agenda item will be shared with the Board before the February 8 workshop meeting.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Anthony Indelicato
Chief of Staff and Collaborative Communities

EMPLOYMENT PRACTICES

DC
(LOCAL)

Philosophy	The Board believes student success is best achieved through effective teachers, leaders, and staff that inspire learning. Therefore, the Board is committed to recruiting, developing, and retaining effective staff members.
Personnel Duties	The Superintendent or designee shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors. <u>The Superintendent or designee shall establish administrative procedures including but not limited to the posting of vacancies and District processes for applications, contracts, resignations and retirements. These administrative procedures shall advance the Board's Core Beliefs and Commitments in an effort to recruit well-qualified candidates for teacher, leader, and other staff positions, and to further the creation of a diverse workforce by providing equal employment opportunities.</u>
New Positions	All newly created locally funded, administrative and professional support positions shall be approved by the Board.
Posting Vacancies	The Superintendent or designee shall establish administrative procedures for advertising employment opportunities and posting notices of vacancies. These administrative procedures shall advance the Board's Core Beliefs and Commitments in an effort to recruit well-qualified candidates for teacher, leader, and other staff positions, and to further the creation of a diverse workforce by providing equal employment opportunities. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information provided on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a non-contractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Employment of Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel. The Board retains final authority for employment of principals and all central staff District administrators at Deirector level or above. [See DCA, DCB, and DCE as appropriate]

EMPLOYMENT PRACTICES

DC
(LOCAL)

	The Board delegates to the Superintendent final authority for employment of all other contractual personnel. [See DCE]
Employment of Non-contractual Personnel	The Superintendent shall have final authority to employ and dismiss all non-contractual personnel on an at-will basis. [See DCD]
Resignation or Retirement in Lieu of Termination	An employee who resigns or retires while under investigation, or resigns or retires in order to avoid termination, shall not be eligible for reemployment with the District. [See also DFE]
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

Note: ~~Adopted following an expedited process to maintain compliance with the law and regulations, and without the policy committee's full review.~~

EMPLOYMENT PRACTICES

DC
(LOCAL)

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EMPLOYMENT PRACTICES

DC
(LOCAL)

**Resignation or
Retirement in Lieu of
Termination**

An employee who resigns or retires while under investigation, or resigns or retires in order to avoid termination, shall not be eligible for reemployment with the District. [See also DFE]

**Employment
Assistance
Prohibited**

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law.

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STUDENT WELFARE
CHILD ABUSE AND NEGLECT

FFG
(LOCAL)

Philosophy

The Board believes a safe and secure environment provides the foundation for learning and supports students in reaching their full potential. As such, the District places responsibility on faculty and staff to ensure the safety and care for all students.

**Program to Address
Child Sexual Abuse,
Trafficking and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student and parent awareness regarding these issues, including research-based prevention techniques and likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based victimization prevention programs;
3. Actions that the victim child should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA(LEGAL)]

**Reporting Child
Abuse and Neglect**

Any person who has reason to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect. [See FFG(LEGAL)]

1. Any District employee, agent or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

STUDENT WELFARE
CHILD ABUSE AND NEGLECT

FFG
(LOCAL)

A person is required to make a report if the person has cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Making a Report

Reports may be made to any of the following [See FFG(LEGAL)]:

1. A state or local law enforcement agency, including the Fort Bend ISD Police Department;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800)252-5400 or the [Texas Abuse Hotline Website](#)ⁱ;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report
Suspected Child
Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;

STUDENT WELFARE
CHILD ABUSE AND NEGLECT

FFG
(LOCAL)

2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Restrictions on
Reporting**

Under select circumstances, an employee shall not make a report based on a parent's refusal. [See FFG(LEGAL)]

**Responsibilities
Regarding
Investigations**

The District shall be responsive, thorough and, to the greatest extent permitted by law, maintain confidentiality in all matters of potential abuse and neglect. This includes providing notice of and access to available resources including the Fort Bend Child Advocacy Center and the use of support services to address physical and emotional needs.

In addition, in accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

ⁱ Texas Abuse Hotline Website: <http://www.txabusehotline.org>

INFORMATION ACCESS
REQUESTS FOR INFORMATION

GBAA
(LOCAL)

Philosophy

The Board believes the District shall act with transparency and accountability with the public when requests for information are received.

Charging for Personnel Time

The public has the right to request the release of public information as required by the Public Information Act. As authorized by law, the District shall charge a requestor for additional personnel time spent producing information for the requestor after personnel of the District have cumulatively spent:

1. 36 hours of time per requestor during the District's fiscal year; or
2. 15 hours of time per requestor during a one-month period.

Suspension of Public Information Act During Catastrophe

The Board delegates to the Superintendent the authority to suspend the applicability of Government Code Chapter 552 to the District for the initial suspension period as permitted by law and described in GBAA(LEGAL) in the event of a catastrophe as defined by law. The Superintendent or designee shall inform the Board when an initial suspension is exercised and provide the required notices to the attorney general and public. The Board shall approve any extension of an initial suspension period.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Philosophy

The Board believes student success is best achieved in a supportive climate and safe environment. Therefore, the District shall provide an equitable leave policy that attracts and retains top talent and promotes a healthy lifestyle for all employees.

Leave Program

The District's leave program includes both paid leave and unpaid leave. Eligibility for the various types of leave depends on the employee's position, the number of months of service per year, and the length of service.

The Superintendent or designee shall establish administrative procedures to manage the various components of leaves and absences set forth in this policy, including but not limited to the guidelines and processes for requesting leave and reporting absences. The administrative procedures shall also be published^{ed} in the Employee Handbook.

Definitions

Immediate family is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person related to the employee by blood or marriage who is residing in the employee's household at the time of illness or death.

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).

Leave Day

For purposes of earning, using, or recording of leave, the term "leave day" shall mean the number of hours per day equivalent to the employee's usual assignment, whether full time or part time.

Discretionary
Personal Leave

For purposes of using or recording absences and leaves, the term "discretionary personal leave" shall mean an employee may take leave at the employee's discretion, subject to limitations set forth.

Nondiscretionary
Personal Leave

For purposes of using or recording absences and leaves, the term "non-discretionary personal leave" shall mean an employee may take leave for personal or family illness, family emergency, a death in the family, or active military service.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Local Sick Leave	All employees who are eligible for district health care benefits shall earn five paid local sick leave (LSL) days per school year at a rate of one-half leave day for each 18 days worked during employment up to the maximum of five workdays annually.
State Personal Leave	All employees who are eligible for district health care benefits shall be entitled to five days of state personal leave (STPB) if they remain employed with the District for the entire school year.
Local Personal Leave	For purposes of using or recording absences and leaves, the term "local personal leave" (LPL) shall apply to local personal leave days accumulated before the 2003-04 school year.
State Sick Leave	For purposes of using or recording absences and leaves, the term "state sick leave" (SS) shall apply to state sick leave days earned before 1995. SS is available for use and may be transferred to other school districts in Texas. SS can be used only in increments, except when coordinated with FMLA leave taken on an intermittent or reduced schedule basis or when coordinated with Workers' Compensation benefits.
Vacation	For purposes of using or recording absences and leaves, the term "vacation" (VAC) shall mean number of hours per day equivalent to 10 vacation days per school year for all employees who are eligible for District health care benefits assigned to a 260-day Work Calendar. Vacation days are not transferred from year to year.
Paid Time Off	For purposes of using or recording absences and leaves, the term "paid time off" (PTO) shall mean number of hours per day equivalent to 5 paid time off days per school year for all employees who are eligible for district health care benefits assigned to a 238-day Work Calendar.
Dock	For purposes of using or recording absences and leaves, the term "dock" shall mean that an employee experiences a reduction in compensation as a consequence of having used all available LSL, LPL, SS, STPB, VAC and PTO.
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.
Catastrophic Illness or Injury	A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Order of Use	Earned compensatory time shall be used before any available paid state and local leave. [See DEAB] Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable: • Local sick leave (LSL). • Local personal leave (LPL) accumulated before the 2003–04 school year. • State sick leave accumulated before the 1995–96 school year (SS). • State personal leave (STPB). An employee may not choose to be docked in lieu of use of available paid leave.
Recording	Leave shall be recorded in half-day increments for all employees according to the guidelines located in the employee handbook located on the District webpage.
Concurrent Use of Leave	When an absent employee is eligible for Family and Medical Leave Act (FMLA) leave, the District shall designate the absence as FMLA leave. Full-time employees absent or who anticipate being absent more than five consecutive workdays shall be required to submit an application for leave. The District shall require employees to use FMLA leave concurrently with paid leave and with temporary disability leave, as applicable. Employees shall use leave as determined by this policy.
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.
Availability	The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year. When an employee who has used more leave than he or she has earned ceases to be employed by the District, the cost of the unearned leave days shall be deducted from the employee's final paycheck.
Leave Proration Employed for Less Than Full Year	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. If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

- State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
- Local leave the employee used but had not earned as of the date of separation.

Employed for Full
Year

If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative procedures.

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance. Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken as leave without pay in the event that leave is not available.

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 absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

**Reimbursement for
Unused Local Leave**

Retirement

An employee who retires in accordance with TRS guidelines after ten or more consecutive years without a break in service with the District shall be paid for up to 150 days of unused local leave as follows:

Professional personnel shall be paid \$75 per day for each day of unused local leave.

Paraprofessional and auxiliary personnel shall be paid at the rate of \$50 per day for each day of unused local leave.

Death

A deceased employee's beneficiaries shall be paid up to 150 days as follows:

Beneficiaries of professional personnel shall be paid \$75 for each day of accrued unused local leave.

Beneficiaries of paraprofessional and auxiliary personnel shall be paid \$50 for each day of accrued unused local leave.

Reporting Absences

An employee shall notify his or her supervisor prior to being absent or as soon as physically able. Employees shall follow District and campus/departamental procedures to report absence(s).

Absence Control

An employee who is absent from duty for three consecutive days without notifying the immediate supervisor of his or her status and

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

the anticipated date of return shall be dismissed from employment in accordance with Board policy. [See DCD and DF series]

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

If an employee fails to provide the appropriate medical release and/or documentation within the allotted timelines as stated in the notification and therefore does not return to work after exhausting all available paid and unpaid leave, the District shall automatically pursue termination, regardless of the reason for the absence. [See DF series]

Excessive Absences

When an employee's absences establish a pattern, or exceed the annual allotted days, with the exception of approved leave of ~~off~~ absence, such absences may be considered excessive. If absences are deemed excessive, the employee may be subject to disciplinary action up to and including termination of employment. [See DFBB, DCD, and DF series]

**Use of Discretionary
Personal Leave**

A notice of request for discretionary personal leave shall be submitted to the principal/work location supervisor or designee in advance, no later than five days prior to the anticipated absence. Discretionary personal leave shall be granted on a first-come, first-serve basis, with a maximum of ten percent of campus/departments employees in each category permitted to be absent at the same time for discretionary personal leave.

**Use of Non-
Discretionary
Personal Leave**

A notice of request for nondiscretionary leave shall be submitted to the principal/work location supervisor or designee. Non-discretionary leave shall be granted in the same manner as sick leave.

**Use of State
Personal Leave**

STPB leave may accumulate without limit and shall be transferable from district to district.

**Use of Local
Personal Leave**

LPL shall be considered leave earned in the District prior to July 1, 2003. LPL may be used according to the terms and conditions of STPB leave.

Use of Vacation

Vacation may accumulate up to twenty days. After annual entitlements are received, any vacation days in excess of the 20-day limit, up to a maximum of five days will be transferred to LSL which can then be used according to the terms and conditions of LSL.

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Use of Paid Time Off	PTO may accumulate up to ten days. After annual entitlements are received, any PTO days in excess of the 10-day limit will be transferred to LSL which can then be used according to the terms and conditions of LSL.
Guidelines Regarding Use	STPB leave and LPL shall be used primarily for personal business. LSL and SS leave shall be used according to the terms and conditions of SS leave accumulated before the 1995–96 school year, and STPB leave and LPL may be used for these purposes as well. [See DEC(LEGAL)] Employees may use all forms of leave if they are relocated from the District due to military leave.
Limitations on Use of Personal Leave	Use of STPB leave or LPL shall require Leadership Team approval in the following circumstances: • The first day of school or the day before a school holiday. • The last day of school or the day after a school holiday. • Days scheduled for end-of-semester or end-of-year examinations. • Days scheduled for state-mandated assessments. • Professional or staff development days. • The last teacher duty day of the school year. • Any other time the principal/supervisor determines that the employee's presence is critical to the instructional program or the operation of the school/department. No more than ten percent of the total staff of a school or department that exceeds ten people may be on personal leave at the same time.
Duration of Leave	The principal/work location supervisor or designee shall notify the employee in advance whether the request is granted or denied. In deciding whether to approve or deny state personal leave, the principal/work location supervisor shall not seek or consider the effect of the reasons for which an employee's request to use leave. The principal/work location supervisor shall, however, consider the effect of the employee's absence on the educational program or District's operations, as well as the availability of substitutes. Discretionary personal leave may not be taken for more than three consecutive days without the approval of the Superintendent or designee.

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No more than ten personal leave days shall be used in a school year. This shall not apply to an extended medical leave of absence approved by the chief human resource officer or designee. For purposes of this provision, the school year shall be measured from July 1 through June 30.

Absences for religious holidays days shall be exempt from this limitation.

Medical Certification

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

- The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
- The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor and approved by the Superintendent or designee;
- The employee requests leave due to a family emergency involving a medical illness of a member of the employee's family, which lasts more than five consecutive days;
- The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
- The employee requests FMLA leave for military caregiver purposes. The employee shall provide medical certification within 15 calendar days of the last day worked or as soon as practicable.

An employee on approved FMLA leave shall continue to provide medical certification of the illness or disability on either (1) the date indicated on the original certification or (2) at 30-day intervals, whichever is later.

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

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

Use of Local Sick Leave

Upon reporting to active service, an employee's account shall be credited with the full allowance of LSL. Should an employee resign or cease to be employed before the end of the school year or employment period, the leave allowance shall be prorated on the basis of time served, and the employee shall reimburse the District for days used in excess of the prorated allowance at the employee's regular rate of pay. [See also Leave Proration, above]

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Employees who are absent shall be charged leave as used even if a substitute is not employed.

LSL shall accumulate without limit.

[See Guidelines Regarding Use, above, for when LSL may be used by an employee.]

Family and Medical Leave

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.

Twelve-Month
Period

Combined Leave for
Spouses

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

An employee may use LSL for leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Intermittent or
Reduced-Schedule
Leave

The District shall not permit use of intermittent or reduced-schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced-schedule leave due to a medical necessity.]

Certification of
Leave

If an employee requests leave, the employee shall provide certification, 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. The District shall provide a list of essential job functions to the employee with the FMLA designation notice, if applicable.

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]

Upon expiration of FMLA leave, all District-paid benefits shall cease when an employee has exhausted all forms of paid leave.

COMPENSATION AND BENEFITS
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(LOCAL)

Employees may continue to participate in the District's group insurance programs but must pay for coverage.

Temporary Disability Leave

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. Recertification shall be required at 30-day intervals. Temporary disability shall run concurrently with FMLA leave and/or workers' compensation. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

If temporary disability is foreseen, then the request for temporary disability leave must be completed 30 days in advance. If the temporary disability is unforeseen, then the request must be submitted within 15 calendar days of the last day worked or as soon as practicable. An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.

Unpaid Personal Leave

An employee who is eligible for district health care benefits and who is not eligible for temporary disability leave may apply for an unpaid personal leave (UPL) of absence for up to 90 calendar days. UPL shall be taken under the same circumstances as FMLA leave. The leave request must be accompanied by medical certification from a qualified health-care provider supporting the need for leave.

Catastrophic Leave Benefit

A full-time employee or immediate family member diagnosed with a catastrophic illness or injury who is on approved FMLA leave and who has exhausted all other forms of paid leave may apply for 30 days of paid catastrophic leave annually to a lifetime maximum of 60 days per employee.

Sick Leave Bank

The District shall establish a Sick Leave Bank (SLB) that employees may join through voluntary contribution of local leave.

The Superintendent or designee shall develop administrative procedures for the operation of the SLB.

Sick Leave Bank Committee

The Superintendent shall appoint an employee Sick Leave Bank Committee (SLBC) to oversee the operation of the SLB. SLBC membership criteria and selection process shall be included in administrative procedures.

Eligibility and Membership

Any employee may enroll in the SLB if:

- The employee is eligible for District health care benefits.

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- The employee has completed 12 months of employment with the District and has earned and accrued one local leave day.
- The employee has submitted registration during the membership window, as set forth in administrative procedures.

Use of Leave

Leave contributed to the SLB shall be solely for the use of participating members. An employee who is a member of the SLB and has exhausted all available leave may request leave from the SLB if the employee or a member of the employee's immediate family experiences illness or injury.

Limitations

Use of the SLB shall be limited to the number of days available annually in the SLB.

An individual staff member may be granted days by the SLB only once during a school year.

An employee receiving days from the SLB shall not earn local sick leave.

Application

Employees shall complete and submit a request for use of the SLB. The request shall be submitted to SLBC for review and approval. If the member is unable to request leave days from the SLB, a member of the employee's family may submit the request on behalf of the employee.

All forms for participation in the SLB shall be available from and submitted to the Human Resources Department.

Applications must be submitted in accordance with administrative procedures.

An individual employee may be granted days by the SLBC for a maximum of 30 days in a given school year.

Assault Leave

Absences due to assault leave, as defined by the Texas Education Code, Section 22.003, shall not be deducted from accrued leave or designated as FMLA leave. An employee on assault leave shall receive workers' compensation wage benefits supplemented by the District up to the pre-assault weekly salary.

Incidents associated with assault leave shall be investigated by the District and, if not appropriately classified, the leave type shall be changed to workers' compensation and the employee's leave charged for any payments in excess of his or her entitlement under workers' compensation. ~~If in the event that~~ leave is not available, the employee's pay shall be reduced.

**Workers'
Compensation**

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Note: 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, as applicable.

An employee absent because of a job-related injury or illness shall be assigned to family and medical leave, if applicable.

An employee eligible for workers' compensation wage benefits and not on assault leave shall indicate whether he or she chooses to:

- Receive workers' compensation wage benefits; or
- Use available paid leave. Workers' compensation wage benefits shall begin when:
 - Paid leave is exhausted; or
 - ~~The employee elects to discontinue use of paid leave.~~

Restricted Duty

If a physician recommends restricted duty, the District may approve the employee's return to duty subject to the availability of a position allowing designated restrictions. An employee assigned to restricted duty who is not on FMLA leave and who refuses to accept the assignment may be subject to termination of his or her employment. Notwithstanding anything to the contrary here, if the employee has a disability as that term is defined under the ADA or the Texas Commission on Human Rights Act (TCHRA), the District's policies under the ADA and/or the TCHRA, as applicable, shall apply.

Leave of Absence

A leave of absence may be granted by the chief human resources officer or designee to any employee, provided the employee makes a written request to the chief human resources officer and states an acceptable reason for the request.

The written request shall specify in exact and complete terms the reason for the leave. Falsifying or purposely misstating reasons may result in termination of the individual from employment with the District, in accordance with Board policies.

The employee shall notify the chief human resources officer or designee of his or her intention to return to active duty, in writing, at

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least 30 days before the expiration of the leave period. Failure to do so shall be deemed a resignation.

Upon returning from leave, attempts shall be made to place the employee in a comparable position. There is no assurance that an assignment will be available for the employee upon return from unpaid personal leave.

While on an approved leave of absence, the benefits that the employee earned as a result of the employee's years of employment in the District shall be protected; however, an employee who resigns and is later reemployed by the District shall be considered a new employee and shall receive no benefits that accrue to employees with a record of uninterrupted service.

*Developmental
Leave*

A professional employee who has served the District at least five consecutive school years may apply for a full or half year's academic unpaid leave of absence for approved research, travel, study as a full-time student in a college or university, or other suitable purpose. The request shall include the proposal for research, the length of time, and the product or method of verification for the developmental leave. The plan shall be approved by the Board.

The product or method of verification shall be presented to the chief human resources officer or designee prior to return from leave. In case of failure to comply with the requirement of full-time study without reason acceptable to the Board, the employee shall not be eligible for rehire at the end of the leave period.

**Fulbright Teacher
Exchange Program**

The District shall participate in the Fulbright Teacher Exchange Program to help promote mutual understanding between the people of the United States and the people of other countries through educational exchange. Teachers and administrators wishing to participate in the exchange program shall apply for approval to the Superintendent or designee. Employees approved by the Superintendent or designee and selected for the exchange program shall be compensated in accordance with the terms of the program.

**Compensation
During Closure**

Employees who are required to work during an emergency closure of the District or their respective campus(es) or facility shall be compensated in accordance with DEA(LOCAL) and administrative procedures.

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Philosophy	The Board believes student success is best achieved in a supportive climate and safe environment. Therefore, the District shall provide an equitable leave policy that attracts and retains top talent and promotes a healthy lifestyle for all employees.
Leave Program	The District's leave program includes both paid leave and unpaid leave. Eligibility for the various types of leave depends on the employee's position, the number of months of service per year, and the length of service. The Superintendent or designee shall establish administrative procedures to manage the various components of leaves and absences set forth in this policy, including but not limited to the guidelines and processes for requesting leave and reporting absences. The administrative procedures shall also be published in the Employee Handbook.
Definitions	Immediate family is defined as:
Immediate Family	1. Spouse. 2. Son or daughter, including a biological, adopted, or foster child, a 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, parent-in-law, or other individual who stands <i>in loco parentis</i> to the employee. 4. Sibling, stepsibling, and sibling-in-law. 5. Grandparent and grandchild. 6. Any person related to the employee by blood or marriage who is residing in the employee's household at the time of illness or death. 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).
Leave Day	For purposes of earning, using, or recording of leave, the term "leave day" shall mean the number of hours per day equivalent to the employee's usual assignment, whether full time or part time.
Discretionary Personal Leave	For purposes of using or recording absences and leaves, the term "discretionary personal leave" shall mean an employee may take leave at the employee's discretion, subject to limitations set forth.
Nondiscretionary Personal Leave	For purposes of using or recording absences and leaves, the term "non-discretionary personal leave" shall mean an employee may take leave for personal or family illness, family emergency, a death in the family, or active military service.

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Local Sick Leave	All employees who are eligible for district health care benefits shall earn five paid local sick leave (LSL) days per school year at a rate of one-half leave day for each 18 days worked during employment up to the maximum of five workdays annually.
State Personal Leave	All employees who are eligible for district health care benefits shall be entitled to five days of state personal leave (STPB) if they remain employed with the District for the entire school year.
Local Personal Leave	For purposes of using or recording absences and leaves, the term "local personal leave" (LPL) shall apply to local personal leave days accumulated before the 2003-04 school year.
State Sick Leave	For purposes of using or recording absences and leaves, the term "state sick leave" (SS) shall apply to state sick leave days earned before 1995. SS is available for use and may be transferred to other school districts in Texas. SS can be used only in increments, except when coordinated with FMLA leave taken on an intermittent or reduced schedule basis or when coordinated with Workers' Compensation benefits.
Vacation	For purposes of using or recording absences and leaves, the term "vacation" (VAC) shall mean number of hours per day equivalent to 10 vacation days per school year for all employees who are eligible for District health care benefits assigned to a 260-day Work Calendar.
Paid Time Off	For purposes of using or recording absences and leaves, the term "paid time off" (PTO) shall mean number of hours per day equivalent to 5 paid time off days per school year for all employees who are eligible for district health care benefits assigned to a 238-day Work Calendar.
Dock	For purposes of using or recording absences and leaves, the term "dock" shall mean that an employee experiences a reduction in compensation as a consequence of having used all available LSL, LPL, SS, STPB, VAC and PTO.
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.
Catastrophic Illness or Injury	A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

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Order of Use	Earned compensatory time shall be used before any available paid state and local leave. [See DEAB] Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable: • Local sick leave (LSL). • Local personal leave (LPL) accumulated before the 2003–04 school year. • State sick leave accumulated before the 1995–96 school year (SS). • State personal leave (STPB). An employee may not choose to be docked in lieu of use of available paid leave.
Recording	Leave shall be recorded in half-day increments for all employees according to the guidelines located in the employee handbook located on the District webpage.
Concurrent Use of Leave	When an absent employee is eligible for Family and Medical Leave Act (FMLA) leave, the District shall designate the absence as FMLA leave. Full-time employees absent or who anticipate being absent more than five consecutive workdays shall be required to submit an application for leave. The District shall require employees to use FMLA leave concurrently with paid leave and with temporary disability leave, as applicable. Employees shall use leave as determined by this policy.
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.
Availability	The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year. When an employee who has used more leave than he or she has earned ceases to be employed by the District, the cost of the unearned leave days shall be deducted from the employee's final paycheck.
Leave Proration Employed for Less Than Full Year	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. If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

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- State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
- Local leave the employee used but had not earned as of the date of separation.

Employed for Full
Year

If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative procedures.

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance. Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken as leave without pay in the event that leave is not available.

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 absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

**Reimbursement for
Unused Local Leave**

Retirement

An employee who retires in accordance with TRS guidelines after ten or more consecutive years without a break in service with the District shall be paid for up to 150 days of unused local leave as follows:

Professional personnel shall be paid \$75 per day for each day of unused local leave.

Paraprofessional and auxiliary personnel shall be paid at the rate of \$50 per day for each day of unused local leave.

Death

A deceased employee's beneficiaries shall be paid up to 150 days as follows:

Beneficiaries of professional personnel shall be paid \$75 for each day of accrued unused local leave.

Beneficiaries of paraprofessional and auxiliary personnel shall be paid \$50 for each day of accrued unused local leave.

Reporting Absences

An employee shall notify his or her supervisor prior to being absent or as soon as physically able. Employees shall follow District and campus/departamental procedures to report absence(s).

Absence Control

An employee who is absent from duty for three consecutive days without notifying the immediate supervisor of his or her status and

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the anticipated date of return shall be dismissed from employment in accordance with Board policy. [See DCD and DF series]

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

If an employee fails to provide the appropriate medical release and/or documentation within the allotted timelines as stated in the notification and therefore does not return to work after exhausting all available paid and unpaid leave, the District shall automatically pursue termination, regardless of the reason for the absence. [See DF series]

Excessive Absences

When an employee's absences establish a pattern, or exceed the annual allotted days, with the exception of approved leave of absence, such absences may be considered excessive. If absences are deemed excessive, the employee may be subject to disciplinary action up to and including termination of employment. [See DFBB, DCD, and DF series]

**Use of Discretionary
Personal Leave**

A notice of request for discretionary personal leave shall be submitted to the principal/work location supervisor or designee in advance, no later than five days prior to the anticipated absence. Discretionary personal leave shall be granted on a first-come, first-serve basis, with a maximum of ten percent of campus/departments employees in each category permitted to be absent at the same time for discretionary personal leave.

**Use of Non-
Discretionary
Personal Leave**

A notice of request for nondiscretionary leave shall be submitted to the principal/work location supervisor or designee. Non-discretionary leave shall be granted in the same manner as sick leave.

**Use of State
Personal Leave**

STPB leave may accumulate without limit and shall be transferable from district to district.

**Use of Local
Personal Leave**

LPL shall be considered leave earned in the District prior to July 1, 2003. LPL may be used according to the terms and conditions of STPB leave.

Use of Vacation

Vacation may accumulate up to twenty days. After annual entitlements are received, any vacation days in excess of the 20-day limit, up to a maximum of five days will be transferred to LSL which can then be used according to the terms and conditions of LSL.

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Use of Paid Time Off	PTO may accumulate up to ten days. After annual entitlements are received, any PTO days in excess of the 10-day limit will be transferred to LSL which can then be used according to the terms and conditions of LSL.
Guidelines Regarding Use	STPB leave and LPL shall be used primarily for personal business. LSL and SS leave shall be used according to the terms and conditions of SS leave accumulated before the 1995–96 school year, and STPB leave and LPL may be used for these purposes as well. [See DEC(LEGAL)] Employees may use all forms of leave if they are relocated from the District due to military leave.
Limitations on Use of Personal Leave	Use of STPB leave or LPL shall require Leadership Team approval in the following circumstances: • The first day of school or the day before a school holiday. • The last day of school or the day after a school holiday. • Days scheduled for end-of-semester or end-of-year examinations. • Days scheduled for state-mandated assessments. • Professional or staff development days. • The last teacher duty day of the school year. • Any other time the principal/supervisor determines that the employee's presence is critical to the instructional program or the operation of the school/department. No more than ten percent of the total staff of a school or department that exceeds ten people may be on personal leave at the same time.
Duration of Leave	The principal/work location supervisor or designee shall notify the employee in advance whether the request is granted or denied. In deciding whether to approve or deny state personal leave, the principal/work location supervisor shall not seek or consider the effect of the reasons for which an employee's request to use leave. The principal/work location supervisor shall, however, consider the effect of the employee's absence on the educational program or District's operations, as well as the availability of substitutes. Discretionary personal leave may not be taken for more than three consecutive days without the approval of the Superintendent or designee.

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No more than ten personal leave days shall be used in a school year. This shall not apply to an extended medical leave of absence approved by the chief human resource officer or designee. For purposes of this provision, the school year shall be measured from July 1 through June 30.

Absences for religious holidays days shall be exempt from this limitation.

Medical Certification

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

- The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
- The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor and approved by the Superintendent or designee;
- The employee requests leave due to a family emergency involving a medical illness of a member of the employee's family, which lasts more than five consecutive days;
- The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
- The employee requests FMLA leave for military caregiver purposes. The employee shall provide medical certification within 15 calendar days of the last day worked or as soon as practicable.

An employee on approved FMLA leave shall continue to provide medical certification of the illness or disability on either (1) the date indicated on the original certification or (2) at 30-day intervals, whichever is later.

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

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

Use of Local Sick Leave

Upon reporting to active service, an employee's account shall be credited with the full allowance of LSL. Should an employee resign or cease to be employed before the end of the school year or employment period, the leave allowance shall be prorated on the basis of time served, and the employee shall reimburse the District for days used in excess of the prorated allowance at the employee's regular rate of pay. [See also Leave Proration, above]

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Employees who are absent shall be charged leave as used even if a substitute is not employed.

LSL shall accumulate without limit.

[See Guidelines Regarding Use, above, for when LSL may be used by an employee.]

Family and Medical Leave

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.

Twelve-Month Period

Combined Leave for Spouses

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

An employee may use LSL for leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Intermittent or Reduced-Schedule Leave

The District shall not permit use of intermittent or reduced-schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced-schedule leave due to a medical necessity.]

Certification of Leave

If an employee requests leave, the employee shall provide certification, 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. The District shall provide a list of essential job functions to the employee with the FMLA designation notice, if applicable.

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]

Upon expiration of FMLA leave, all District-paid benefits shall cease when an employee has exhausted all forms of paid leave.

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Employees may continue to participate in the District's group insurance programs but must pay for coverage.

Temporary Disability Leave

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. Recertification shall be required at 30-day intervals. Temporary disability shall run concurrently with FMLA leave and/or workers' compensation. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

If temporary disability is foreseen, then the request for temporary disability leave must be completed 30 days in advance. If the temporary disability is unforeseen, then the request must be submitted within 15 calendar days of the last day worked or as soon as practicable. An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.

Unpaid Personal Leave

An employee who is eligible for district health care benefits and who is not eligible for temporary disability leave may apply for an unpaid personal leave (UPL) of absence for up to 90 calendar days. UPL shall be taken under the same circumstances as FMLA leave. The leave request must be accompanied by medical certification from a qualified health-care provider supporting the need for leave.

Catastrophic Leave Benefit

A full-time employee or immediate family member diagnosed with a catastrophic illness or injury who is on approved FMLA leave and who has exhausted all other forms of paid leave may apply for 30 days of paid catastrophic leave annually to a lifetime maximum of 60 days per employee.

Sick Leave Bank

The District shall establish a Sick Leave Bank (SLB) that employees may join through voluntary contribution of local leave.

The Superintendent or designee shall develop administrative procedures for the operation of the SLB.

Sick Leave Bank Committee

The Superintendent shall appoint an employee Sick Leave Bank Committee (SLBC) to oversee the operation of the SLB. SLBC membership criteria and selection process shall be included in administrative procedures.

Eligibility and Membership

Any employee may enroll in the SLB if:

- The employee is eligible for District health care benefits.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

- The employee has completed 12 months of employment with the District and has earned and accrued one local leave day.
- The employee has submitted registration during the membership window, as set forth in administrative procedures.

Use of Leave

Leave contributed to the SLB shall be solely for the use of participating members. An employee who is a member of the SLB and has exhausted all available leave may request leave from the SLB if the employee or a member of the employee's immediate family experiences illness or injury.

Limitations

Use of the SLB shall be limited to the number of days available annually in the SLB.

An individual staff member may be granted days by the SLB only once during a school year.

An employee receiving days from the SLB shall not earn local sick leave.

Application

Employees shall complete and submit a request for use of the SLB. The request shall be submitted to SLBC for review and approval. If the member is unable to request leave days from the SLB, a member of the employee's family may submit the request on behalf of the employee.

All forms for participation in the SLB shall be available from and submitted to the Human Resources Department.

Applications must be submitted in accordance with administrative procedures.

An individual employee may be granted days by the SLBC for a maximum of 30 days in a given school year.

Assault Leave

Absences due to assault leave, as defined by the Texas Education Code, Section 22.003, shall not be deducted from accrued leave or designated as FMLA leave. An employee on assault leave shall receive workers' compensation wage benefits supplemented by the District up to the pre-assault weekly salary.

Incidents associated with assault leave shall be investigated by the District and, if not appropriately classified, the leave type shall be changed to workers' compensation and the employee's leave charged for any payments in excess of his or her entitlement under workers' compensation. If leave is not available, the employee's pay shall be reduced.

**Workers'
Compensation**

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Note: 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, as applicable.

An employee absent because of a job-related injury or illness shall be assigned to family and medical leave, if applicable.

An employee eligible for workers' compensation wage benefits and not on assault leave shall indicate whether he or she chooses to:

- Receive workers' compensation wage benefits; or
- Use available paid leave. Workers' compensation wage benefits shall begin when:
 - Paid leave is exhausted; or

Restricted Duty

If a physician recommends restricted duty, the District may approve the employee's return to duty subject to the availability of a position allowing designated restrictions. An employee assigned to restricted duty who is not on FMLA leave and who refuses to accept the assignment may be subject to termination of his or her employment. Notwithstanding anything to the contrary here, if the employee has a disability as that term is defined under the ADA or the Texas Commission on Human Rights Act (TCHRA), the District's policies under the ADA and/or the TCHRA, as applicable, shall apply.

Leave of Absence

A leave of absence may be granted by the chief human resources officer or designee to any employee, provided the employee makes a written request to the chief human resources officer and states an acceptable reason for the request.

The written request shall specify in exact and complete terms the reason for the leave. Falsifying or purposely misstating reasons may result in termination of the individual from employment with the District, in accordance with Board policies.

The employee shall notify the chief human resources officer or designee of his or her intention to return to active duty, in writing, at least 30 days before the expiration of the leave period. Failure to do so shall be deemed a resignation.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Upon returning from leave, attempts shall be made to place the employee in a comparable position. There is no assurance that an assignment will be available for the employee upon return from unpaid personal leave.

While on an approved leave of absence, the benefits that the employee earned as a result of the employee's years of employment in the District shall be protected; however, an employee who resigns and is later reemployed by the District shall be considered a new employee and shall receive no benefits that accrue to employees with a record of uninterrupted service.

*Developmental
Leave*

A professional employee who has served the District at least five consecutive school years may apply for a full or half year's academic unpaid leave of absence for approved research, travel, study as a full-time student in a college or university, or other suitable purpose. The request shall include the proposal for research, the length of time, and the product or method of verification for the developmental leave. The plan shall be approved by the Board.

The product or method of verification shall be presented to the chief human resources officer or designee prior to return from leave. In case of failure to comply with the requirement of full-time study without reason acceptable to the Board, the employee shall not be eligible for rehire at the end of the leave period.

**Fulbright Teacher
Exchange Program**

The District shall participate in the Fulbright Teacher Exchange Program to help promote mutual understanding between the people of the United States and the people of other countries through educational exchange. Teachers and administrators wishing to participate in the exchange program shall apply for approval to the Superintendent or designee. Employees approved by the Superintendent or designee and selected for the exchange program shall be compensated in accordance with the terms of the program.

**Compensation
During Closure**

Employees who are required to work during an emergency closure of the District or their respective campus(es) or facility shall be compensated in accordance with DEA(LOCAL) and administrative procedures.

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Review: Minutes of Previous Meetings
Reference: Board Policy BE (Local)
Department: Office of the Superintendent

Recommendation

Consideration and possible approval of minutes of the following Fort Bend ISD Board of Trustee meetings:

- January 11, 2021: Called Meeting and Agenda Review
- January 19, 2021: Regular Business Meeting
- January 25, 2021: Special Called Meeting

Summary

Board Policy BE (Local) states, "Board action shall be carefully recorded by the Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the President and the Secretary of the Board."

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Garrett Rosier
Recording Secretary

Minutes
Board of Trustees
Called Meeting and Agenda Review
January 11, 2021

A Board of Trustees Agenda Review Meeting was held on Monday, January 11, 2021, beginning at 6:00 PM in the Event Center of the James Reese Career and Technical Center located at 12300 University Blvd., Sugar Land, Texas. Members of the public viewed the Live Stream of the meeting at the following address: <https://www.fortbendisd.com/January11LIVESTREAM>. Members of the public also registered to address the Board at the following address: <https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Agenda%20Review%20Address%20Form.pdf>. Requests to address the Board were submitted no later than 4:30 p.m. on the day of the meeting. It was the Board of Trustees' intent that a quorum of the Board of Trustees would be physically present at this location, although one or more Trustees may have participated by video conference. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Organization/649>. This meeting was recorded as required by law and the recording is available to the public at:

https://www.youtube.com/watch?v=eWH_9J-_vQo

Presiding Officer.....Ms. Addie Heyliger, President

Board Members Present

Mr. Dave Rosenthal, Vice President (via video conference)
Mrs. Grayle James, Secretary (via video conference)
Mrs. Angie Hanan
Mr. Jim Rice
Dr. Shirley Rose-Gilliam
Ms. Denetta Williams (via video conference)

School Officials Present

Charles E. Dupre, Ed.D., Superintendent of Schools
Diana Sayavedra, Deputy Superintendent of Schools
Joe Rodriguez, Ed.D., Chief of Schools
Anthony Indelicato, Ed.D., Chief of Staff and Collaborative Communities
Beth Martinez, Chief Academic Officer
Veronica Sopher, Chief Communications Officer
Bryan Guinn, Chief Financial Officer
Long Pham, Chief Information Officer
Oscar Perez, Chief Operations Officer
Robert Scamardo, FBISD General Counsel
Gwyn Touchet, Chief Human Resources and Organizational Transformation Officer
David Rider, Chief of FBISD Police Department
Garrett Rosier, Recording Secretary

Others Present

Jonathan Brush, Attorney, Rogers, Morris, and Grover Law Firm
Jonathan Frels, Bracewell Securities, LLP
Raul Villaseñor, Hilltop Securities
Staff and Employees

1. Meeting Called to Order

President Heyliger called the meeting to order at 6:00 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and manner required by law.

2. Information

A. Board Governance

1. Update on Ongoing Efforts to Support Student Learning During COVID

Dr. Charles Dupre, Superintendent of Schools, provided an update on the District's COVID response including:

- The number of Face-to-Face instruction students versus online students
- COVID vaccinations for staff
- COVID contact tracing

2. Bond Oversight Committee Report

The Administration provided the Bond Oversight Committee Report.

Oscar Perez, Chief Operating Officer, discussed the following aspects of the Bond Oversight Committee Report:

- Contract Updates
- Bond Program Financials
- Small Business Initiative
- Meadows Elementary School Rebuild
- Neill Elementary School Additions/Renovations
- Lakeview Elementary School Rebuild
- High School 12 Construction
- Madden Elementary School Addition
- Ronnie Davis Agricultural Barn Construction
- New Construction/Renovation Progress
- Construction Work in Progress
- Facilities Assessment for Future Bond
- Transportation

Veronica Sopher, Chief Communications Officer, discussed the following aspect of the Bond Oversight Committee Report:

- Communications Plan Update

Long Pham, Chief Information Officer, discussed the following aspect of the Bond Oversight Committee Report:

- Information Technology as it relates to the 2018 Bond

David Rider, Chief, Fort Bend ISD Police Department, discussed the following aspect of the Bond Oversight Committee Report:

- Safety and Security

Joanne Gore, Bond Oversight Committee Chair, discussed the following aspects of the Bond Oversight Committee Report:

- Member overview
- Committee purpose
- Committee efforts to date

Mrs. Hanan asked that the Administration consider engaging students and stakeholders in real-life, problem-based learning activities like looking ahead to what goes into conducting a Bond.

3. District Debt Program Overview

Bryan Guinn, Chief Financial Officer, provided an overview of the District's Debt Program.

Mr. Guinn discussed the following aspects of the Debt Management Program:

1. How does the District Manage Debt		2. Statutes and Policies that Govern Debt		3. Disclosure Strategy
4. Offering Document Review Process		5. Debt Management Team		6. Debt Management Tools
7. Results: Past Refundings		8. Results: Debt Ratios		9. Current Debt Outstanding
10. Summary of Outstanding Debt		11. Callable Bonds as of December 31, 2020		12. Commercial Paper Savings
13. Weighted Average Analysis		14. Parameter Orders		15. Other Items for Consideration

Mrs. James requested that the Administration revise the titles for agenda items 3C2 and 3C3 so that they include New Money, Refunding Bonds, and Refunding of Commercial Paper.

3. Review

A. Board Governance

1. Review Revisions to Local Board Policies

a. FFAE (Local): Wellness and Health Services: School-Based Health Centers

b. FFB (Local): Student Welfare: Crisis Intervention

c. FFBA (Local): Crisis Intervention: Trauma-Informed Care

Mrs. James announced that all the policies went through the Board Policy Committee.

Dr. Pilar Westbrook, Executive Director of Social-Emotional Learning and Comprehensive Health Services provided a brief explanation of Board Local Policies FFBA, FFAE, and FFB.

Ms. Williams requested that the Administration verify if the District held the school-based health center public meeting as mandated by Texas Education Code, Chapter 38.

Ms. Williams asked for a copy of the Texas Education Code, Chapter 38-mandated intake form the District uses to assess students in the school-based health centers.

Dr. Rose-Gilliam requested that the Administration clarify how the District disseminates information to parents who need to request mental health support for their child but are not aware of the existence of the District's school-based health centers.

Ms. Williams requested that the Board and Administration research the validity of the companies that the District has hired to provide mental health services to ensure that the companies are not abusing the Medicaid system.

Ms. Heyliger requested that the Administration ensure that there is a mental health assessment component involved when law enforcement officers are involved with a case.

2. Review Proposed Order of Election to be held May 1, 2021

The Administration seeks Board approval of holding a general election on May 1, 2021 to fill the three-year term of office for Trustee Positions 2 and 6 currently held by Mrs. Grayle James and Ms. Addie Heyliger, respectively.

Mrs. James requested that the Administration ensure that there are early voting sites in the Bush High School feeder pattern and on the District's East Side along the FM 521 Corridor.

Dr. Dupre asked the Board for permission to discuss agenda items 3A3, 3A4, and 3A5 at the same time as a single item. President Heyliger granted this request.

3. Review District Improvement Plan Performance Objectives for the 2020-21 School Year

The Administration seeks Board approval of the District Performance Objectives, included in the District Improvement Plan, for the 2020-21 school year.

4. Review Campus Improvement Plan Performance Objectives for the 2020-21 School Year

The Administration seeks Board approval of the Campus Performance Objectives, included in the District Improvement Plan, for the 2020-21 school year.

5. Review 2020-21 Superintendent Evaluation Instrument

The Administration seeks Board approval of the 2020-21 Superintendent Evaluation Instrument.

Dr. Rose-Gilliam, Ms. Hanan, and Mrs. James requested that the Administration provide the Trustees more information on what the District is doing, in real-time, to address student performance concerns.

Mrs. James requested that the Administration break down future student performance data into two categories: those students attending face-to-face learning and those students enrolled in online learning.

Mrs. Hanan requested that the Administration provide clarity to what the District means when using the word 'enrichment' as it relates to performance objectives.

Ms. Williams requested that the Administration provide the Trustees more information regarding what is being done to assist the 31% of District students who failed Term 1.

Ms. Williams requested that the Administration create a committee and/or program to assist disadvantaged students not able to attend school due to evictions, lack of clothing and food, etc.

6. Review Previous Meeting Minutes

The Administration seeks Board approval of minutes of the following Fort Bend ISD Board of Trustee meetings:

a. December 7, 2020: Called Meeting and Agenda Review

b. December 14, 2020: Regular Business Meeting

Mrs. Hanan requested that the Administration correct the December 14, 2020 meeting minutes to reflect that she was just reading information from the School Nutrition Foundation. She was not asking for the information to be noted in Board Local Policy FFA.

B. Board Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum

1. Review Purchases Exceeding \$50,000, Specifically for:

a. Review the Purchase of Online Virtual Staffing Services and Related Items

The Administration seeks Board approval of the purchase of online virtual staffing services and related items under a cooperative contract with Education Service Center Region 19 in an amount not-to-exceed \$3,000,000 and authorization for the Superintendent to negotiate and execute the agreement through August 31, 2024. Vendor: Proximity Learning. Fund Sources: General Fund and Special Revenue Funds.

C. Scalable Systems

1. Review Resolution Expressing Intent to Finance Expenditures Incurred in Conjunction with the 2014 and 2018 Bond Programs

The Administration seeks Board approval of a resolution expressing the intent to finance expenditures to be incurred in conjunction with the 2018 and 2014 Bond Programs and for costs for the assessment of District facilities and related design, construction, acquisition, and equipment activities identified as part of the District's capital improvement planning.

2. Review Fixed-Rate Order Authorizing the Issuance of New Money and Refunding Bonds

The Administration seeks Board approval of an order authorizing the issuance of FBISD Unlimited Tax School Building and Refunding Bonds, which may be issued in one or more series; providing for the award of the sale thereof in accordance with specified parameters; and enacting other provisions relating thereto. In connection with the two outstanding bond programs below, the District has the following voted authorization, amounts issued, and amounts unissued:

Election	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
2014 Election (Proposition No. 1)	\$484,000,000	\$442,000,000	\$42,000,000
2018 Election (Proposition A)	\$992,600,000	\$388,120,000	\$604,480,000

3. Review Order Authorizing the Issuance of a Variable-Rate Bond Order for Refunding Commercial Paper

The Administration seeks Board approval of an order authorizing the issuance of FBISD Variable-Rate Unlimited Tax Refunding Bonds, which may be issued in one or

more series; providing for the award of the sale thereof in accordance with specified parameters; and enacting other provisions relating thereto.

In connection with the two outstanding bond programs listed below, the District has the following voted authorization, amounts issued, and amounts unissued:

Election	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
2014 Election (Proposition No. 1)	\$484,000,000	\$442,000,000	\$42,000,000
2018 Election (Proposition A)	\$992,600,000	\$388,120,000	\$604,480,000

4. Review Order Authorizing the Conversion of FBISD Variable-Rate Unlimited Tax Refunding Bonds, Service 2017D, to a New Rate Period and Authorizing the Preparation of a Remarketing Memorandum

The Administration seeks Board approval of an order authorizing the conversion of the Fort Bend Independent School District variable-rate unlimited tax refunding bonds, Series 2017D, to a New Rate Period; authorizing the preparation of a Remarketing Memorandum; and enacting other provisions relating thereto.

5. Review Order Authorizing Amendments to the Revolving Credit Agreement and Note Purchase Agreement Supporting the Fort Bend ISD Unlimited Tax Commercial Paper Program

The Administration seeks Board approval of an order authorizing amendments to the Revolving Credit Agreement and Note Purchase Agreement supporting the Fort Bend Independent School District Unlimited Tax Commercial Paper Program.

6. Review 12-Month Extension of the Existing Lease Contract with Mobile Modular Management Corporation for the 12-Classroom Modular Building at Barrington Place Elementary School

The Administration seeks Board approval of a non-binding, 12-month extension to the existing lease contract with Mobile Modular Management Corporation for the 12-classroom modular building located at Barrington Place ES, and authorization for the Superintendent to negotiate and execute or terminate the respective contract. The following table summarizes the anticipated costs with leasing the modular buildings for an additional 12 months, starting in January 2021.

Estimated Budget	Cost
Modular Building – 12-month lease	\$162,000
Contingency (10%)	\$16,000
Total Estimated Budget – (12-month lease)	\$178,000

7. Review Agreement with Texas Air Systems to Replace Three Pool Dehumidification Units at the Don Cook Natatorium

The Administration seeks Board approval of an agreement with Texas Air Systems, a BuyBoard Cooperative vendor, to replace three pool dehumidification units at Don Cook Natatorium for a not-to-exceed amount of \$1,279,490, utilization of Bond 2014 Program Contingency to fund the project, and authorization for the Superintendent to negotiate, execute and/or terminate the respective agreements.

D. 2014 Bond Program

1. Review the Use of the 2014 Bond Program Contingency as Proposed

The Administration seeks Board approval of the use of the 2014 Bond Program Contingency as presented. The following table reflects the program contingency balance as of January 2021. These totals are subject to change daily as change orders are approved and budgets from completed projects are closed out.

Description	Budget (Shortage)/Surplus
Cumulative Program Contingency as of November 30, 2020	\$17,833,473.36
<i>Contributions</i>	
Contribution Sub-Total	\$0
<i>Uses</i>	
Replacement of Dehumidifiers at Don Cook Natatorium	(\$1,279,490.00)
Use Sub-Total	(\$1,279,490.00)
Net Proposed Activity January 2021	(\$1,279,490.00)
Cumulative Bond Program Contingency as of January 2021	\$16,553,983.36

4. Audience Responses to Agenda Items Posted for this Meeting

None.

5. Action

None.

6. Convene in Closed Session

The Trustees convened in closed session at 9:06 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 – For a private consultation with their attorney on any or all subjects or matters authorized by law; Section 551.072 – Consider purchase, exchange, lease, or value of real property; Section 551.074 – Personnel matters;

Section 551.076 – Security matters; Section 551.082 – Student discipline matter or complaint; Section 551.0821 – Personally identifiable information about public school students.

7. Reconvene in Open Session

The Trustees reconvened in open session at 9:46 p.m.

8. Consider Action on Closed Session Items

None.

9. Adjournment

Having no further business before the Board, MOTION was made by Mr. Rice to adjourn the meeting at 9:46 p.m.

Addie Heyliger, President

Grayle James, Secretary

Minutes
Board of Trustees
Regular Business Meeting
January 19, 2021

A Board of Trustees Regular Business Meeting was held on Tuesday, January 19, 2021, beginning at 6:00 PM in the Event Center of the James Reese Career and Technical Center located at 12300 University Blvd., Sugar Land, Texas. Members of the public viewed the Live Stream of the meeting at the following address: <https://www.fortbendisd.com/January19LIVESTREAM>. Members of the public also registered to address the Board at the following address: <https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Regular%20Business%20Address%20Form%201-12-21.pdf>. Requests to address the Board were submitted no later than 4:30 p.m. on the day of the meeting. It was the Board of Trustees' intent that a quorum of the Board of Trustees would be physically present at this location, although one or more Trustees may have participated by video conference. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Organization/649>. This meeting was recorded as required by law and the recording is available to the public at:

<https://www.youtube.com/watch?v=szPse9YccuU>

Presiding Officer.....Ms. Addie Heyliger, President

Board Members Present

Mr. Dave Rosenthal, Vice President (via video conference)
Mrs. Grayle James, Secretary (via video conference)
Mrs. Angie Hanan
Dr. Shirley Rose-Gilliam
Ms. Denetta Williams (via video conference/did not return from closed session)

School Officials Present

Charles E. Dupre, Ed.D., Superintendent of Schools
Diana Sayavedra, Deputy Superintendent of Schools
Joe Rodriguez, Ed.D., Chief of Schools
Anthony Indelicato, Ed.D., Chief of Staff and Collaborative Communities
Beth Martinez, Chief Academic Officer
Veronica Sopher, Chief Communications Officer
Bryan Guinn, Chief Financial Officer
Oscar Perez, Chief Operations Officer
Robert Scamardo, FBISD General Counsel
Gwyn Touchet, Chief Human Resources and Organizational Transformation Officer
Garrett Rosier, Recording Secretary

Board Member Absent

Mr. Jim Rice

Others Present

Rick Morris, Board Counsel
Staff and Employees

1-3. Meeting Called to Order, Pledges of Allegiance, Silent Invocation

President Heyliger called the meeting to order at 6:00 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and manner required by law. Ms. Heyliger then asked the audience to join the Board in the Pledges of Allegiance, led by Marina Elizondo-Collado, a senior at Ridge Point High School. Finally, Ms. Heyliger asked the Board and audience to remain standing for the Silent Invocation.

Prior to beginning the recognitions, Ms. Heyliger moved agenda item 14A1 from its current position following closed session, to after agenda item 9.

4. Recognitions

The Board recognized:

Dr. Amber Grady, Associate Principal at Lake Olympia Middle School, for being selected as the Texas Association of Secondary School Principals, Assistant Principal of the Year.

The Administration, on behalf of the entire Fort Bend ISD community, recognized the Fort Bend ISD Board of Trustees for their commitment and service to the District in honor of School Board Recognition Month.

Board Officers:

- Addie Heyliger, President
- Dave Rosenthal, Vice President
- Grayle James, Secretary

Members:

- Dr. Shirley Gilliam
- Angie Hanan
- Jim Rice
- Denetta Williams

The following individuals performed for, or presented gifts to the Trustees in honor of Board Appreciation Month:

Student Performers:

- Kennedi Glover, Marshall High School
- Kacey Glover, Marshall High School
- Kendall Glover, Marshall High School
- Director: Nancy Lynch

Singers:

- Marina Elizondo-Collado, Senior, Ridge Point High School
- Lucia Elizondo-Collado, Sophomore, Ridge Point High School
- Isabela Elizondo-Collado, Sophomore, Ridge Point High School
 - “When You Believe”, from the Disney movie *Prince of Egypt*.
- Assistant Choir Director: De'Evin Johnson

Gift Presenters:

- Fahmi Khan, Fine Arts Coordinator
- Amanda Levermann, Art teacher from Settlers Way Elementary School
- Olivia Hooper, Art teacher from Austin Parkway Elementary School
- Katie Komos, Art teacher from Dulles Middle School

Ms. Heyliger thanked the James Reese Career and Technical Center Culinary Arts students for making the Board's dinner.

5. Audience Items

Ms. Prince addressed the Trustees regarding District recordkeeping concerns.

Ms. Khalil addressed the Trustees regarding grievances.

Ms. Sule, and several Girl Scout Brownies, Girl Scout Cadets, and Girl Scouts thanked the Trustees on behalf of the San Jacinto Chapter of the Girl Scouts of America.

6. Information

A. Board Governance

1. Update on Ongoing Efforts to Support Student Learning During COVID

Dr. Charles Dupre, Superintendent of Schools, provided an update on the District's COVID response and Travis High School's temporary pivot to fully online, remote learning.

2. COVID-19 Procurement Update

Bryan Guinn, Chief Financial Officer, provided an update on vendor payments related to the District's COVID-19 efforts through October 31, 2020.

October 2020:

Vendor	Purpose	Amount
Dongalen Enterprises, Inc.	Sneeze guards	\$1,500
Forsyte IT Solutions, LLC.	Cloud management gateway for online learning	\$9,024
Go IT	Staff augmentation for campus laptop cart configuration and distribution	\$20,000
Verizon Wireless	Hot spots	\$398,100
TOTAL:		\$428,624

Cumulative Expenditures:

Month (2020)	Items Purchased	Amount
April	Hotspots for online learning; Online SPED forms	45,507
May	Online SPED forms	572
June	No expenditures	0
July	Touch-free hand sanitizer stations	36,000
August	Hot spots, device disinfectant, water fountain locking seals	458,954
September	Plexiglass/sneeze guards, device disinfectant, water fountain locking seals, online meeting platform	98,034
October	Sneeze guards, cloud management gateway, staff augmentation, hot spots	428,624
Total		1,067,691

The Board of Trustees rescinded the Resolution of Emergency Declaration on October 19, 2020; therefore staff is providing a final report of all purchase obligations made with non-awarded vendors that occurred between March 13, 2020 and October 19, 2020. The table below reflects those purchase orders.

Non-Awarded Vendor	Purpose	Purchase Order Amount
Aspen Imaging, LLC	Plexiglass for Board Room	\$3,335
AT&T Mobility	Service for hot spots	\$696,396
A-Tech Communications	Cabling for online learning	\$4,196
CarahSoft - Salesforce	Contact Tracing Software	\$144,605
Connected Solutions Group	Hot spots	\$83,239
Dongalen Enterprises, Inc.	Sneeze guards	\$20,343
IBM - Contact Tracing Call Center	Contact tracing call center	\$5,189,000
IBM - Implementation	Contact tracing software implementation	\$155,000
Infection Controls, Inc.	IT device disinfectant	\$7,671

Maxim	Temporary hires - nurses	\$196,200
OEM Materials & Supplies	Touch-free hand sanitizer stations	\$36,000
Region IV ESC	Hot spots	\$454,400
Tricor Direct, Inc.	Water fountain locking seals	\$23,204
Verizon Wireless	Hot spots	\$1,435,236
Western Psychology Services	SPED online forms	\$4,064
Zoom Video Communications, Inc.	Online meeting platform	\$56,460
TOTAL		\$8,509,349

7. Board Members' Report

A. Activity Report

Mrs. James reported that the Trustees had attended and/or participated in the following activities since the December 14, 2020 Regular Board Meeting: Board Workshop Meeting; New Trustee Orientation Meeting, Part Two; Student Achievement Discussion; Financial Overview Meeting; Governance Committee Meeting; Student Leadership 101, Session 4; TASB New Board Member Launch Virtual Event; Board Audit Committee Orientation Meeting; Board Policy Committee Orientation Meeting; Policy Committee Meeting; Mentoring Elementary School Students; Legislative Meetings with Texas State Representatives; Football Playoff Games; State Board of Education, District 8, Oath of Office Ceremony; SHAC Legislative Committee Meeting; Gifted Education Family Network Executive Board Meeting; FBISD Gifted and Talented Task Force Acceleration Subcommittee Meetings; "What Does Giftedness Look Like" Virtual Event presented by Dr. Kristina Henry Collins; Fort Bend Association of Parents for Academic Excellence Executive Board Meeting; TASB Executive Director Search Meeting; and Regular Board Meeting.

B. Special Reports

None.

Prior to the motion accepting the Consent Agenda, Ms. Heyliger requested that agenda item 8A1a be pulled from consideration.

8. Consent Agenda

MOTION was made by Mrs. James and SECONDED by Mrs. Hanan that the Board of Trustees accept the Consent Agenda as presented with the exception of item 8A1a . Following discussion, MOTION CARRIED. Ayes 5 – Noes 1.

A. Board Governance

1. Consider Approval of Revisions to Local Board Policies

b. FFB (Local): Student Welfare: Crisis Intervention

c. FFBA (Local): Crisis Intervention: Trauma-Informed Care

2. Consider Approval of Proposed Order of Election to be held May 1, 2021

The Administration requested Board approval of holding a general election on May 1, 2021 to fill the three-year term of office for Trustee Positions 2 and 6 currently held by Mrs. Grayle James and Ms. Addie Heyliger, respectively.

3. Consider Approval of District Improvement Plan Performance Objectives for the 2020-21 School Year

The Administration requested Board approval of the District Performance Objectives, included in the District Improvement Plan, for the 2020-21 school year.

4. Consider Approval of Campus Improvement Plan Performance Objectives for the 2020-21 School Year

The Administration requested Board approval of the Campus Performance Objectives, included in the District Improvement Plan, for the 2020-21 school year.

5. Consider Approval of 2020-21 Superintendent Evaluation Instrument

The Administration requested Board approval of the 2020-21 Superintendent Evaluation Instrument.

6. Consider Approval of Previous Meeting Minutes

The Administration requested Board approval of minutes of the following Fort Bend ISD Board of Trustee meetings:

a. December 7, 2020: Called Meeting and Agenda Review

b. December 14, 2020: Regular Business Meeting

B. Board Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum

1. Consider Approval of Purchases Exceeding \$50,000, Specifically for:

a. Consider Approval of the Purchase of Online Virtual Staffing Services and Related Items

The Administration requested Board approval of the purchase of online virtual staffing services and related items under a cooperative contract with Education Service Center Region 19 in an amount not-to-exceed \$3,000,000 and authorization for the Superintendent to negotiate and execute the agreement through August 31, 2024. Vendor: Proximity Learning. Fund Sources: General Fund and Special Revenue Funds.

C. Scalable Systems

1. Consider Approval of Resolution Expressing Intent to Finance Expenditures Incurred in Conjunction with the 2014 and 2018 Bond Programs

The Administration requested Board approval of a resolution expressing the intent to finance expenditures to be incurred in conjunction with the 2018 and 2014 Bond Programs and for costs for the assessment of District facilities and related design, construction, acquisition, and equipment activities identified as part of the District's capital improvement planning.

2. Consider Approval of Fixed-Rate Order Authorizing the Issuance of New Money, Refunding Bonds, and Refunding Commercial Paper

The Administration requested Board approval of an order authorizing the issuance of FBISD Unlimited Tax School Building and Refunding Bonds, which may be issued in one or more series; providing for the award of the sale thereof in accordance with specified parameters; and enacting other provisions relating thereto. In connection with the two outstanding bond programs below, the District has the following voted authorization, amounts issued, and amounts unissued:

Election	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
2014 Election (Proposition No. 1)	\$484,000,000	\$442,000,000	\$42,000,000
2018 Election (Proposition A)	\$992,600,000	\$388,120,000	\$604,480,000

3. Consider Approval of a Variable-Rate Order Authorizing the Issuance of New Money, Refunding Bonds, and Refunding Commercial Paper

The Administration requested Board approval of an order authorizing the issuance of FBISD Variable-Rate Unlimited Tax Refunding Bonds, which may be issued in one or more series; providing for the award of the sale thereof in accordance with specified parameters; and enacting other provisions relating thereto.

In connection with the two outstanding bond programs listed below, the District has the following voted authorization, amounts issued, and amounts unissued:

Election	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
2014 Election (Proposition No. 1)	\$484,000,000	\$442,000,000	\$42,000,000
2018 Election (Proposition A)	\$992,600,000	\$388,120,000	\$604,480,000

4. Consider Approval of Order Authorizing the Conversion of FBISD Variable-Rate Unlimited Tax Refunding Bonds, Series 2017D, to a New Rate Period and Authorizing the Preparation of a Remarketing Memorandum

The Administration requested Board approval of an order authorizing the conversion of the Fort Bend Independent School District variable-rate unlimited tax refunding bonds, Series 2017D, to a New Rate Period; authorizing the preparation of a Remarketing Memorandum; and enacting other provisions relating thereto.

5. Consider Approval of Order Authorizing Amendments to the Revolving Credit Agreement and Note Purchase Agreement Supporting the Fort Bend ISD Unlimited Tax Commercial Paper Program

The Administration requested Board approval of an order authorizing amendments to the Revolving Credit Agreement and Note Purchase Agreement supporting the Fort Bend Independent School District Unlimited Tax Commercial Paper Program.

6. Consider Approval of 12-Month Extension of the Existing Lease Contract with Mobile Modular Management Corporation for the 12-Classroom Modular Building at Barrington Place Elementary School

The Administration requested Board approval of a non-binding, 12-month extension to the existing lease contract with Mobile Modular Management Corporation for the 12-classroom modular building located at Barrington Place ES, and authorization for the Superintendent to negotiate and execute or terminate the respective contract. The following table summarizes the anticipated costs with leasing the modular buildings for an additional 12 months, starting in January 2021.

Estimated Budget	Cost
Modular Building – 12-month lease	\$162,000
Contingency (10%)	\$16,000
Total Estimated Budget – (12-month lease)	\$178,000

7. Consider Approval of Agreement with Texas Air Systems to Replace Three Pool Dehumidification Units at the Don Cook Natatorium

The Administration requested Board approval of an agreement with Texas Air Systems, a BuyBoard Cooperative vendor, to replace three pool dehumidification units at Don Cook Natatorium for a not-to-exceed amount of \$1,279,490, utilization of Bond 2014 Program Contingency to fund the project, and authorization for the Superintendent to negotiate, execute and/or terminate the respective agreements.

D. 2014 Bond Program

1. Consider Approval of the Use of the 2014 Bond Program Contingency as Proposed

The Administration requested Board approval of the use of the 2014 Bond Program Contingency as presented. The following table reflects the program contingency balance as of January 2021. These totals are subject to change daily as change orders are approved and budgets from completed projects are closed out.

Description	Budget (Shortage)/Surplus
Cumulative Program Contingency as of November 30, 2020	\$17,833,473.36
Contributions	
Contribution Sub-Total	\$0
Uses	
Replacement of Dehumidifiers at Don Cook Natatorium	(\$1,279,490.00)
Use Sub-Total	(\$1,279,490.00)
Net Proposed Activity January 2021	(\$1,279,490.00)
Cumulative Bond Program Contingency as of January 2021	\$16,553,983.36

Dr. Dupre acknowledged that the District made an error in not holding a public hearing on mental health clinics, as required by Texas Education Code, prior to starting up the clinics. Upon notification, the Texas Education Agency informed the District that there was no consequence for accidentally failing to hold the public hearing because the information presented in the August 12, 2019 Board Meeting was sufficient and fulfilled the requirement for the public hearing.

9. Action

None.

14. Information

A. Board Governance

1. Board Discussion Regarding Superintendent Search Process

The Trustees discussed the superintendent search process.

Mrs. James requested that the Administration provide the Trustees a list of the final series of questions asked to the vendors so the Board can verify that questions asked were answered.

Mrs. James requested that the Administration correct the date in Bonfire which states when the District will select the search firm.

10. Review Future Board Meeting Agenda Items

Dr. Dupre reviewed a list of future Board Meeting agenda items and workshop topics.

11. Convene in Closed Session

The Trustees convened in closed session at 7:41 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under Section 551.071 – For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law, and Section 551.082 – Student discipline matter or complaint.

A. Section 551.082: Student Discipline Matter or Complaint

1. Deliberate Scheduling Future Board Meetings to Hear Level III Grievance Appeals or Assigning the Level III Grievance Appeals to a Board Hearing Officer

12. Reconvene in Open Session

The Trustees reconvened in open session at 9:28 p.m.

13. Consider Action on Closed Session Items

MOTION was made by Mrs. James and SECONDED by Dr. Rose-Gilliam that the Board of Trustees assign the Level Three employee grievance appeal of Desmond Jones to Myra Schexnayder who will serve as the Board's designated hearing officer under Board Policy DGBA (Local). MOTION CARRIED. Ayes 5 – Noes 0.

Voting number disparity due to Mr. Rice not attending the meeting and Ms. Williams not returning to open session.

MOTION was made by Mrs. James and SECONDED by Mrs. Hanan that the Board of Trustees assign the Level Three employee grievance appeal of Jermaine Washington to Myra Schexnayder who will serve as the Board's designated hearing officer under Board Policy DGBA (Local). MOTION CARRIED. Ayes 5 – Noes 0.

Voting number disparity due to Mr. Rice not attending the meeting and Ms. Williams not returning to open session.

15. Adjournment

Having no further business before the Board, MOTION was made by Mrs. James to adjourn the meeting at 9:31 p.m.

Addie Heyliger, President

Grayle James, Secretary

Minutes
Board of Trustees
Special Called Meeting
January 25, 2021

A Board of Trustees Special Called Meeting was held on Monday, January 25, 2021, beginning at 6:00 PM in Room D-122 of the James Reese Career and Technical Center located at 12300 University Blvd., Sugar Land, Texas. It was the Board of Trustees' intent that a quorum of the Board of Trustees would be physically present at this location, although one or more Trustees may have participated via video conference. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Organization/649>.

Presiding Officer.....Ms. Addie Heyliger, President

Board Members Present

Mr. Dave Rosenthal, Vice President
Mrs. Grayle James, Secretary (via video conference)
Mrs. Angie Hanan
Mr. Jim Rice
Dr. Shirley Rose-Gilliam
Ms. Denetta Williams (via video conference)

School Officials Present

Charles E. Dupre, Ed.D., Superintendent of Schools
Brenda Essenburg, Executive Director of Business Services (via video conference)
Maya Polk-Thornton, Director, Material Management (via video conference)
Doris Emeka-Onyenwe, Senior Buyer (via video conference)
Garrett Rosier, Recording Secretary

Others Present

Rick Morris, Board Counsel

1. Meeting Called to Order

President Heyliger called the meeting to order at 6:01 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and manner required by law.

2. Convene in Closed Session

The Trustees convened in closed session at 6:01 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 – For a private consultation with their attorney on any or all subjects or matters authorized by law; Section 551.072 – Consider purchase, exchange, lease, or value of real property; Section 551.074 – Personnel matters; Section 551.076 – Security matters; Section 551.082 – Student discipline matter or complaint; Section 551.0821 – Personally identifiable information about public school students.

A. Superintendent Search

The Trustees discussed the ongoing superintendent search.

3. Reconvene in Open Session

The Trustees reconvened in open session at 7:49 p.m.

4. Adjournment

Having no further business before the Board, MOTION was made by Mrs. James to adjourn the meeting at 8:02 p.m.

Addie Heyliger, President

Grayle James, Secretary

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Review: Review 2021 – 22 School Calendar
References: Board Policy EB (Legal)
District Goal 1
Department: Human Resources & Organizational Transformation

Recommendation

Consideration and possible approval of the 2021-22 District Calendar and related staff development waiver.

Summary

The 2021-22 proposed District calendar was created through the collaboration of core design teams of stakeholders: teachers, principals, and District leaders; the Academic Advisory Council; a calendar committee comprised of students, staff, teachers, principals, parents, community members, and a Board member; input from students, teachers, and principals; and community feedback. The proposed calendar reflects guidelines identified as priorities by stakeholder groups and received a strong level of support in the public survey.

FBISD's Local Innovation Plan, adopted by the Board in March of 2017, provides flexibility to the start and end dates of instruction allowing the calendar committee to take steps toward an instructional calendar that is more innovative and serves the best interests of students. Per HB 2442, districts are required to develop school calendars that contain at least 75,600 operational minutes. The proposed calendar surpasses the required minimum of 840 operational minutes for bad weather. The Texas Education Agency (TEA) has recently recommended that coastal districts adopt calendars with a minimum of 78,000 minutes, as they do not anticipate granting waivers for districts missing more than two bad weather days. *Note:* TEA defines operational minutes as the time from the first school bell to the last school bell, or bell-to-bell.

The Administration will submit the staff development waiver through an online process following Board approval of the calendar and waiver submission. The action item includes approval of the staff development waiver, and the waiver will be for the 2021-22 school year only. The waiver provides for a maximum of 2,100 total waiver minutes to use for professional development. The proposed District calendar contains 2,100 waived staff development minutes and 330 non-waived minutes.

Key elements of the proposed calendar include:

- Provides a start date for students on August 11, 2021
- Includes three professional development days prior to the start of the school year with six professional development days embedded in the school year
- Maintains traditional holiday structure (a week-long Thanksgiving Break, a two-week Winter Break, a week-long Spring Break)
- Starts both semesters mid-week
- Concludes final exams and first semester before Winter Break
- Aligns Spring Break with most surrounding districts
- Provides a Fall elementary early release day for parent conferences
- Provides a total of 175 days of student instruction while maintaining the minimum requirement of 187 teacher contract days
- Concludes the school year prior to Memorial Day
- Includes at least 75,600 operational minutes, as required by the TEA, as well as at least 1865 additional operational minutes (exceeding the TEA required minimum of 840). The TEA requirement is the equivalent of two bad weather days, should FBISD need to cancel school during inclement weather.
- Includes at least one full day of professional learning or a holiday each month, allowing staff and students needed breaks to balance learning and to recharge.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Gwyn Touchet
Chief Human Resources & Organizational Transformation Officer

August

5-6, 9 Professional Learning Day
10 Teacher Work Day
11 First Day of Classes 1st Semester
Beginning of 1st Nine Weeks

September

6 Holiday/Labor Day
23 Elementary Parent Conf. & Early Release
24 Professional Learning Day / No Students

October

6 End of 1st Nine Weeks
7 Professional Learning Day/No Students
8 Professional Development/
Professional Learning Communities/No Students
11 Holiday
12 Beginning of 2nd Nine Weeks

November

22-26 Holiday/Thanksgiving Break

December

14-17 Exams
16 Early Release - MS/HS
17 Early Release - All Students
End of 1st Semester/End of 2nd Nine Weeks
20-24, 27-31 Holiday/Winter Break

January

3 Professional Learning Day/No Students
4 Professional Learning Day (4 Hours)
Teacher Work Day (3.5 Hours)
5 First Day of Classes 2nd Semester
Beginning of 3rd Nine Weeks
17 Holiday/Martin L. King, Jr. Day

February

18 Professional Learning Day/No Students

21 Holiday/President's Day

March

11 End of 3rd Nine Weeks
14-18 Holiday/Spring Break
21 Beginning of 4th Nine Weeks

April

15 Holiday

18 Professional Learning Day/No Students

May

23-26 Exams
25 Early Release - MS/HS
26 Early Release - All Students
Last Student Day/End of 2nd Semester/
End of 4th Nine Weeks
27 Teacher Work Day
TBD Graduation
30 Holiday/Memorial Day

July

4-8 District Offices and Campuses Closed

KEY

- Professional Learning - No Students [] Beginning/End of Nine Weeks
- Professional Development/Professional Learning Communities { } Exams
- Teacher Work Day - No Students [] Holiday
- First Day of Semester Classes [] Early Release - ES
- [] Early Release - MS & HS

This Calendar Reflects the Following	ES	MS	HS
Total Days of Instruction	175	175	175
Total Teacher Contract Days	187	187	187
Operational Minutes per Full Day	435	435	435
Operational Minutes per Early Release Days	240	270	245
Total Operational Minutes Pre-Waiver	75540	75465	75365
Waiver Minutes for Professional Learning	2100	2100	2100
Total Operational Min. w/ Approved Waivers	77640	77565	77465
Bank of Operational Minutes	2040	1965	1865

HB 2442 requires a minimum of 75,600 operational minutes with any applicable waivers and at least a minimum bank of 840 operational minutes. The bank of operational minutes can be used in the event of bad weather and other issues of health and safety. FBISD reserves the right to revise the calendar, pending Board approval, to meet the minimum required operational minutes each year.

S	M	T	W	T	F	S
August 2021						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1st Semester Grading Period	83 Days
1st Nine Weeks	8/11 - 10/6 39
2nd Nine Weeks	10/12 - 12/17 44

S	M	T	W	T	F	S
February 2022						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2nd Semester Grading Period	92 Days
3rd Nine Weeks	1/5 - 3/11 45
4th Nine Weeks	3/21 - 5/26 47

**Calendario
Escolar
2021 - 2022**

Agosto

5-6, 9 Día de capacitación profesional
10 Día de preparación para maestros
11 Primer día de clases del 1er semestre
Comienzo de las 1as nueve semanas

Septiembre

6 Día festivo/Día del Trabajo
23 Reunión p/padres de primaria, alumnos salen temprano
24 Día de capacitación profesional/Sin alumnos

Octubre

6 Fin de las 1as nueve semanas
7 Día de capacitación profesional/Sin alumnos
8 Día de capacitación profesional/
Comunidades de aprendizaje profesional/Sin alumnos
11 Día festivo
12 Primer día de clases del 2as nueve semanas

Noviembre

22-26 Días festivos/Vacaciones de Acción de Gracias

Diciembre

14-17 Exámenes
16 Alumnos de secundaria y preparatoria salen temprano
17 Todos los alumnos salen temprano
Fin del 1er semestre/Fin de las 2as nueve semanas
20-24, 27-31 Vacaciones de invierno

Enero

3 Día de capacitación profesional/Sin alumnos
4 Día de capacitación profesional (4 horas)
Día de preparación para maestros (3.5 horas)
5 Primer día de clases del 2º semestre
Comienzo de las 3as nueve semanas
17 Día festivo/Día de Martin L. King, Jr.

Febrero

18 Día de capacitación profesional/Sin alumnos
21 Día festivo/Día de los Presidentes

Marzo

11 Fin de las 3as nueve semanas
14-18 Vacaciones de primavera
21 Comienzo de las 4as nueve semanas

Abril

15 Día festivo
18 Día de capacitación profesional/Sin alumnos

Mayo

23-26 Exámenes
25 Alumnos de secundaria y preparatoria salen temprano
26 Todos los alumnos salen temprano
Último día de clases/Fin del 2º semestre/
Fin de las 4as nueve semanas
27 Día de preparación para maestros
Por anunciar Ceremonias de graduación
30 Día festivo/Día de los Caídos

Julio

4-8 Oficinas del Distrito y escuelas cerradas

LEYENDA

- Capacitación profesional - [] Comienzo/fin del trimestre (nueve semanas)
- Capacitación Profesional/Comunidades de Aprendizaje Profesional { } Exámenes
- Día festivo
- Día de preparación para maestros - No hay clases
- Primaria sale temprano
- Sec. y Prep. salen temprano
- Primer día de clases del semestre

Este calendario refleja lo siguiente:	Prim.	Sec.	Prep.
Total de días de clases	175	175	175
Total de días de trabajo para maestros	187	187	187
Minutos de servicio por día	435	435	435
Minutos de servicio cuando salen temprano	240	270	245
Minutos de servicio sin contar capacitación	75540	75465	75365
Minutos autorizados para capacitación profesional	2100	2100	2100
Minutos de servicio contando capacitación	77640	77565	77465
Reserva de minutos de servicio	2040	1965	1865

La ley HB 2442 exige un mínimo de 75,600 minutos de servicio sin contar cualquier permiso vigente y una reserva mínima de 840 minutos de servicio. La reserva puede utilizarse en caso de cancelaciones por mal tiempo o en otros casos por salud y seguridad. FBISD se reserva el derecho a revisar el calendario, sujeto a aprobación de la Mesa para cumplir con el mínimo de minutos de servicio.

Agosto 2021

D	L	M	M	J	V	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Septiembre 2021

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Octubre 2021

				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Noviembre 2021

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Diciembre 2021

	1	2	3	4		
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Enero 2022

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1er Semestre de calificaciones	83 días
1as nueve semanas	11/8 - 6/10 39
2as nueve semanas	12/10 - 17/12 44

Febrero 2022

	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

Marzo 2022

			1	2	3	4	5
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

Abril 2022

						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

Mayo 2022

	1	2	3	4	5	6	7
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

Junio 2022

			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

Julio 2022

						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

2o Semestre de calificaciones	92 días
3as nueve semanas	5/1 - 11/3 45
4as nueve semanas	21/3 - 26/5 47

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Review: Amended Agreement
with Eco-Site II, LLC
References: Board Policy GKD (Legal)
District Goal 1
Department: Business and Finance

Recommendation

Consideration and possible approval of an amendment to the cellular tower lease agreement with Eco-Site II, LLC (Eco-Site), a T-Mobile representative, for a cell tower at Kempner High School, and authorization for the Superintendent to execute the agreement. The amendment will extend the options period through February 2022 to allow Eco-Site II, LLC, an additional 12 months to complete due diligence before commencing construction on the cell tower.

Summary

In December 2018, the Board approved a lease agreement with Eco-Site for a cellular tower at Kempner High School. Terms of the lease agreement are as follows:

- \$1,000 option fee paid to Fort Bend ISD for a term of one year
- \$2,161 monthly rental fee paid to Fort Bend ISD upon commencement date
- During the initial term (first five years), the monthly rental rate will increase by 1.5% on each annual anniversary date
- At each renewal term anniversary, the monthly rental rate will increase by 1.5%
- The agreement provides for four additional five-year terms.

Staff is recommending an amendment to the first bulleted term listed above; the option period of 12 months. The option period is outlined in the contract whereby the District receives payment in the amount of \$1,000 while due diligence such as permitting takes place. Eco-Site has experienced delays in obtaining permits for this project, and the recommended amendment will allow the company an additional option period of one year, beginning February 2021 and continuing through February 2022, to complete the due diligence. Eco-Site will pay Fort Bend ISD an additional \$1,000 option fee to extend the option period, and once the due diligence and permitting process is complete, Eco-Site will begin construction on the tower.

Fort Bend ISD currently has seven cellular towers on its properties, providing an estimated \$178,753 annually to the General Fund. The towers are located at Baines Middle School, Clements High School, Progressive High School, Elkins High School and Frankie Field.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Review: Joinder Agreement to
Petition for Addition of Land into
Brazoria-Fort Bend Counties MUD
No. 3
References: Board Policy BAA (Legal)
District Goal 4
Department: Legal Services

Recommendation

Consideration and possible approval of a joinder agreement for certain Petitions for Consent and Petition for Addition of Land into Brazoria and Fort Bend Counties' Municipal Utility District (MUD) No. 3, and authorization for the Board President to execute the documents necessary to effectuate the Agreement.

Summary

The District acquired a 76.96-acre tract of land from D.R. Horton – Texas, Ltd. ("Horton"), on February 20, 2020. The District intends to construct new High School 12 on the property. The tract is composed of a 72-acre tract and a 4.96-acre tract. The 72-acre tract falls within the Brazoria and Fort Bend Counties' MUD No. 3. The 4.96-acre tract is not within the Brazoria and Fort Bend Counties' MUD No. 3.

This 4.96-acre tract was intended to be included as part of a Petition by Horton and other landowners for addition into the Brazoria and Fort Bend Counties' MUD No. 3 on September 14, 2020. However, the 4.96-acre tract was omitted in error, as the Ownership Certificate was not updated per Fort Bend County records due to the recent property purchase.

Brazoria and Fort Bend Counties' MUD No. 3 will provide, per executed a commitment, all utility capacities for the new school. Including the 4.96-acre tract within the larger Petition (202.673-acres) is at no cost to Fort Bend ISD (as a non-taxable entity) and is advantageous to the District in that it increases the overall capacities for the MUD.

The Administration recommends that the District join in the Petition for Addition, as well authorize other actions necessary for, or associated with, the annexation of the Property into MUD No. 3, including the Petitions for Consent to the Addition of Land to the City of Alvin, Texas, and the City of Missouri City, Texas. The terms of the Petition for Addition and Petitions for Consent are applicable to the District only to the extent such provisions/obligations are enforceable against, and applicable to, a non-taxable governmental entity.

The Joinder to Petition for Addition of Land was reviewed and revised by Mariana Evans, a Partner with Rogers, Morris, & Grover, LLP.

Note: On the highlighted survey attached, two District sites are identified: FHCL (Ferndell Henry) and HS12 (High School 12 site). The tract bounded in green is the original MUD. The tracts bounded in yellow are proposed for addition to the MUD.

Recommended by:

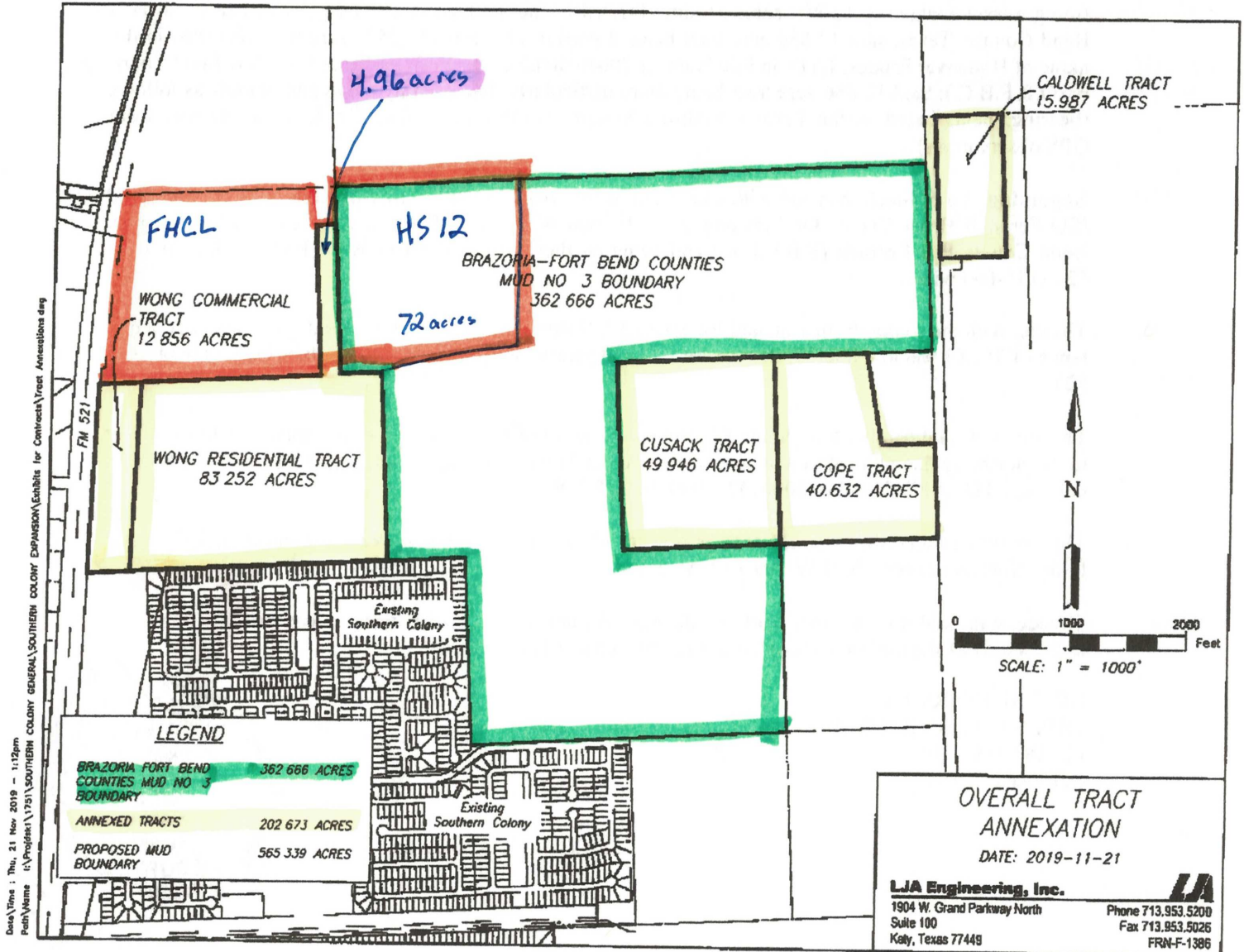
Charles E. Dupre
Superintendent of Schools

Submitted by:

Rob Scamardo
General Counsel

Oscar Perez
Chief Operations Officer

FBISD Property



JOINDER TO PETITIONS FOR CONSENT AND PETITION FOR ADDITION
OF LAND INTO BRAZORIA-FORT BEND COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 3

FORT BEND INDEPENDENT SCHOOL DISTRICT, of the City of Sugar Land, Texas, a body politic and corporate and governmental agency of the State of Texas organized and acting pursuant to the Constitution and laws of the State of Texas (the "School District"), acquired a 4.9585-acre tract of land (the "Property"), being a portion of the 83.252 acre tract of land described in Exhibit "A", attached hereto and incorporated herein for all purposes, from D.R. Horton – Texas, Ltd., a Texas limited partnership ("Horton"), pursuant to that certain Special Warranty Deed, dated February 20, 2020, recorded under Clerk's File Number 2020020102, Official Public Records of Fort Bend County, Texas. Horton subsequently submitted to the Board of Directors of Brazoria-Fort Bend Counties Municipal Utility District No. 3 (the "District") the Petition for Addition of 202.673 acres of land, including the Property, attached hereto as Exhibit "B" and incorporated herein for all purposes (the "Petition for Addition"), which was approved by the Board of Directors and recorded under Clerk's File Number 2020125764, Official Public Records of Fort Bend County, Texas, and Clerk's File Number 2020053256, Official Public Records of Brazoria County, Texas. The School District does hereby join in the Petition for Addition, as well as any other instrument or action necessary for, or associated with, the annexation of the Property into the District, including the Petitions for Consent to the Addition of Land to the City of Alvin, Texas, and the City of Missouri City, Texas, attached hereto as Exhibit "C" and incorporated herein for all purposes (the "Petitions for Consent"), and hereby acknowledges, consents to, ratifies and approves the annexation of such Property into the District, under the terms provided in the Petition for Addition and the Petitions for Consent.

Respectfully submitted this ____ day of _____, 2020, to be effective the 26th day of June, 2020.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SCHOOL DISTRICT:

Fort Bend Independent School District

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____ as _____, and _____ as _____ of the Fort Bend Independent School District as the act and deed of such District.

NOTARY PUBLIC—STATE OF TEXAS

(Printed Name of Notary)

My commission expires: _____

EXHIBIT "A"

THE PROPERTY

4.9585 acres of land in Fort Bend County, Texas, Geographic ID 0031-00-000-0506-907, and being a portion of that certain 83.252-acre tract of land more particularly described as follows:

County: Fort Bend
Project: Southern Colony
Job No. 185567
MBS No. 18-231(Revised)

FIELD NOTES FOR 83.252 ACRES

Being a tract containing 83.252 acres of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas, said 83.252 acre tract being a portion of a call 162.2524 acre tract recorded in the name of Hannover Estates, LTD. in File Number 2004018462 of the Official Records of Fort Bend County (O.R.F.B.C.) and being a portion of Lots 5 and 6, T.W. & J.H.B. House Subdivision, a subdivision recorded in Volume 7, Page 301 of the Fort Bend County Deed Records (F.B.C.D.R.); Said 83.252 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS Observations):

Beginning at a 5/8-inch iron rod with cap found at the southeasterly corner of Reserve "A", Fort Bend ISD Ferndell Henry Center for Learning, a subdivision recorded in Plat Number 20110173 of the Fort Bend County Plat Records (F.B.C.P.R.);

Thence, with the easterly line of said Reserve "A", North 03 degrees 05 minutes 05 seconds West, a distance of 1279.62 feet to a 5/8-inch iron rod set at the southwest corner of a call 1.284 acre tract recorded in the name of Fort Bend County M.U.D. Number 141 in File Number 2018043550 of the O.R.F.B.C.;

Thence, with the southerly line of said 1.284 acre tract, North 86 degrees 54 minutes 45 seconds East, a distance of 175.00 feet to a 5/8-inch iron rod set at the southeasterly corner of said 1.284 acre tract and being on the westerly line of a call 363.942 acre tract recorded in the name of J.H. Caldwell, et al in Volume 796, Page 565 of the O.R.F.B.C.;

Thence, with said easterly line, South 03 degrees 05 minutes 12 seconds East, a distance of 1272.32 feet to a 5/8-inch iron rod set at a southwesterly corner of said 363.942 acre tract;

Thence, with a southerly line of said 363.942 acre tract, North 86 degrees 57 minutes 10 seconds East, a distance of 353.80 feet to a 5/8-inch iron rod set at the northeasterly corner of aforesaid 162.2524 acre tract;

Thence, with the easterly line of said 162.2524 acre tract, South 03 degrees 04 minutes 56 seconds East, a distance of 1593.59 feet to a 5/8-inch iron rod found on the northerly line of Southern Colony Section 4A, a subdivision recorded in Plat Number 20180188 of the F.B.C.P.R.;

Thence, with said northerly line and the northerly line of Southern Colony Section 2B, a subdivision recorded in Plat Number 20170104 of the F.B.C.P.R., South 86 degrees 48 minutes 40 seconds West, a distance of 2217.26 feet to a 5/8-inch iron rod set on the northerly line of a call 4.314 acre tract styled as Tract Two and recorded in the name of BLSR Operating, LTD. in File Number 2006152319 of the O.R.F.B.C. and being on a line 350-feet easterly of and parallel to the easterly Right-of-Way (R.O.W.) line of F.M.521 (115-feet wide);

Thence, with said parallel line, North 02 degrees 29 minutes 05 seconds East, a distance of 1599.48 feet to a 5/8-inch iron rod set on the southerly line of aforesaid Reserve "A";

Thence, with said southerly line, North 86 degrees 58 minutes 01 seconds East, a distance of 1533.24 feet to the **POINT OF BEGINNING** and containing 83.252 acres of land.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY DATED OCTOBER 22, 2019 AND FILED IN JOB NUMBER 185567 AT GBI PARTNERS, L.P.

GBI PARTNERS, L.P.
TBPELS Firm No. 10130300
Ph: 281.499.4539
September 14, 2018
(Revised 10/22/2019)



JB
10/22/2019



PETITION FOR ADDITION OF LAND

THE STATE OF TEXAS

COUNTIES OF BRAZORIA AND FORT BEND

TO THE BOARD OF DIRECTORS OF
BRAZORIA-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 3

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D.R. HORTON-TEXAS, LTD., a Texas limited partnership, 258 COLONY INVESTMENTS, LTD., a Texas limited partnership, and HANNOVER ESTATES, LTD., a Texas limited partnership (collectively referred to herein as the "Petitioner"), hereby petitions the Board of Directors (the "Board") of BRAZORIA-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 3 (the "District") for inclusion within the District of the land hereinafter described, so that such land shall be added to, and become a part of, the District.

In support of this Petition, Petitioner would respectfully show unto the Board the following:

I.

D.R. Horton-Texas, Ltd. is the owner of the 83.252 acre tract of land, 258 Colony Investments, Ltd. is the owner of the 49.946 acre, 40.632 acre, and 15.987 acre tracts of land, and Hanover Estates, Ltd. is the owner of the 12.856 acre tract of land, all described by metes and bounds in Exhibit "A" (all tracts collectively referred to herein as the "Property") attached hereto and made a part hereof for all purposes.

II.

No person or entity holds a lien on the Property.

III.

No one currently resides upon the Property.

IV.

The property is contiguous to the District. A portion of the Property lies within the extraterritorial jurisdiction of the City of Alvin, Texas, and the remaining portion of the property lies with the extraterritorial jurisdiction of the City of Missouri City, Texas.

V.

Petitioner believes that the addition of the Property to the District is to the advantage of the District, and the water, sewer, and drainage systems, roads, parks and recreational facilities

and other improvements of the District are or will be sufficient to supply the Property without injuring land already in the District.

VI.

This Petition shall constitute an election on the part of Petitioner, its successors and assigns, for the aforesaid land and any improvements which are now or may hereafter be constructed thereon to become liable for all present and future debts of the District in the same manner and to the same extent as other lands and improvements in the District are liable for the District's debts.

VII.

Petitioner hereby agrees that the Property and all improvements thereon, presently existing or to be constructed, shall assume its share of all bonds or other obligations of the District and must be taxed equally with all other property within the District. Petitioner acknowledges, consents to, and affirmatively requests the assumption by the area to be annexed of the taxes to be levied or hereafter to be levied by the District.

VIII.

Petitioner, its successors and assigns, hereby agrees that the Property and any improvements existing or to be constructed thereon, shall be liable for its pro rata share of all voted but unissued bonds of the District which were authorized at various elections held within the District, and which may hereafter be issued and sold by the District. This Petition constitutes authorization by Petitioner, its successors and assigns, for the Board of Directors of the District to issue and sell all of the remaining unissued bonds for the purposes and upon the terms and conditions such bonds were voted, in one or more issues or series, at a future date or dates, when in the Board's judgment such amounts are required for the authorized purposes.

IX.

This Petition shall further be considered the consent and authorization of Petitioner, its successors and assigns, for all the taxable land described in Exhibit "A", and all improvements now existing or to be constructed thereon, to be taxed uniformly and equally on an ad valorem basis with all other taxable property within the District for: (1) the payment of principal and interest on the District's outstanding bonds; (2) the payment of principal and interest on the District's voted but unissued bonds; and (3) all other purposes for which the District may lawfully levy taxes, including taxes levied for maintenance purposes.

X.

For and in consideration of the addition of the Property to the District, Petitioner agrees that the covenants contained herein shall become fixed with the land, shall run with the land, and shall be binding on Petitioner, its successors and assigns.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that this Petition be filed with the Secretary of the Board; that, thereafter this Petition be heard by the Board and granted in all respects; that, the Property be added to and become a part of the District, as provided by law, including particularly Chapters 49 and 54, Texas Water Code, as amended; that, after it has been heard and granted, this Petition and the Board's action hereon be filed of record in the Office of the County Clerk of Brazoria and Fort Bend Counties, Texas; and that Petitioners have such other Orders and relief to which it may show itself entitled.

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RESPECTFULLY SUBMITTED THIS 14th day of September, 2020.

“PETITIONER”

D.R. Horton-Texas, Ltd.,
a Texas limited partnership

By: D.R. Horton, Inc.,
a Delaware corporation
Authorized Agent

By: _____

Name: Jonathan Woodruff
Asst. Vice President

Title: _____

STATE OF TEXAS

§
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§

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 26 day of JUNE, 2020, by JONATHAN WOODRUFF, ASSISTANT VP of D.R. Horton, Inc., a Delaware corporation, the authorized agent of D.R. Horton-Texas, Ltd, a Texas limited partnership, on behalf of said entity.



(SEAL)

Ki Johnston
Notary Public, State of TEXAS

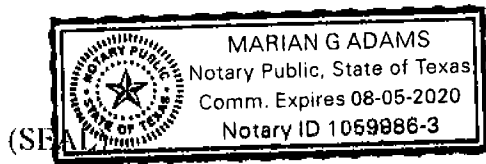
258 COLONY INVESTMENTS, LTD.
A Texas limited partnership

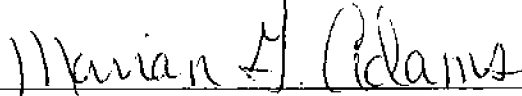
By: FW Companies, LLC
a Texas limited liability company
its General Partner

By: 
Name: Brad Richie
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

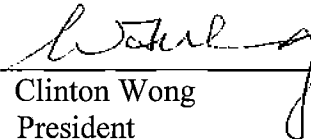
This instrument was acknowledged before me on the 2nd day of June, 2020, by Brad Richie, Secretary of FW Companies, LLC, a Texas limited liability company, the General Partner of 258 Colony Investments, Ltd., a Texas limited partnership, on behalf of said entity.




Notary Public, State of Texas

HANNOVER ESTATES, LTD.,
a Texas limited partnership

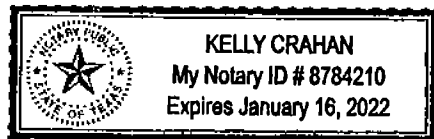
By: Amvest Corporation,
a Texas corporation,
its general partner

By: 
Name: Clinton Wong
Title: President

THE STATE TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of April, 2020 by Clinton Wong, President of Amvest Corporation, a Texas corporation, which is the general partner of HANNOVER ESTATES, LTD., a Texas limited partnership, on behalf of said corporation.

(SEAL)




Notary Public, State of TEXAS

EXHIBIT “A”
Description of the Property

(see attached)

Exhibit **A** Page 1 of 2 Pages

County: Fort Bend
 Project: Southern Colony
 Job No. 185567
 MBS No. 19-131 (Revised)

FIELD NOTES FOR 49.946 ACRES

Being a tract containing 49.946 acres of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas, said 49.946 acre tract being a call 50.111 acre tract recorded in File Number 2010065970 of the Official Records of Fort Bend County (O.R.F.B.C.) and being Lot 8 of the T.W. & J.H.B. House Subdivision as recorded in Volume 7, Page 301 of the Fort Bend County Deed Records (F.B.C.D.R.); Said 49.946 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS Observations):

Beginning at a 2x2 steel bar marked with a 2-inch PVC stand pipe located at the northwest corner of said 50.111 acre tract and being the northwest corner of said Lot 8, the southwest corner of Lot 2, southeast corner of Lot 3 and northeast corner of Lot 7, all of said T.W. & J.H.B. Subdivision;

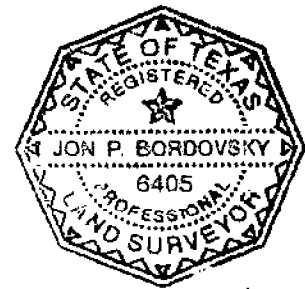
Thence, with the northerly line of said Lot 8 and the southerly line of said Lot 2, North 86 degrees 55 minutes 29 seconds East, a distance of 1367.28 feet to a 2-inch PVC stand pipe found at the northeasterly corner of said Lot 8, the southeasterly corner of said Lot 2, the southwesterly corner of Lot 1 and the northwesterly corner of Lot 9, said T.W. & J.H.B. Subdivision;

Thence, with the easterly line of said Lot 8 and the westerly line of said Lot 9, South 03 degrees 04 minutes 56 seconds East, a distance of 1591.23 feet to a 2-inch PVC stand pipe found at the southeasterly corner of said Lot 8, the southwesterly corner of said Lot 9, the northwesterly corner of Lot 10 and the northeasterly corner of Lot 11, both of said T.W. & J.H.B. Subdivision;

Thence, with the southerly line of said Lot 8 and the northerly line of said Lot 11, South 86 degrees 55 minutes 29 seconds West, a distance of 1367.28 feet to a 2-inch PVC stand pipe found at the southwesterly corner of said Lot 8, the northwesterly corner of said Lot 11 and the southeasterly corner of aforesaid Lot 7;

Thence, with the westerly line of said Lot 8 and the easterly line of said Lot 7, North 03 degrees 04 minutes 56 seconds West, a distance of 1591.23 feet to the **Point of Beginning** and containing 49.946 acres of land.

GBI PARTNERS, L.P.
 TBPLS Firm No. 10130300
 Ph: 281.499.4539
 May 3, 2019
 (Revised: 10/22/2019)



JMB
 10/22/2019

Exhibit _____ Page 1 of 1 Page

County: Fort Bend & Brazoria
 Project: Southern Colony
 Job No. 185567
 MBS No. 19-132 (Revised)

FIELD NOTES FOR 40.632 ACRES

Being a tract containing 40.632 acres of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas, and the William Hall Survey, Abstract 713, in Brazoria County, Texas; Said 40.632 acre tract being a portion of a call 50 acre tract recorded in the names of Charles W. Cope and David M. Cope in Volume 759, Page 173 of the Brazoria County Deed Records (B.C.D.R.) and Volume 1378, Page 558 of the Fort Bend County Deed Records (F.B.C.D.R.), and being Lot 9 of the T.W. & J.H.B. House Subdivision as recorded in Volume 7, Page 301 of the F.B.C.D.R.; Said 40.632 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS Observations):

Beginning at a 2-inch PVC stand pipe located at the northwest corner of said 50 acre tract and being the northwest corner of said Lot 9, the southwest corner of Lot 1, southeast corner of Lot 2 and northeast corner of Lot 8, all of said T.W. & J.H.B. Subdivision;

Thence, with the northerly line of said Lot 9 and the southerly line of said Lot 1, North 86 degrees 55 minutes 29 seconds East, a distance of 801.45 feet;

Thence, through and across aforesaid Lot 9, the following two (2) courses:

- 1) South 09 degrees 59 minutes 42 seconds East, a distance of 790.22 feet;
- 2) North 86 degrees 55 minutes 04 seconds East, a distance of 471.76 feet to the easterly line of aforesaid William Hall Survey and the westerly line of the H.T.&B.R.R. Co. Lot 68 Survey, Abstract 561;

Thence, with said common survey line, South 03 degrees 04 minutes 56 seconds East, a distance of 806.83 feet to a 2-inch PVC stand pipe found at the southeasterly corner of said Lot 9 and the northeasterly corner of Lot 10 of said T.W. & J.H.B. Subdivision;

Thence, with the southerly line of said Lot 9 and the northerly line of said Lot 10, South 86 degrees 55 minutes 29 seconds West, a distance of 1368.32 feet to a 2-inch PVC stand pipe found at the southwesterly corner of said Lot 9, the northwesterly corner of said Lot 10 and the southeasterly corner of aforesaid Lot 8;

Thence, with the westerly line of said Lot 9 and the easterly line of said Lot 8, North 03 degrees 04 minutes 56 seconds West, a distance of 1591.23 feet to the **Point of Beginning** and containing 40.632 acres of land.

GBI PARTNERS, L.P.
 TBPLS Firm No. 10130300
 Ph: 281.499.4539
 May 3, 2019
 (Revised 10/28/2019)

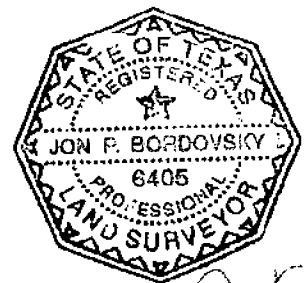


Exhibit _____ Page 1 of 2 Pages

County: Brazoria
 Project: Southern Colony
 Job No. 185567
 MBS No. 19-019 (Revised)

FIELD NOTES FOR 15.987 ACRES

Being a tract containing 15.987 acres of land, located in the H.T.&B. R.R. Co. Lot 68, Abstract 561, in Brazoria County, Texas; Said 15.987 acre tract being a portion of a call 28 acre tract recorded in the name of R.M. Caldwell in Volume 400, Page 249 of the Brazoria County Deed Records (B.C.D.R.); Said 15.987 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at a 2-inch PVC pipe found at the southeast corner of Lot 1, T.W. & J.H.B. House Subdivision, a subdivision recorded in Volume 7, Page 301 of the Fort Bend County Deed Records (F.B.C.D.R.), the northeast corner of Lot 9, said T.W. & J.H.B. House Subdivision and being on the easterly line of the William Hall Survey, Abstract 713, the westerly line of the H.T.&B. R.R. Co. (also being the westerly line of the now cancelled A.B. Langerman Survey, Abstract 625) and the westerly line of a 100-foot wide tract recorded in the name of Bayou Rifles, Inc. in File Number 2001052768 of the Official Public Records of Real Property Brazoria County Texas (O.P.R.R.P.B.C.T.), from which a 2-inch PVC pipe found at the northwesterly corner of said Lot 9 and the southwesterly corner of said Lot 1 bears South 86 degrees 55 minutes 29 seconds West, a distance of 1368.32 feet and a 5/8-inch iron rod found at the northeasterly corner of said Lot 1 bears North 03 degrees 04 minutes 56 seconds West, a distance of 1591.83 feet;

Thence, through and across aforesaid 100-foot wide tract, North 04 degrees 12 minutes 33 seconds East, a distance of 787.91 feet to the **Point of Beginning** of the herein described tract;

Thence, with the easterly line of said 100-foot wide tract and the westerly line of said call 28 acre tract, North 03 degrees 04 minutes 56 seconds West, a distance of 1206.09 feet to a 5/8-inch iron rod set at the northwest corner of said call 28 acre tract, the northeast corner of said 100-foot wide tract and being on the southerly line of a call 26 acre tract recorded in the name of Jean W. Payne Trust in File Number 1997040600 of the O.P.R.R.P.B.C.T., from which the aforesaid 5/8-inch iron rod found at the northeasterly corner of Lot 1 bears South 11 degrees 05 minutes 48 seconds West, a distance of 408.24 feet;

Thence, with said southerly line and the northerly line of said call 28 acre tract, North 86 degrees 49 minutes 06 seconds East, a distance of 576.96 feet to a 5/8-inch iron rod set at the northeasterly corner of said call 28 acre tract;

Exhibit _____ Page 2 of 2 Pages

Thence, with the easterly line of said call 28 acre tract, South 03 degrees 03 minutes 55 seconds East, a distance of 1208.76 feet to a 5/8-inch iron rod set on the northerly line of a call 1.320 acre tract styled as Tract V and recorded in the name of Baker Process, Inc. in File Number 2010007798 of the O.P.R.R.P.B.C.T., from which a 5/8-inch iron rod with "4079" cap found at the northeasterly corner of said 1.320 acre tract bears North 87 degrees 05 minutes 01 second East, a distance of 183.48 feet;

Thence, with said northerly line, South 87 degrees 05 minutes 01 second West, a distance of 576.60 feet to the **POINT OF BEGINNING** and containing 15.987 acres of land.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY DATED JANUARY 31, 2019 AND FILED UNDER JOB NUMBER 185567 AT GBI PARTNERS, L.P.

GBI PARTNERS, L.P.
TBPLS Firm No. 10130300
Ph: 281.499.4539
January 31, 2019
(Revised 10/28/2019)



JB

Exhibit _____ Page 1 of 2 Pages

County: Fort Bend
 Project: Southern Colony
 Job No. 185567
 MBS No. 18-231(Revised)

FIELD NOTES FOR 83.252 ACRES

Being a tract containing 83.252 acres of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas, said 83.252 acre tract being a portion of a call 162.2524 acre tract recorded in the name of Hannover Estates, LTD. in File Number 2004018462 of the Official Records of Fort Bend County (O.R.F.B.C.) and being a portion of Lots 5 and 6, T.W. & J.H.B. House Subdivision, a subdivision recorded in Volume 7, Page 301 of the Fort Bend County Deed Records (F.B.C.D.R.): Said 83.252 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS Observations):

Beginning at a 5/8-inch iron rod with cap found at the southeasterly corner of Reserve "A", Fort Bend ISD Ferndell Henry Center for Learning, a subdivision recorded in Plat Number 20110173 of the Fort Bend County Plat Records (F.B.C.P.R.):

Thence, with the easterly line of said Reserve "A", North 03 degrees 05 minutes 05 seconds West, a distance of 1279.62 feet to a 5/8-inch iron rod set at the southwest corner of a call 1.284 acre tract recorded in the name of Fort Bend County M.U.D. Number 141 in File Number 2018043550 of the O.R.F.B.C.:

Thence, with the southerly line of said 1.284 acre tract, North 86 degrees 54 minutes 45 seconds East, a distance of 175.00 feet to a 5/8-inch iron rod set at the southeasterly corner of said 1.284 acre tract and being on the westerly line of a call 363.942 acre tract recorded in the name of J.H. Caldwell, et al in Volume 796, Page 565 of the O.R.F.B.C.;

Thence, with said easterly line, South 03 degrees 05 minutes 12 seconds East, a distance of 1272.32 feet to a 5/8-inch iron rod set at a southwesterly corner of said 363.942 acre tract:

Thence, with a southerly line of said 363.942 acre tract, North 86 degrees 57 minutes 10 seconds East, a distance of 353.80 feet to a 5/8-inch iron rod set at the northeasterly corner of aforesaid 162.2524 acre tract;

Thence, with the easterly line of said 162.2524 acre tract, South 03 degrees 04 minutes 56 seconds East, a distance of 1593.59 feet to a 5/8-inch iron rod found on the northerly line of Southern Colony Section 4A, a subdivision recorded in Plat Number 20180188 of the F.B.C.P.R.;

Exhibit _____ Page 2 of 2 Pages

Thence, with said northerly line and the northerly line of Southern Colony Section 2B, a subdivision recorded in Plat Number 20170104 of the F.B.C.P.R., South 86 degrees 48 minutes 40 seconds West, a distance of 2217.26 feet to a 5/8-inch iron rod set on the northerly line of a call 4.314 acre tract styled as Tract Two and recorded in the name of BLSR Operating, LTD. in File Number 2006152319 of the O.R.F.B.C. and being on a line 350-feet easterly of and parallel to the easterly Right-of-Way (R.O.W.) line of F.M.521 (115-feet wide);

Thence, with said parallel line, North 02 degrees 29 minutes 05 seconds East, a distance of 1599.48 feet to a 5/8-inch iron rod set on the southerly line of aforesaid Reserve "A";

Thence, with said southerly line, North 86 degrees 58 minutes 01 seconds East, a distance of 1533.24 feet to the **POINT OF BEGINNING** and containing 83.252 acres of land.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY DATED OCTOBER 22, 2019 AND FILED IN JOB NUMBER 185567 AT GBI PARTNERS, L.P.

GBI PARTNERS, L.P.
TBPELS Firm No. 10130300
Ph: 281.499.4539
September 14, 2018
(Revised 10/22/2019)



Exhibit _____ Page 1 of 2 Pages

County: Fort Bend
 Project: Southern Colony
 Job No. 185567
 MBS No. 19-328

FIELD NOTES FOR 12.856 ACRES

Being a tract containing 12.856 acres of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas, said 12.856 acre tract being a portion of a call 162.2524 acre tract recorded in the name of Hannover Estates, LTD. in File Number 2004018462 of the Official Records of Fort Bend County (O.R.F.B.C.); Said 12.856 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Beginning at a 5/8-inch iron rod with cap found at the southwesterly corner of Reserve "A", Fort Bend ISD Ferndell Henry Center for Learning, a subdivision recorded in Plat Number 20110173 of the Fort Bend County Plat Records (F.B.C.P.R.) and being on the easterly Right-of-Way (R.O.W.) line of F.M. 521 (115-feet wide);

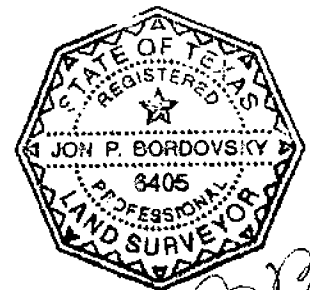
Thence, with the southerly line of said Reserve "A", North 86 degrees 58 minutes 01 seconds East, a distance of 351.63 feet to a line 350-feet easterly of and parallel to the aforesaid easterly R.O.W. line of F.M. 521;

Thence, with said parallel line, South 02 degrees 29 minutes 05 seconds West, a distance of 1599.48 feet to the northerly line of a call 4.314 acre tract styled as Tract Two and recorded in the name of BLSR Operating, LTD. in File Number 2006152319 of the O.R.F.B.C.,

Thence, with said northerly line, South 86 degrees 48 minutes 40 seconds West, a distance of 351.72 feet to the aforesaid easterly R.O.W. line of F.M. 521;

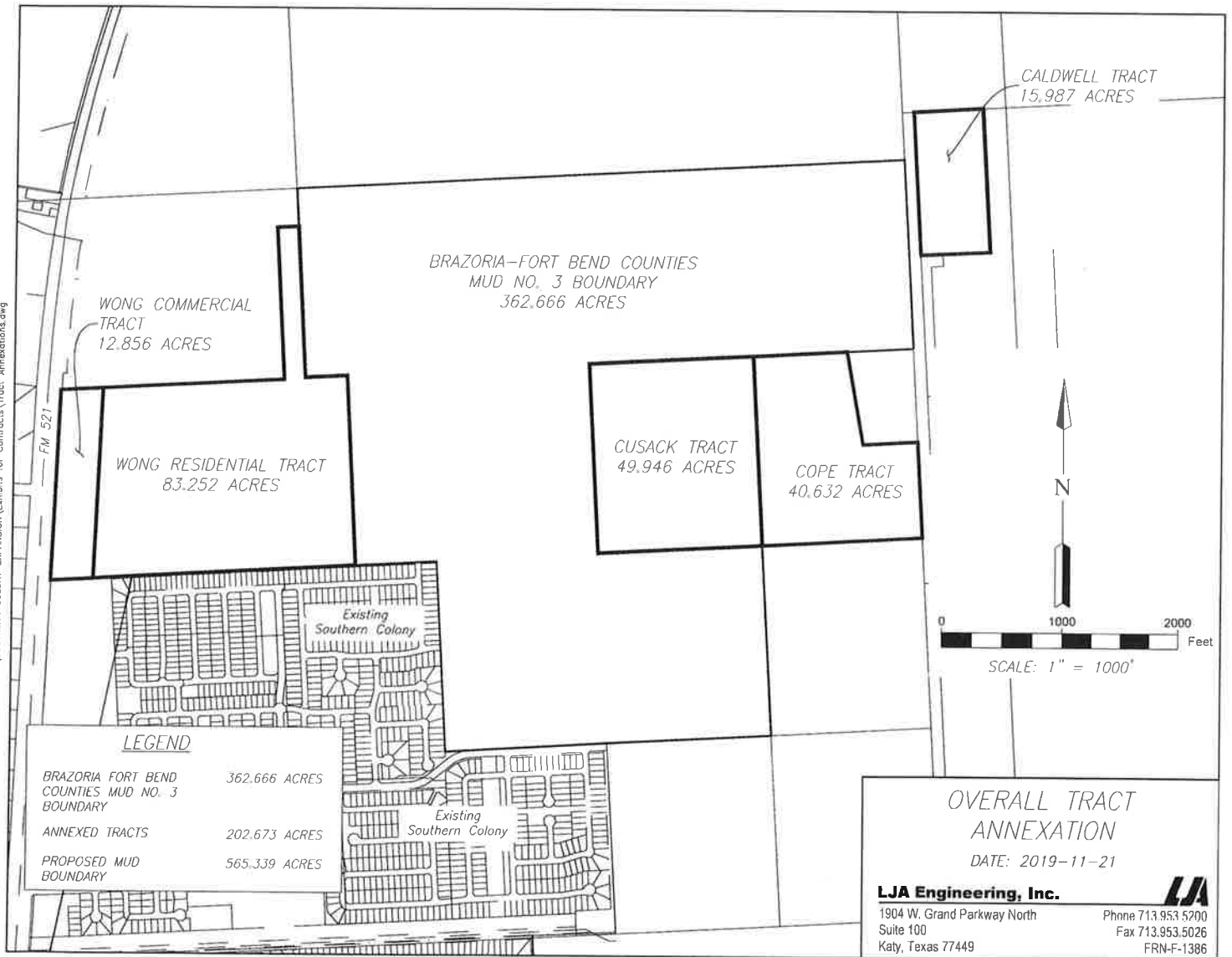
Thence, with said R.O.W. line, North 02 degrees 29 minutes 05 seconds East, a distance of 1600.44 feet to the **Point of Beginning** and containing 12.856 acres of land.

GBI PARTNERS, L.P.
 TBPLS Firm No. 10130300
 Ph: 281.499.4539
 October 23, 2019



JPB
 10/23/2019

Date/Time : Thu, 21 Nov 2019 - 1:12pm
 Path/Name : I:\Proj\1751\SOUTHERN COLONY GENERAL\SOUTHERN COLONY EXPANSION\Exhibits for Contracts\Tract Annexations.dwg



For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Review: Approval of Budget
Amendment 3
References: Board Policy CV (Local)
Scalable Systems
Department: Operations

Recommendation

Consideration and possible approval of a budget amendment allocating funds from the General Fund Major Maintenance committed fund balance to Function 51 – Facilities Maintenance and Operations, in the total amount of \$609,650 for unbudgeted repairs completed between July and December 2020.

Summary

Each year, the Board sets aside funds for major maintenance in designated fund balance by resolution at fiscal year-end. The amount set aside for major maintenance in the 2020-21 school year is \$6.4 million. The District's Fiscal and Budgetary Strategy includes language that defines major maintenance repair and replacement as "repair costs that exceed departmental operating budgets, are considered non-routine, and are due to a major breakdown or extensive damage." The strategy document also states that the Facilities Maintenance and Operations divisions will work with Business & Finance on a quarterly basis to determine if any repairs made are eligible for the use of major maintenance funds.

The Facilities Department responded to several unexpected repairs between July and December that were not budgeted, were outside the scope of routine maintenance, and met the guidelines established in the Fiscal and Budget Strategy. The repairs were not included in the 2018 Bond and affected the electrical and heating, ventilation, and air conditioning (HVAC) systems at multiple campuses, and the gym flooring at Quail Valley Middle School. Without performing the repairs immediately, the affected campuses would have been without essential services and unable to operate normally. All purchases to address the repairs were compliant with CH (Local), and staff recommends allocating major maintenance funds to cover the costs.

The cost for the replacements and repairs is summarized in the following table:

Campuses	Repairs Performed	Total Cost
Briargate Elem, Drabek Elem, Jordan Elem, Dulles HS	Electrical repairs, including transformers/switchgear, main breaker, and riser replacement	\$357,469
Dulles HS, Lake Olympia MS, Marshall HS	HVAC, including chillers and boiler replacements	\$139,937
First Colony MS, Quail Valley MS	Water damage repairs and gym floor replacement	\$112,244
Total		\$609,650

The recommended amendment will increase the budget in Function 51 – Facilities Maintenance and Operations, by \$609,650 and will utilize major maintenance funds.

The current designated fund balance amount for major maintenance is \$6,400,000. After allocating funds for this amendment, the balance remaining for major maintenance for the remainder of the 2020-21 school year will be \$5,790,350.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Oscar Perez
Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Review: Resolution to Convey
Property Adjacent to the Old
Missouri City Middle School
Cougar Gym
References: Board Policy CV (Legal)
Scalable Systems
Department: Operations

Recommendation

Consideration and possible adoption of a Resolution authorizing Fort Bend ISD to convey to Fort Bend County, a triangular-shaped property adjacent to the old Missouri City Middle School (MCMS) Cougar Gym comprising 0.889 acre, and to amend the current Interlocal Agreement with Fort Bend County for Joint Use of the facility to include this property.

Summary

On October 17, 2016, the Board adopted a resolution authorizing the conveyance of the athletic facility located on the MCMS campus, known as the old MCMS Cougar Gym, to Fort Bend County (the County), and adopted a Joint Use Agreement for the facility. In exchange, the County agreed to preserve and renovate the facility, at the County's sole expense, and assume all financial responsibility for future maintenance and operation of the gym.

The 0.889-acre tract is identified as Reserve "A" on the MCMS and E.A. Jones Elementary School plat as recorded, is triangular, and bounded by Highway 90, School Street, and First Street. The County intends to use this tract for public parking and stormwater detention facilities.

The tract recommended for conveyance is not necessary for daily use by the District, but this conveyance will benefit the District. The public parking planned for this tract is adjacent to the MCMS tennis courts. Per the resolution, this parking will be available for District use as needed.

The Administration is recommending adoption of the Resolution authorizing the conveyance and amending the Interlocal Agreement for Joint Use of the Cougar Gym that will give the County additional property for parking and stormwater detention facilities.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
FORT BEND INDEPENDENT SCHOOL DISTRICT**

The Board of Trustees of the Fort Bend Independent School District (the “District”) hereby makes the following findings in connection with the parcel of land described in **Exhibit A** (the “Property”):

1. The Property is adjacent to the historically significant old Missouri City Middle School Cougar Gym (“Gym”), and is no longer necessary for daily use by the District.
2. Fort Bend County (the “County”) has accepted ownership of the Gym, and undertaken responsibility for repairs, maintenance, and operation of the Gym. One of such maintenance activities includes the improvement of the parking and detention facilities within the Property, which will benefit the continued use of the Gym by the District, as set forth in that Joint Use Agreement entered into by the County and the District on October 17, 2016.
3. Conveyance of the Property to the County provides a financial benefit to the District, in order to avoid incurring maintenance and operation expenses related to such parking and detention facilities, while maintaining the right to utilize the Property for parking without a need to obtain express permission from the County for such use.
4. Because the Property is being conveyed to another political subdivision, and will be used for a purpose that benefits the public interest of the District, the Property qualifies for an exemption from the sealed bid process under Section 272.001 of the Local Government Code.

THEREFORE, BE IT RESOLVED, that the Fort Bend Independent School District authorizes the President of the Board of Trustees to execute a Deed for the conveyance of the Property to the County, in the form substantially similar to that attached as Exhibit B, as well as related ancillary documents.

Passed the _____ day of _____, 2021.

FORT BEND INDEPENDNT SCHOOL DISTRICT

Ms. Addie Heyliger
President, Board of Trustees

Attest: _____
Ms. Grayle James
Secretary, Board of Trustees

EXHIBIT A
REAL PROPERTY DESCRIPTION

EXHIBIT B

DEED

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR JOINT USE OF THE
MISSOURI CITY MIDDLE SCHOOL GYMNASIUM BETWEEN FORT BEND COUNTY AND
FORT BEND INDEPENDENT SCHOOL DISTRICT**

This First Amendment to Interlocal Agreement for Joint Use of the Missouri City Middle School Gymnasium Between Fort Bend County and Fort Bend Independent School District (this "Amendment") is made and entered into by and between **FORT BEND COUNTY**, a body corporate and politic under the laws of the State of Texas (the "County") and **FORT BEND INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district ("FBISD"). The County and FBISD are herein collectively referred to as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, The County and FBISD entered into that certain Interlocal Agreement for Joint Use of the Missouri City Middle School Gymnasium Between Fort Bend County And Fort Bend Independent School District executed October 17, 2016 (the "Agreement") concerning certain joint use and development obligations regarding the existing Missouri City Middle School Gymnasium;

WHEREAS, the Parties desire to make the Property, as described below, subject to the terms of the Agreement;

WHEREAS, the Parties desire to amend the Agreement in for the purposes set forth above;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

1. The parties agree to that the property, as fully described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property"), is hereby incorporated into the Agreement and shall be subject to the terms and provisions of the Agreement.
2. Full Force and Effect. Except as modified hereby, the Agreement shall remain in full force and effect.
3. Capitalized Terms. Capitalized terms not expressly defined herein shall have the meaning ascribed to them in the Agreement.
4. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original hereof, and when at least one counterpart has been executed by each Party, all such executed copies shall constitute the binding agreement of the Parties. Facsimile and e-mail signatures are effective as originals for all purposes.

EXECUTED to be effective as of the ____ day of _____, 2021.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

THE COUNTY:

FORT BEND COUNTY

a body corporate and politic under the laws of the State of
Texas

By: _____

Name: _____

Title: _____

FBISD:

FORT BEND INDEPENDENT SCHOOL DISTRICT,

a Texas independent school district

By: _____

Name: _____

Title: _____

EXHIBIT “A”

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

FORT BEND INDEPENDENT SCHOOL DISTRICT, a Texas independent school district (the "**Grantor**"), as authorized by Resolution of the Fort Bend Independent School District Board of Trustees dated _____, 2021, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by **FORT BEND COUNTY**, a body corporate and politic under the laws of the State of Texas ("**Grantee**"), and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged by Grantor, Grantor has **GRANTED, BARGAINED, SOLD and CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL and CONVEY** unto Grantee, that certain real property situated in Fort Bend County, and described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property and all improvements located thereon (the "**Property**").

The use of the Property shall be restricted to use only as a public facility for educational, athletic, recreational, performing arts, and other related and ancillary general public purposes consistent with other County-owned facilities (the "Permitted Use"). In the event that the Property ceases to be used for the Permitted Use for a period of 90 consecutive days, the title and right to possession of the Property shall immediately revert to Grantor. In such event, Grantee and/or successors, when applicable, upon Grantor's written request, shall execute and acknowledge all necessary documents evidencing such reversion to Grantor.

This conveyance is further made and accepted subject to restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Property, and appearing of record in the public records of Fort Bend County, Texas ("**Permitted Exceptions**").

Notwithstanding anything herein to the contrary, this conveyance shall be subject

to the Interlocal Agreement for Joint Use of the Missouri City Middle School Gymnasium Between Fort Bend County and Fort Bend Independent School District executed October 17, 2016 ("Joint Use Agreement").

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever; and subject only to the Permitted Exceptions and other terms and conditions set forth herein, Grantor hereby does bind Grantor and Grantor's successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES THAT EXCEPT GRANTOR'S SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTEE IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY GRANTOR OR ANY AGENT OF GRANTOR OR ANY REAL ESTATE BROKER OR SALESMAN. GRANTOR SHALL HAVE NO LIABILITY TO GRANTEE, AND GRANTEE HEREBY RELEASES GRANTOR FROM ANY LIABILITY (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY), FOR, CONCERNING OR REGARDING (1) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE; (2) ANY IMPROVEMENTS OR SUBSTANCES LOCATED THEREON; OR (3) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. GRANTOR HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT PRIOR TO THE DATE HEREOF, GRANTEE HAS, OR HAS HAD THE OPPORTUNITY TO (i) INVESTIGATE AND INSPECT THE PROPERTY TO ITS SATISFACTION AND BECOME FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY, AND (ii) MAKE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES, AND (b) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT

CONDITION ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL, BASIS AND ACKNOWLEDGES THAT (i) WITHOUT THIS ACCEPTANCE, THIS CONVEYANCE WOULD NOT BE MADE, AND (ii) THAT GRANTOR SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. GRANTEE AND ITS SUCCESSORS AND ASSIGNS ARE DEEMED TO HAVE ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO TRANSFER OF THE PROPERTY TO GRANTEE. GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART UPON THE PRESENCE OF TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ. GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.

[The balance of this page intentionally left blank]

Executed to be effective the ____ day of _____, 2021.

GRANTOR:

FORT BEND INDEPENDENT SCHOOL DISTRICT,
a Texas independent school district

By: _____

Name: _____

Title: President, Board of Trustees

STATE OF TEXAS §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this the ____ day of _____, 2021, by _____, President of the Board of Trustees of Fort Bend Independent School District, on behalf of such Fort Bend Independent School District.

Notary Public, State of Texas

Notary's Printed Name: _____

My Commission Expires: _____

GRANTEE:

FORT BEND COUNTY,

a body corporate and politic under the laws of the State of Texas

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this the _____ day of
_____, 2021, by _____,
of _____, on behalf of such
_____.

Notary Public, State of Texas

Notary's Printed Name: _____

My Commission Expires: _____

After recording return to:

Attn.: _____

Exhibit "A"

Description of Property

STATE OF TEXAS
COUNTY OF FORT BEND**0.889 Acre Tract**

Being a 0.889 acre (38,708 square foot) tract out of Reserve "A" of Missouri City Middle School and E.A. Jones Elementary School, a plat filed for record in Fort Bend County Clerk's File Number 20060154 of the Public Records of Fort Bend County, Texas, and being located in the B.B.B. & C. R.R. Survey Section 9, Abstract 118, Fort Bend County, Texas and further described by metes and bounds as follows: (bearings and distances are referenced to the Texas Coordinate System of 1983, South Central Zone, 4204)

BEGINNING at a 5/8-inch iron rod found with cap stamped "1943 RPLS 4349 5829", marking the westerly end of a cutback corner in the southerly right-of-way line of U.S. Highway No. 90 Alternate (R.O.W. Varies), as shown in said Missouri City Middle School plat, and in the southerly right-of-way line of Louisiana Street (60' R.O.W.), as shown in said Missouri City Middle School plat, same being the most northerly corner of said Reserve "A", and the north corner of the herein described tract;

THENCE South 81° 36' 59" East, a distance of 0.80 feet along said cutback and said south rights-of-way to a 5/8 inch iron rod set with blue cap stamped "MBCO ENG" in the westerly right-of-way line of First Street (60' R.O.W., abandoned), as shown in said Missouri City Middle School plat, for the most easterly corner of herein described tract;

THENCE South 42° 17' 59" West, over and across said Reserve "A", along north right-of-way of said First Street (abandoned), at a distance of 176.43 feet passing the northerly right-of-way of Frankford Street (60' R.O.W., abandoned), as shown in said Missouri City Middle School plat, at a distance of 236.43 feet passing the southerly right-of-way of said Frankford Street (abandoned), continuing for a total distance of 436.43 feet to a 5/8 inch iron rod set with blue cap stamped "MBCO ENG" in the easterly right-of-way line of School Street (60' R.O.W.), as shown in said Missouri City Middle School plat, and a southerly line of said Reserve "A", for the south corner of the herein described tract;

THENCE North 47° 42' 01" West, a distance of 152.29 feet along said common line to a 5/8-inch iron rod found cap stamped "1943 RPLS 4349 5829", marking the westerly end of a cutback corner in the easterly right-of-way line of said School Street and the southerly right-of-way line of said U.S. Highway No. 90 Alternate, same being an angle point in the northwest line of said Reserve "A", for the most southerly west corner of the herein described tract;

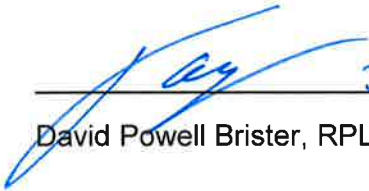
0.889 Acres

B.B.B. & C. R.R. Survey Section 9, A-118
Fort Bend County, Texas

THENCE North 08° 27' 37" East, a distance of 29.10 feet along said cutback and the aforementioned rights-of-way to a 5/8-inch iron rod set with blue plastic cap stamped "MBCO ENG", marking an angle point in the northwest line of said Reserve "A", for the most northerly west corner of the herein described tract;

THENCE North 64° 28' 22" East, along the southerly right-of-way line of said U.S. Highway No. 90 Alternate, at a distance of 189.87 feet passing the southerly right-of-way line of said Frankford Street (abandoned), at a distance of 254.66 feet passing the northerly right-of-way line of said Frankford Street, continuing for a total distance of 444.70 feet to said **POINT OF BEGINNING**, said description containing 0.889 acres (38,708 square feet) of land.

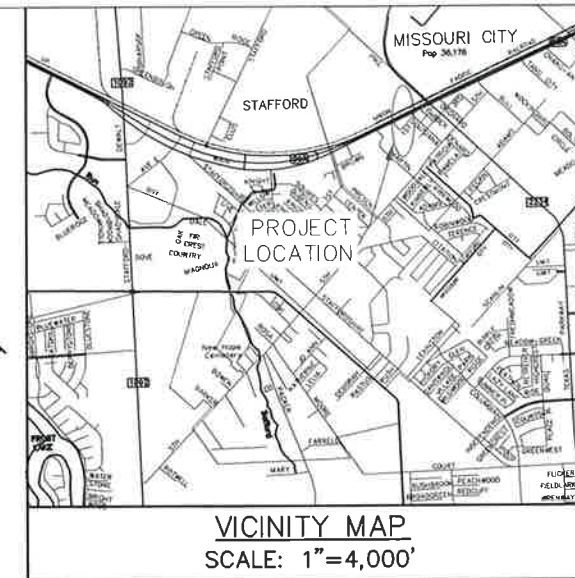
This metes and bounds description accompanies an exhibit titled "Exhibit to Accompany Metes & Bounds Description of 0.889 Acre Tract" of even date.

 3-11-19

David Powell Brister, RPLS 6537

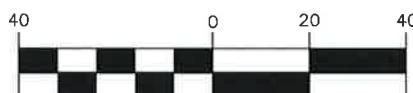


MBCO Engineering, LLC.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S81°36'59"E	0.80
L2	N08°27'37"E	29.10

GRAPHIC SCALE



1 inch = 40 ft.

U.S. HIGHWAY NO. 90 ALTERNATE
(R.O.W. VARIES)
(F.B.C.C.F. 20060154
P.R.F.B.C.T.)

N64°28'22"E 444.70'
254.66'

FRANKFORD STREET
(60' R.O.W.) (ABANDONED)
(F.B.C.C.F. 20060154
P.R.F.B.C.T.)

236.43'
S42°17'59"W 436.43'

FIRST STREET
(60' R.O.W.) (ABANDONED)
(F.B.C.C.F. 20060154
P.R.F.B.C.T.)

P.O.B.
FND 5/8" IR W/CAP (CM)
"1943 RPLS 4349 5829"

SEE INSET "A"

LOUISIANA STREET
(60' R.O.W.)
(F.B.C.C.F. 20060154
P.R.F.B.C.T.)

RESERVE "A"

MISSOURI CITY MIDDLE SCHOOL
AND E.A. JONES ELEMENTARY SCHOOL
(F.B.C.C.F. 20060154 P.R.F.B.C.T.)



3-11-19

NOTE:

1) THE HORIZONTAL DATUM FOR ALL SHOWN COORDINATES, DISTANCES, AND BEARINGS IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204), GRID.

2) THIS PORTION OF THE R.O.W. OF FIRST STREET AND FRANKFORD STREET ABANDONED AND CLOSED BY THE CITY OF MISSOURI CITY PER THE PLAT OF MISSOURI CITY MIDDLE SCHOOL AND E.A. JONES ELEMENTARY SCHOOL AS RECORDED UNDER F.B.C.C.F. 20060154 P.R.F.B.C.T.

3) THERE EXISTS A SEPARATE METES AND BOUNDS DESCRIPTION OF THIS TRACT.

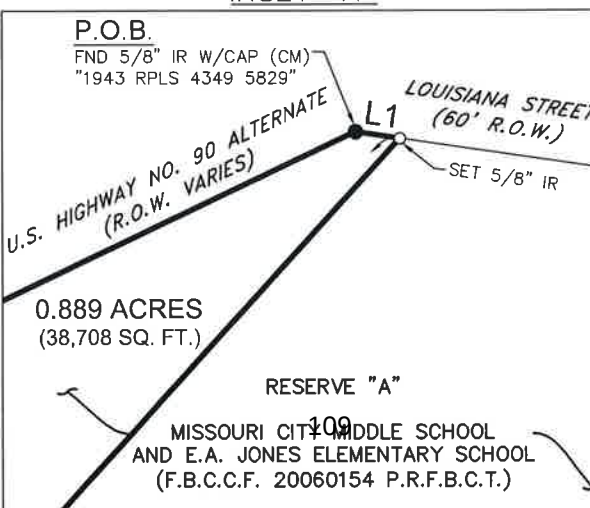
4) LATEST REVISION DATED MARCH 11, 2019.

**B.B.B. & C. R.R. CO. SURVEY SECTION 9, A-118
FORT BEND COUNTY, TEXAS**

LEGEND

- FOUND PROPERTY CORNER
- SET 5/8" IRON ROD WITH CAP STAMPED "MBCO ENG"
- FND FOUND
- IR IRON ROD
- IP IRON PIPE
- ROW RIGHT OF WAY
- F.B.C.C.F. FORT BEND COUNTY CLERK'S FILE
- F.B.C.D.R. FORT BEND COUNTY DEED RECORDS
- P.R.F.B.C.T. PUBLIC RECORDS OF FORT BEND COUNTY TEXAS
- VOL. VOLUME
- PG. PAGE
- NO. NUMBER
- CM CONTROLLING MONUMENT

INSET "A"



NO.	DATE	REVISION	APPROVED
		1505 Highway 6 South, Suite 180 Houston, Texas 77077 TBPE Reg. No. F16850 TBPLS Reg. No. 10194112 Phone: 281-760-1656 www.mbcengineering.com	
FORT BEND COUNTY, TEXAS			
EXHIBIT TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF 0.889 ACRE TRACT SITUATED IN B.B.B. & C. R.R. CO. SURVEY SECTION 9, A-118, FORT BEND COUNTY, TX			
DESIGNED BY	DRAWN BY	CHECKED BY	VERIFIED BY
DPB	JAP	SP	DPB
DATE	SCALE	SHEET NO.	
03-11-19	1"=40'	1 OF 1	



Hwy 90 Alt



Proposed Parking

1st St

Old MCMS
Cougar Gym

2nd St

Douglas St

La Violette
Flowers & Gifts

3rd St

Southwest Mower
Services Center



Tennis Courts

School St

3rd St

Louisiana St

Heaven On Earth

202 Martin Lane

Missouri City
Middle School

School St

3rd St

Louisiana St

5th St

110

Google

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Review: Edgar Glover Jr.
Elementary School – Extended
Learning Repair
References: Board Policy CV (Local)
Scalable Systems
Department: Operations

Recommendation

Consideration and possible approval to execute a Job Order Contract (JOC) with EContractors USA, LLC, for exterior and interior repairs at Edgar Glover Jr. Elementary School, approval of a design services agreement with PBK Architects, approval of the project budget of \$218,000, and authorization for the Superintendent to negotiate and execute or terminate the respective contracts.

Summary

On November 7, 2020, a car collided with the building and damaged the Extended Learning area at the campus. The accident caused damage to the exterior façade of the building, interior portions of the Extended Learning room, Extended Learning furniture, materials, and building grounds.

Immediately after the damages were sustained, Design & Construction reached out to various consultants to obtain assistance and guidance on providing temporary measures that would allow the District to safely enclose the building and ensure the safety of staff and students. At the same time, Design & Construction reached out to Board approved JOC, EContractors USA, LLC, (per CSP 19-039KB) to provide a proposal for the exterior and interior repairs to the Extended Learning area.

The scope of work required to complete the permanent building repairs includes, but is not limited to, site work repairs, structural repairs, exterior façade repairs, flooring replacement, millwork replacement, and new supplies and furniture. The addition of protective bollards will be included as a mitigation measure.

The project repairs will be based on the current Design & Construction Technical Design Guidelines and applicable Building Codes. Repair work is anticipated to begin in March 2021, with an estimated completion in May 2021.

Design & Construction will provide project oversight in coordination with Risk Management. Risk Management is working with the driver's insurance company on any possible insurance reimbursements.

The proposed project budget is outlined below:

Project Budget - 2020-21 Glover Elementary School – Extended Learning Repairs	Cost
Construction – Exterior and Interior Repairs	\$150,000
Contingency (10%)	\$15,000
Bond (2%)	\$3,000
<i>Subtotal (EContractors USA, LLC.)</i>	<i>\$168,000</i>
Professional Design Services (NTE) – PBK Architects	\$50,000
Total Budget	\$218,000

The proposed project funding is outlined below:

Glover Elementary School – Extended Learning Repairs	Cost
2014 Bond Program Contingency	\$218,000

The use of 2014 Bond Program Contingency is proposed to cover the cost associated with the exterior and interior repairs required for the Extended Learning area at Glover Elementary School.

The work will begin upon Board approval of the budget and execution of the respective contracts to ensure the Extended Learning area is available and ready for use in May 2021. Staff will work in partnership with the campus administrators, Risk Management, and Extended Learning to schedule all work with the least disruption to student learning.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Review: Purchase in Excess of
\$50,000
References: Board Policy CH (Local)
Board Goal 1
Department: Chief Financial Officer

Recommendation

According to Policy CH (Local), purchases that cost or aggregate to a cost of \$50,000 or greater shall require Board approval.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Beth Martinez
Chief Academic Officer

Long Pham
Chief Information Officer

Oscar Perez
Chief Operating Officer

BOT Meeting:	February 8, 2021
Solicitation No.:	RFP 21-027LB
References:	District Goal Scalable Systems
Description:	Supplemental Instructional Resources – Early Childhood – 12th Grade plus Adult Transition with Adaptable Instructional Options for Students Receiving Special Education / 504 Services: ELA, Math, Science, Social Studies, World Languages, English Learners, Fine Arts, CTE, Health/PE, Robotics & Engineering, Vocational/Transition, and Social Emotional Learning <u>Recommendation</u> The Administration is seeking Board approval for the continued purchase of instructional resources in an amount not to exceed \$15,000,000, and authorization for the Superintendent to negotiate and execute the contracts through September 2022. Each year, the Business and Finance Department, in partnership with the Academic Affairs Department, engages in a supplemental RFP process for this category to add vendors to the authorized vendor list to ensure the District has a comprehensive set of resources that aligns with the District's instructional programs. The purpose of this proposed action is to add the recommended vendors to the list of previously approved vendors. The originally approved length of commitment and authorized expenditure amount does not change. <u>Summary</u> To support all students in reaching their full potential, the District offers a robust Pre-K–12 curriculum. Instructional materials support the implementation of the Texas Essential Knowledge and Skills (TEKS), strategies, activities, and assessments that make up the District curriculum. To meet the expectations of the TEKS and the full scope of the curriculum, instructional materials are used to assist students and teachers in the learning process. On September 18, 2017, the Board approved RFP 17-037LB for instructional materials in an amount not to exceed \$15,000,000 over a five-year period. On June 11, 2018, the Board approved RFP 18-043LB to enhance the District's pre-approved vendor list, specifically focusing on program vendors for literacy support including Pre-K and primary literacy programs, word study programs, and writing programs, as well as new STEM programming such as coding and robotics.

	On May 13, 2019, the Board approved RFP 19-066MC to enhance the District's pre-approved vendor list, specifically focusing on resources supporting content area literacy and skill development, in alignment with the instructional models for ELA, Math, Science, Social Studies, and other target programs. Other priorities included support materials for English learners and tiered strategies of intervention and enrichment for students working below and beyond grade level. The 2019 RFP also referenced blended learning and STEM initiatives including coding and robotics. On April 20, 2020, the Board approved RFP 20-077LB to enhance the District's pre-approved vendor list, specifically focusing on TEKS-based content aligned to program area instructional models as well as specialized materials for English learners and other special populations of students. The RFP also solicited materials specifically related to social/emotional learning. Print and digital program materials were eligible for consideration, with priority given to vendors offering professional development, ongoing customer support, and technical support. On October 25, 2020, the District issued RFP 21-027LB soliciting proposals for the purchase of supplemental instructional materials for Special Education / 504 Services: ELA, Math, Science, Social Studies, and other target programs. Other priorities include support materials for English Learners, Vocational/Transition, and Social Emotional Learning. The proposals received were reviewed and scored by an evaluation committee comprised of staff from Student Support Services (Special Education and Teaching and Learning Instructional Resources), using a standard set of criteria. The RFP is required to ensure adequate supplemental materials to meet the needs of students with disabilities. <u>Background</u> Expenditures for instructional resources/materials in 2019-20 were \$910,134. Expenditures year-to-date in 2020-21 are \$1,349,447. Expenditures will not exceed \$15,000,000 through September 2022 and funding is included in the departmental and annual campus budgets.
Requested By:	Beth Martinez, Chief Academic Officer Deena Hill, Executive Director of Student Support Services/Special Ed. Bryan Guinn, Chief Financial Officer

Vendors:	Enome, Inc. dba Goalbook Oticon, Inc. Early Childhood LLC. DBA: Discount School Supply ECS Learning Systems McGraw Hill KAMICO Instructional Media, Inc. Maxi Aids, Inc. TouchMath Acquisition, LLC. Reading Plus Sonova USA, Inc. Attend Behavior Positive Action, Inc. Think Social Publishing, Inc. Committee for Children NOREDINK Imagine Learning, Inc. Public Consulting Group I-Station
Budget Sources:	General Fund, Title Funds, Instructional Allotment (IMA Funds), Campus Activity Funds, CTE Funds, Instructional Materials Funds, Special Education Funds, Title Funds, State and Federal Funds
Amount:	Not to Exceed - \$15,000,000 through September 2022
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	22
Number of vendors contacted by FBISD Notification System:	92
Number of vendors downloaded the solicitation:	39
Number of responses received:	24
Number of “no bid” responses received:	3
Length of commitment:	Through September 2022
Last solicitation date:	December 10, 2019
Supporting documents:	Evaluation Summary and Rubric
Disclosure under Board Policy CH, CV, or DBD (Local):	None

Evaluation Summary
RFP 21-027LB Supplemental Instructional Resources for Early Childhood - 12th Grade Plus Adult Transition with Adaptable Instructional Options for Students Receiving Special
Education/504 Services: ELA, Math, Science, Social Studies, World Languages, English Learners, Fine Arts, CTE, Health/PE, Robotics & Engineering, Vocational/Transition, and Social Emotional Learning

Vendor	Purchase Price (20 pts. max)	Reputation of the Vendor and of the Vendor's Goods or Services (5 pts. max)	Quality of the Vendor's Goods or Services (30 pts. max)	Extent to Which the Goods or Services Meet the District's Needs (20 pts. max)	Vendors Past Relationship with the District or Similar Sized District (10 pts. max)	Long-Term Cost to the District to Acquire the Vendors Goods or Services (5 pts. max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. max)	Insurance Requirements (Pass/Fail)	Total Score (100 pts. max)	Proposer's Ranking
Enome, Inc. dba Goalbook	20.00	3.00	27.40	18.40	7.00	5.00	5.00	Pass	85.80	1
Oticon Inc.	16.00	2.00	22.00	13.40	8.80	5.00	10.00	Pass	77.20	2
Early Childhood LLC. (dba) Discount School Supply	14.40	1.60	23.60	16.00	6.40	5.00	10.00	Pass	77.00	3
ECS Learning Systems	20.00	0.80	21.60	12.60	8.60	2.00	10.00	Pass	75.60	4
McGraw Hill	20.00	1.70	20.80	14.00	5.80	5.00	5.00	Pass	72.30	5
KAMICO Instructional Media, Inc.	16.00	2.90	21.40	12.00	7.00	1.70	10.00	Pass	71.00	6
Maxi Aids Inc.	8.00	0.10	22.00	16.60	6.80	5.00	10.00	Pass	68.50	7
TouchMath Acquisition LLC	16.00	1.50	16.40	11.40	9.60	2.00	10.00	Pass	66.90	8
Reading Plus	4.00	3.00	22.80	16.00	6.00	5.00	10.00	Pass	66.80	9
Sonova USA Inc.	5.00	2.80	23.40	14.00	7.80	5.00	8.00	Pass	66.00	10
Attend Behavior	12.00	3.90	20.00	11.80	6.60	1.40	10.00	Pass	65.70	11
Positive Action, Inc.	12.00	2.90	21.00	14.40	5.00	0.40	10.00	Pass	65.70	12
Think Social Publishing, Inc.	5.00	1.00	22.20	15.20	6.40	5.00	10.00	Pass	64.80	13
Committee for Children	8.00	3.60	19.20	11.80	6.20	5.00	10.00	Pass	63.80	14
NOREDINK	3.50	2.93	22.80	16.60	7.60	5.00	5.00	Pass	63.43	15
Imagine Learning, Inc.	8.00	3.80	21.80	14.00	6.40	5.00	4.00	Pass	63.00	16
Public Consulting Group	5.00	0.90	21.40	11.80	5.60	5.00	10.00	Pass	59.70	17
I-Station	5.00	3.00	18.60	9.80	5.60	0.50	10.00	Pass	52.50	18
Academy Global Learning	8.00	3.00	12.20	8.60	3.00	5.00	10.00	Fail	49.80	19
Rhithm, Inc.	5.00	3.00	17.40	10.20	6.40	5.00	1.00	Fail	48.00	20
Macmillan Holdings LLC, d/b/a MPS, c/o Bedford, Freeman and Worth Publishing Group	12.00	0.00	9.40	5.20	4.80	5.00	10.00	Fail	46.40	21
iCode Sugar Land	12.00	0.00	4.40	5.20	1.00	5.00	10.00	Fail	37.60	22
Monarch Teaching Technologies, Inc.	4.00	1.00	8.00	4.60	6.00	0.00	10.00	Pass	33.60	23
Realityworks	4.05	0.90	4.40	3.00	5.80	0.00	10.00	Fail	28.15	24

RFP 21-027LB
Supplemental Instructional Resources

	Evaluation Criteria	Point System
1	Purchase Price Offer a fair reasonable price for items or services to be procured by Fort Bend ISD. Pricing will be calculated using the Price Delivery Sheet in this document.	20 points
2	Reputation of the Vendor and of the Vendor's Goods or Services Vendor should have a solid reputation with other ISDs, Government or Collegiate entities that show a high level of customer service, a high level of quality of good or services. (References will be contacted via email with a deadline. If no response is received by the deadline, there will be points deducted in this section.)	5 points
3	Quality of the Vendor's Goods or Services • Relevant experience with school curriculum/content knowledge as it pertains to bid specifications • Experience and competence in dealing with large school districts • Education, certification or licenses commensurate with experience • Customer service indicative of sound delivery of services • Qualifications: education, certifications, licenses etc.	30 points
4	Extent to Which the Goods or Services Meet the District's Needs Aligns to TEKS in one or more instructional areas; Teacher materials provide specific guidance for implementations; materials available in multiple formats	20 points
5	Vendors Past Relationship with the District. For reference, the vendor may list any past projects or contracts that the service provider has had with the district.	10 points
6	Long-Term Cost to the District to Acquire the Vendor's Goods or Services Professional development, travel, fees etc.	5 points
7	Extent to Which the Vendor Agrees to our Standard Form of Agreement embedded herein as Appendix A . By Signing the Agreement, you assent to the Terms and Conditions of Fort Bend ISD (10 pts.)	10 points
8	Insurance Requirements: A copy of the Certificate of Liability Insurance and Waiver of Subrogation should be in your proposal.	Pass/Fail
	TOTAL	100 points

BOT Meeting:	February 8, 2021
Solicitation No.:	RFP 21-020KB
References:	District Goal Scalable Systems
Description:	Supplementary Sheet Music, Music Supplies, and Related Items <u>Recommendation</u> The Administration is seeking Board approval for the continued purchase of sheet music, music supplies and equipment, and related items from multiple vendors for new and existing campuses in an amount not to exceed \$1,250,000, and authorization for the Superintendent to negotiate and execute the agreements through December 2022. The purpose of this proposed action is to add the recommended vendors to the list of previously approved vendors. The originally approved length of commitment and authorized amount does not change. <u>Summary</u> On December 18, 2017, the Board approved RFP 17-068KB, Sheet Music, Music Supplies, and Related Items, in an amount not to exceed \$1,250,000 through December 2022. On October 20, 2020, the District issued a supplemental RFP 21-020KB requesting a percentage discount on sheet music, music supplies, and related items. Commonly purchased items used in the District's elementary and secondary music programs include instrument accessories, music books, and audio/visual (A/V) equipment such as wireless microphones and portable speakers. The proposals submitted were evaluated by a team composed of Fine Arts staff and District music teachers. It is expected that over the next two years, the District will purchase A/V and electronic equipment to support virtual (online) music instruction during the COVID-19 Pandemic. Additionally, the District expects to procure electronic keyboards and other A/V equipment for newly renovated and constructed schools such as Meadows Elementary, Lakeview Elementary, and High School 12. The supplemental solicitation adds the recommended vendors to the list of previously approved vendors which supports the needs identified for both existing and future music programs. <u>Background</u> Expenditures for 2019-20 were \$200,132. Expenditures year-to-date in 2020-21 are \$45,366. Expenditures will not exceed \$1,250,000 through December 2022, and funding is included in the budget.
Requested By:	Bryan Guinn, Chief Financial Officer Joe Rodriguez, Chief of Schools

Vendors:	Bluestem Integrated, LLC dba FLASH Visual Media Romeo Music Washington Music Sales Center, Inc.
Budget Sources:	General Fund Activity Funds
Amount:	Not to exceed \$1,250,000 through December 2022
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	2
Number of vendors contacted by FBISD Notification System:	28
Number of vendors downloaded the solicitation:	19
Number of responses received:	3
Number of "no bid" responses received:	2
Length of commitment:	Through December 2022
Last solicitation date:	December 18, 2017
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

Evaluation Summary
RFP 21-020KB Supplementary Sheet Music, Music Supplies, and Related Items

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to Which the Goods and Services Meet the Needs of the District (25 pts. Max)	Vendors Past Relationship with the District (10 pts. Max)	Long Term Cost to the District (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Romeo Music	9.00	2.00	24.33	24.33	9.67	10.00	79.33	1
Washington Music Sales Center, Inc.	5.00	2.00	23.33	24.00	9.33	8.00	71.66	2
Bluestem Integrated, LLC dba FLASH Visual Media	5.00	4.00	22.33	22.33	7.67	8.00	69.33	3

RFP 21-020KB
Supplemental Sheet Music, Music Supplies, and Related Items

	Evaluation Criteria	Point System
	Purchase Price	
1	Offer a fair reasonable price for items or services to be procured by Fort Bend ISD. Pricing will be calculated using the Price Delivery Sheet in this document.	25 points
	Reputation of the Vendor and of the Vendor's Goods or Services	
2	Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of good or services. (References will be contacted via email with a deadline. If no response is received by the deadline, there will be points deducted in this section.)	5 points
	Quality of the Vendor's Goods or Services	
3	• Service capabilities • Demonstrated competence: Experience, etc. • Qualifications: Education, certification, licenses, etc.	25 points
4	Extent to Which the Goods or Services Meet the District's Needs	25 points
5	Vendor's Past Relationship With the District.	10 points
	Long-Term Cost to the District to Acquire the Vendor's Goods or Services	
6	Warranty, setup fee; maintenance or other fees	10 points
	Insurance Requirements	
7	Vendor meets insurance requirements and included a copy of the Certificate of Insurance in their proposal.	Pass/Fail
	TOTAL	100 points

BOT Meeting:	February 8, 2021
Solicitation No.:	21-055BE Department of Information Resources (DIR)
References:	District Goal Scalable Systems
Description:	Salesforce Software Support <u>Recommendation</u> The Administration is seeking Board approval for the purchase of software support for the Salesforce contact tracing software from IBM, through the Department of Information Resources (DIR), in an amount not to exceed \$250,000 through June 30, 2021, and authorization for the Superintendent to negotiate and execute the agreement. The Administration also seeks ratification of an additional \$31,440 contracted with IBM, through DIR, to obtain software support February 1, 2021, through February 22, 2021, which was necessary to provide business continuity for the contact tracing program. The \$31,440 proposed for ratification is included in the recommended \$250,000 expenditure authorization. <u>Summary</u> The District partnered with Fort Bend County (the County) to implement a contact tracing system for County residents and FBISD students and staff with Cares Act funding committed to cover qualifying expenses. In September 2020, District staff engaged with CarahSoft through DIR under the Resolution of Emergency Declaration to acquire the Salesforce software application for the purpose of contact tracing. The cost for this engagement is \$144,150 and covers licenses for the contact tracing call center team, District nurses, and the District Response Team. In September 2020, the District also engaged IBM through DIR under the Resolution of Emergency Declaration to implement the software on an expedited track. The cost for this service was \$155k. The District, in conjunction with the County, went live with the Salesforce software and contact tracing call center in October 2020. Subsequently, we purchased software support from IBM through DIR under the Resolution of Emergency Declaration in an amount of \$44,400. As of January 11, 2021, the District exhausted the support hours purchased and is faced with an immediate need for software support to ensure stability and continuity of the contact tracing program. Contact tracing began in October as a new endeavor with no precedent to help the staff or IBM accurately project an accurate number of support hours required, which resulted in exhausting the contracted hours more quickly than expected.

FBISD began discussion with IBM about ongoing system support in November 2020, using data and patterns identified during the first month of support and have continued to refine the estimates through January.

All support hours charged have been reviewed and accounted for based on requested assistance. Specific controls for weekly time-reporting have been implemented and cost is tracked and managed by the Executive Director, Information Systems.

From January 11 to February 1, 2021, IBM agreed to support the District on an emergency-only production basis for three weeks as FBISD researched support options. Emergency-only support is for coverage of critical production issues that prohibits normal daily operation of the contact tracing solution (Salesforce). As of January 27, 2021, there has been one such issue that required intervention and emergency support that was provided as gratis by the vendor. All other support items and system changes requested were put on hold until February 1, 2021.

Staff explored multiple options to support the software effectively, including the IBM Commercial Innovation Center (CIC), third-party contractor options, the Salesforce Premier and Premier Plus support plans, and hiring of District staff. After careful consideration and due diligence, staff's recommendation for the immediate need to support the Salesforce application for the remainder of the school year (February 1, 2021 – June 30, 2021) is the IBM CIC. This option ensures continuity of software support by those with the knowledge and expertise that developed and implemented the version of Salesforce we use today.

The IBM CIC information is listed in the table below:

Service Description	Price
One dedicated representative to provide District support to include troubleshooting, how-to responses, training, enhancements, etc. as we ramp up the CIC. (February 1 – March 28, 2021)	\$94,320 (15 days / Feb 1 – Feb 22 / \$31,440 is ratification) *Available 44 hours/week; approximately 8 weeks. *Only billed for hours of actual service.
Two dedicated representatives to provide District support to include troubleshooting, how-to responses, training, enhancements, etc. (March 29 – June 30, 2021)	\$155,232 *Available 44 hours/week; approximately 12 weeks. *Only billed for hours of actual service.

	The time and effort that would be required to hire outside of the IBM CIC model would create a lapse in support coverage, possibly creating a negative impact to the contact tracing function from February through June. The Contract Tracing Steering Committee is exploring options for the District’s contact tracing program for the next school year and will bring those recommendations to the Board in May. This includes options for software, software support, and the call center function. <u>Background</u> Expenditures for FY 2020-21 software support are \$44,400. Expenditures will not exceed \$250,000 through June 30, 2021, which includes the ratification (\$31,440), and is included in the budget. The District will only pay for hours of support used, not to exceed a total of \$250,000.
Requested By:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
Vendor:	IBM
Budget Sources:	General Fund
Amount:	\$250,000 through June 30, 2021
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	3
Number of vendors contacted by FBISD Notification System:	N/A
Number of vendors downloaded the solicitation:	N/A
Number of responses received:	3
Number of “no bid” responses received:	0
Length of commitment:	Through June 30, 2021
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

BOT Meeting:	February 8, 2021
Solicitation No.:	RFQ21-030JB
References:	District Goal Scalable Systems
Description:	Financial and Efficiency Auditing Services <u>Recommendation</u> The Administration is seeking Board approval for the purchase of financial and efficiency auditing services for the Business and Finance Department from Whitley Penn in an amount not to exceed \$876,750 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2026. <u>Summary</u> On March 28, 2016, the Board approved Whitley Penn for financial auditing services through a Request for Qualifications (RFQ) which expired on November 30, 2020. On October 29, 2020, the District issued RFQ 21-030JB seeking to partner with a qualified public accounting firm for auditing services. The District completed two separate evaluations, one for financial audit services and one for efficiency audit services. This was done to ensure the selected vendor(s) would be the most qualified firm to complete the audit. The same criteria and weights were applied to both evaluations. A committee made up of Business and Finance staff evaluated the submissions and determined Whitley Penn to be the most qualified public accounting firm to perform the financial and efficiency audits on behalf of the District. <i>Financial Audit</i> The District must have an independent financial audit of its records each fiscal year to comply with Generally Accepted Accounting Principles, state law, and to ensure compliance with bond covenants. Throughout the year, the auditing firm selected also provides technical assistance in an advisory capacity. Whitley Penn has submitted a letter of engagement that includes a scope of work and timeline that meets the statutory requirements for completing the required financial audit. <i>Efficiency Audit</i> The District also requested that firms submit qualifications for completing an efficiency audit. House Bill 3 (HB3) was passed during the 86th Legislative Session and adds the requirement of conducting an efficiency audit prior to holding a voter approval tax rate election (VATRE). HB3 directed the Legislative Budget Board to develop the evaluation guidelines for the efficiency audit, and the guidelines were released in February 2020.

Later this year, during the budget development process, staff may or may not recommend that the Board call a November 2 VATRE to increase General Fund revenue for the 2021-22 school year. Completion of an efficiency audit does not require a VATRE be held, but it provides the Board with flexibility to consider August 2021 action calling a November 2 VATRE. This is the first time the District will be conducting an efficiency audit for the purposes of conducting a VATRE.

There are several required dates that must be met in order to hold a VATRE related to the efficiency audit:

- The District must select an auditor to conduct an efficiency audit “not later than four months before the date on which the district proposed to hold [a VATRE];”
- The audit must be completed 90 days after the letter of engagement is signed with the auditor;
- Not later than 30 days before the date of the election, the results of the efficiency audit must be posted on the District’s website.

The timeline below indicates the milestones that must be met to ensure the Board maintains the flexibility to call a VATRE. The timeline uses date ranges where there is some flexibility to shift dates to meet the requirements required to hold a VATRE.

Dates	Activity
Mar 29 – Apr 9	Sign letter of engagement and begin efficiency audit
Jun 29 – Jul 9	Completion of efficiency audit
Jun 30 – Jul 17	Review results of efficiency audit with Board Audit Committee
Jul 19	Open meeting to discuss results of efficiency audit; publication of efficiency audit on District’s website
Aug 9	Board votes to call VATRE (must be called at least 78 days prior to the election)
Nov 2	VATRE conducted (must be on a uniform election date)

Whitley Penn has submitted a separate letter of engagement for the efficiency audit that meets the LBB requirements and adheres to the required timelines indicated in the table above.

Background

Expenditures for FY 2019-20 were \$128,175. Expenditures are not expected to exceed \$876,750 through February 2026 and funding is included in the budget.

Requested By:	Bryan Guinn, Chief Financial Officer
Vendor:	Whitley Penn
Budget Sources:	General Fund
Amount:	\$876,750 through February 2026
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	12
Number of vendors contacted by FBISD Notification System:	12
Number of vendors downloaded the solicitation:	16
Number of responses received:	5
Number of “no bid” responses received:	0
Length of commitment:	Through February 2026
Last solicitation date:	2017
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

Evaluation Summary
RFQ 21-030JB Financial and Efficiency Auditing Services

Financial Auditing Services

Vendor	Company's approach, supporting documentation, evidence of competence to undertake such effort (10 pts max)	Company's experience in providing Financial Auditing Services and/or Efficiency Auditing Services for a Texas public school district. Explanation of methodology, unique challenges and any other relevant information. (45 pts max)	Qualifications, certifications, experience of personnel/team proposed for this task. (20 pts max)	Past experience with FBISD and/or other districts. (15 pts max)	References from prior clients for which your firm has provided comparable services. Three (3) should be related to K-12 districts. List of References should come from past project examples list within this RFQ and should include at least five (5) individuals outside of FBISD. References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section. (10 pts max)	Insurance Requirements (Pass/Fail)	Total Score (100 pts. Max)	Proposer's Ranking
Whitley Penn	9.33	43.00	19.33	15.00	10.00	Pass	96.66	1
Weaver and Tidwell, LLP	8.67	39.50	19.56	12.00	9.65	Fail	89.38	2
RSM US, LLP	8.50	39.50	18.67	10.00	8.00	Pass	84.67	3
Pattillo, Brown & Hill, LLP	7.67	34.00	15.33	9.50	7.85	Fail	74.35	4

Evaluation Summary

RFQ 21-030JB Financial and Efficiency Auditing Services

Efficiency Auditing Services

Vendor	Company's approach, supporting documentation, evidence of competence to undertake such effort (10 pts max)	Company's experience in providing Financial Auditing Services and/or Efficiency Auditing Services for a Texas public school district. Explanation of methodology, unique challenges and any other relevant information. (45 pts max)	Qualifications, certifications, experience of personnel/team proposed for this task. (20 pts max)	Past experience with FBISD and/or other districts. (15 pts max)	References from prior clients for which your firm has provided comparable services. Three (3) should be related to K-12 districts. List of References should come from past project examples list within this RFQ and should include at least five (5) individuals outside of FBISD. References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section. (10 pts max)	Insurance Requirements (Pass/Fail)	Total Score (100 pts. Max)	Proposer's Ranking
Whitley Penn	9.67	44.00	18.89	13.00	10.00	Pass	95.56	1
McConnell & Jones, LLP	8.00	35.00	19.11	14.50	9.65	Pass	86.26	2
Weaver and Tidwell, LLP.	8.17	32.50	19.11	14.00	9.65	Fail	83.43	3

RFQ 21-030JB
Financial and Efficiency Auditing Services

	Evaluation Criteria	Point System
1	Company's approach, supporting documentation, evidence of competence to undertake such effort.	10 points
2	Company's experience in providing Financial Auditing Services and/or Efficiency Auditing Services for a Texas public school district. Explanation of methodology, unique challenges and any other relevant information.	45 points
3	Qualifications, certifications, experience of personnel/team proposed for this task.	20 points
4	Past experience with Fort Bend ISD and/or other districts.	15 points
5	References from prior clients for which your firm has provided comparable services. Three (3) should be related to K-12 districts. List of References should come from past project examples list within this RFQ and should include at least five (5) individuals outside of Fort Bend ISD. References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.	10 points
	TOTAL	100 points

December 7, 2020

To the Board of Trustees and Management
Fort Bend Independent School District
Sugar Land, Texas

You have requested that we audit the financial statements of the governmental activities, business type activities each major fund, and the aggregate remaining fund information of Fort Bend Independent School District (the "District"), as of June 30, 2021 and for the year then ended, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In addition, we will audit the District's compliance over major federal award programs for the period ended June 30, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the District's major federal award programs.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America:

- 1) Management's Discussion and Analysis.
- 2) General Fund Budgetary Schedule.
- 3) Pension Information.
- 4) Other Post-employment Benefit Information.

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining and Individual Fund Statements and Schedules and
- 2) Texas Education Agency Required Schedules.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory Section and
- 2) Statistical Section.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement

of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and in accordance with the Uniform Guidance. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the District's compliance with the Uniform Guidance as it related to each of the major federal awards upon completion of our audit.

Audit of Major Program Compliance

Our audit of the District's major federal program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on

compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the District has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major federal programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the District's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For identifying, in its accounts, all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and ensuring that the District complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to

- achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
 11. For taking prompt action when instances of noncompliance are identified;
 12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
 13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
 14. For submitting the reporting package and data collection form to the appropriate parties;
 15. For making the auditor aware of any significant vendor / contractor relationships where the vendor / contractor is responsible for program compliance;
 16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.
 17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
 20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
 21. For the accuracy and completeness of all information provided;
 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonattest services we perform, District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services could include assistance with the preparation of financial statements, including the government-wide conversion entries and note disclosures; assistance with the preparation of the schedule of expenditures of federal award (SEFA) and related notes; and assistance with the preparation of the data collection form for submission to the Federal Audit Clearinghouse.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

The District may wish to include our report on these financial statements in an exempt offering document. The District agrees that the aforementioned auditor's report, or reference to Whitley Penn, LLP, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

"Whitley Penn, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Whitley Penn, LLP also has not performed any procedures relating to this offering document."

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	April 2021
Inventory Observation (if balances are material)	June 30, 2021 or agreed upon date
Perform year-end audit procedures	August 2021 – September 2021
Issue audit reports	October 2021

We anticipate meeting these deadlines barring any delays.

Christopher L. Breaux, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be as follows:

Financial and Compliance Audit	\$125,000
Assistance with preparation of Comprehensive Annual Financial Report	<u>20,000</u>
Total Estimated Fees	<u>\$145,000</u>

The fee estimate for the audit is based on anticipated cooperation from the District's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest governed by Texas Government Code 2251, or similarly applicable law. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
2. The District's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
3. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.

4. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the District and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by with informal negotiation or mediation. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. Mandatory and exclusive venue shall be in the courts of Fort Bend County, Texas. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

Whitley Penn certifies that Whitley Penn is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a Foreign Terrorist Organization as defined by the United States Secretary of State. Whitley Penn also certifies that Whitley Penn does not and will not boycott Israel or Israeli-controlled territories during the term of this Agreement.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of Trustees the following significant findings from the audit:

- Our view about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,


Houston, Texas

RESPONSE:

This letter correctly sets forth the understanding of Fort Bend Independent School District.

Board of Trustees:

By: _____

Title: _____

Date: _____

Management

By: _____

Title: _____

Date: _____

December 7, 2020

Board of Trustees and Management
Fort Bend Independent School District

We are pleased to confirm our understanding of the services we are to provide for Fort Bend Independent School District (the “District”). We will perform an efficiency audit as required by House Bill 3, 86th Legislature, 2019, and as prescribed by the State of Texas Legislative Budget Board.

Efficiency Audit Objectives, Scope and Methodology

The objective of our efficiency audit is to assess the District’s fiscal management, efficiency, utilization of resources, and whether the District has implemented best practices utilized by other Texas school districts. We will conduct our efficiency audit in accordance with the standards for performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the District’s records and other procedures we consider necessary to complete the efficiency audit. We will plan and conduct the efficiency audit to obtain reasonable rather than absolute assurance about the District’s fiscal management, efficiency and utilization of resources in comparison to its peer districts.

Our methodology in performing our audit will include review of certain documentation and inquiries based on the most recent school year for which data are available. At the end of our audit, we will provide summary of the results of our procedures as described below:

- The date of the election to adopt the District’s M&O tax rate;
- The dates of the previous three tax ratification elections, the tax rate increase proposed by each, and the results of the elections;
- Current M&O tax rate and the proposed tax rate compared to peer districts and the state average;
- The amount of tax revenue the tax rate change is estimated to generate in the first school year in dollars and as a percentage of the District’s current operating budget;
- The Estimated dollar-amount increase, as a result of the M&O tax rate change, to the property tax bill of a single-family residential property at the current average home value of the District;
- A District statement explaining how it intends to spend the additional tax revenue, including any new programs, and consequences if the measure does not pass;
- District has:
 - adopted SMART student outcome goals;
 - implemented and approved, high-quality, teacher incentive pay program; and
 - adopted a student-based, weighted funding system so the money follows the student to their school based on the student’s needs;
- The District’s and the Campuses’ accountability rating compared to peer districts;
- The District’s School Financial Integrity Rating System of Texas (FIRST) rating;

- The District's actual operating expenditures per enrolled student compared to peer districts and the state average;
- A high-level summary of any significant findings of the efficiency audit, and any District responses to the findings.

In order to provide the summary items listed above, we must perform and report on the following 20 steps:

1. Five (5) to 10 peer districts will be selected to develop a simple average and we will use the same comparison group throughout the audit.
2. Include the overall accountability rating (A-to-F and a corresponding scale score of 1 to 100) and compare the District's peer districts' average score. We will also list the following District's campus information:
 - a. Accountability rating count for each campus level within the district.
 - b. Names of the campuses that received an F accountability rating
 - c. Campuses that are required to implement a campus turnaround plan
3. Report on the District's School FIRST rating. For a rating of less than A-, we will list the indicators not met.
4. We will report on the District's student characteristics, attendance rates and total enrollment.
 - a. The following select student characteristics for the district, its peer districts and the State average.
 - i. Total students
 - ii. Economically disadvantaged
 - iii. English Learners
 - iv. Special Education
 - v. Bilingual/ESL Education
 - vi. Career and Technical Education
 - b. Attendance rate for the District, its peer districts and the State.
 - c. Five-year enrollment for the District for the most recent school year and four (4) years prior, the average annual percentage change based on the previous five years and the projected next school year.

5. The following indicators related to the District's revenue, its peer districts' average and the State average.
 - a. Local M& O Tax (Retained) (without debt service and recapture)
 - b. State
 - c. Federal
 - d. Other local and intermediate
 - e. Total revenue

Any significant variances will be explained.

6. The following indicators related to the District's expenditures, its peer districts' average, and the State average are as follows:
 - a. Instruction
 - b. Instructional resources and media
 - c. Curriculum and staff development
 - d. Instructional leadership
 - e. School leadership
 - f. Guidance counseling services
 - g. Social work services
 - h. Health services
 - i. Transportation
 - j. Food service operation
 - k. Extracurricular
 - l. General administration
 - m. Plant maintenance and operations
 - n. Security and monitoring services
 - o. Data processing services
 - p. Community services
 - q. Total operating expenditures

An explanation for significant variances from the peer districts' average in any category will be reported. In addition, the reasons for the District's expenditures exceeding revenue will be explained.

7. We will report on the following indicators for payroll and select salary District expenditures compared to its peer districts' average and the State average:
 - a. Payroll as a percentage of all funds
 - b. Average teacher salary
 - c. Average administrative salary
 - d. Superintendent salary

Specific information to explain any significant variance from the peer districts' average in any category will be explained.

8. Report on the General Fund operating fund balance, excluding debt service and capital outlay, for the past five years and per student. This will include analyzing unassigned balance per student and as a percentage of three-month operating expenditures. This will be presented for peer districts as well and an explanation for significant variances.
9. Report the District's allocation of staff, and student-to-teacher and student-to-total staff ratios for the District, its peer districts and the State average. The following staff categories will be used:
 - a. Teaching
 - b. Support
 - c. Administrative
 - d. Paraprofessional
 - e. Auxiliary
 - f. Students per total staff
 - g. Students per teaching staff
10. Report the District's teacher turnover rate as well as its peer districts and the State's average.
11. For each of the following programs offered by the District, we will report the number of students served, percentage of enrolled students served, program budget, program budget as a percentage of the District's budget, total staff or the program, and student-to-staff ratio for the program.
 - a. Special Education
 - b. Bilingual Education
 - c. Migrant Programs
 - d. Gifted and Talented Programs
 - e. Career and Technical Education
 - f. Athletics and Extracurricular Activities
 - g. Alternative Education Program/Disciplinary Alternative Education Program
 - h. Juvenile Justice Alternative Education Program\
12. We will describe how the District maximizes available resources from state sources and regional education service centers to develop or implement programs or deliver services.
13. We will report on the District's annual external audit report's independent auditor's opinion as required by Government Auditing Standards.
14. If applicable, explain the basis of TEA assigning the District a financial-related monitoring/oversight role during the past three years.

15. In regards to the District's budget process, we will provide a response to each of the following questions:
 - a. Does the district's budget planning process include projections for enrollment and staffing?
 - b. Does the district's budget process include monthly and quarterly reviews to determine the status of annual spending?
 - c. Does the district use cost allocation procedures to determine campus budgets and cost centers?
 - d. Does the district analyze educational costs and student needs to determine campus budgets?
16. We will provide a description of the District's self-funded program, if any, and analyze whether program revenues are sufficient to cover program costs.
17. We will report whether the District administrators are evaluated annual and, if so, explain how the results inform District operations.
18. In regards to the District's compensation system, we will provide a response to the following questions:
 - a. Does the district use salary bonuses or merit pay systems? If yes, explain the performance-based systems and the factors used
 - b. Do the district's salary ranges include minimum, midpoint, and maximum increments to promote compensation equity based on the employee's education, experience, and other relevant factors?
 - c. Does the district periodically adjust its compensation structure using verifiable salary survey information, benchmarking, and comparable salary data?
 - d. Has the district made any internal equity and/or market adjustments to salaries within the past two years?
19. In regards to planning, we will provide a response for each of the following questions:
 - a. Does the District develop a District Improvement Plan (DIP) annually?
 - b. Do all campuses in the district develop a Campus Improvement Plan (CIP) annually?
 - c. Does the District have an active and current facilities master plan? If yes, does the District consider these factors to inform the plan:
 - i. Does the District use enrollment projections?
 - ii. Does the District analyze facility capacity?
 - iii. Does the District evaluate facility condition?
 - d. Does the District have an active and current energy management plan?
 - e. Does the District maintain a clearly defined staffing formula for staff in maintenance, custodial, food service, and transportation?

20. In regards to District academic information, we will provide a response for each of the following questions:

- a. Does the District have a teacher mentoring program?
- b. Are decisions to adopt new programs or discontinue existing programs made based on quantifiable data and research?
- c. When adopting new programs, does the District define expected results?
- d. Does the District analyze student test results at the district and/or campus level to design, implement and/or monitor the use of curriculum and instructional programs?
- e. Does the District modify programs, plan staff development opportunities, or evaluate staff based on analyses of student test results?

Audit Procedures – General

We will provide observations or conclusions based on our evaluation of sufficient, appropriate evidence to assess the District's fiscal management, efficiency, utilization of resources, and whether the District has implemented best practices, utilized by other Texas school districts, which have a high likelihood of improving student academic achievement result. Our audit will provide objective analysis to assist taxpayers, management, and the Board of Trustees in using the information to assess whether the District's expenditures align with cost-effective and best practices, utilized by other Texas school districts, to improve student results. In addition, our efficiency audit does not constitute an engagement to provide audit, compilation, review or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any form of assurance as result of our efficiency audit.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Management's Responsibilities

The District is responsible for designing and implementing effective internal control. In addition, the District will be responsible for ensuring that all key District personnel actively participate in both the planning and execution of this engagement.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could lead to material noncompliance. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

We also provide non-attest services as part of the financial statement audit such as assistance with the preparation of the financial statements. Management has agreed to take responsibility for those non-attest services.

Engagement Administration, Fees, and Other

We understand that your staff will assist us in obtaining hard and electronic copies of all information we request. We will provide a secured portal on our website for this purpose and instruct your staff on how to load the information we need on it. We will provide the District with our report; however, management is responsible for distribution of the reports to others. This includes complying with the requirements stipulated in House Bill 3 that resulted from the 86th Texas Legislature. If an electronic copy of information is not available, then your staff shall provide access for review of the hard copy information. You are under no obligation to convert hard copy files into electronic files.

The final efficiency audit reports that Whitley Penn, LLP prepares and delivers are the property of the District. However, internal working papers that Whitley Penn, LLP personnel generate as well as the confidential methods used by the firm are proprietary and confidential to the firm. However, we may be requested to make certain audit documentation available pursuant to authority given by law or regulation, or to peer reviewers. We will notify you of any such request. If requested and a legal obligation exists for us to provide such documentation, access to such efficiency audit documentation will be provided under the supervision of Whitley Penn, LLP personnel. Furthermore, upon request and a legal obligation exists for us to provide such documentation, we may provide copies of selected efficiency audit documentation to the applicable parties. These parties may intend, or decide, to distribute copies or information contained therein to others, including other governmental agencies. All materials that Whitley Penn, LLP provides to the District are subject to the Texas Public Information Act (TPIA). Certain materials may be exempt from production pursuant to the Act depending upon the request. Whitley Penn, LLP merely as a vendor to the District is not subject to the TPIA. Therefore, its internal working papers are not subject to the TPIA.

The efficiency audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a qualified regulatory agency.

We expect to begin our efficiency audit on or about May 1, 2021, or as soon as is practical for our engagement team and the District's staff. We anticipate that we will complete our audit by July 31, 2021. Celina Cereceres, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services are estimated base on our standard hourly rates which vary according to the degree of responsibility involved and the experience level of the personnel assigned to the project, except that we agree our total fees will not exceed \$22,000. We will render monthly invoices as work progresses. These invoices will be payable within thirty (30) days of receipt. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full.

Government Auditing Standards require that we provide you with copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2018 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Fort Bend Independent School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Our engagement ends on delivery of our efficiency audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Very truly yours,

Whitley Penn LLP

RESPONSE:

This letter correctly sets forth the understanding of Fort Bend Independent School District

Signature: _____

Title: _____

Date: _____



Report on the Firm's System of Quality Control

July 19, 2018

To the Partners of Whitley Penn LLP and
the National Peer Review Committee.

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examination of service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

A handwritten signature in dark ink that reads "Olsen Thielen & Co., Ltd." in a cursive script.

Olsen Thielen & Co., Ltd.

2675 Long Lake Road | Roseville, Minnesota | 55113-1117 | 651-483-4521 | 651-483-2467 FAX | otcpas.com
300 Prairie Center Drive, Suite 300 | Eden Prairie, Minnesota | 55344-7908 | 952-941-9242 | 952-941-0577 FAX

BOT Meeting:	February 8, 2021
Solicitation No.:	RFP 21-023TA
References:	District Goal Scalable Systems
Description:	Local Area Network (LAN) Equipment and Related Items and Services <u>Recommendation</u> The Administration is seeking Board approval for the purchase of Local Area Network (LAN) equipment and related items and services from multiple vendors, Netsync Network Solutions, and Presidio Networked Solutions Group, LLC, in an amount not to exceed \$1,850,000 over a one-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2022. <u>Summary</u> On February 24, 2020, the Board approved Netsync Network Solutions to provide LAN equipment and related items and services through the Federal Communications Commission's E-rate Program (USAC-Universal Service Administrative Company), which expires February 23, 2021. On November 1, 2020, the District issued RFP 21-023TA soliciting proposals for LAN equipment and related items and services to secure a valid procurement option until the upcoming E-rate fund year beginning July 1, 2021 through June 30, 2022. Three proposals were received and evaluated by a panel made up of staff members from the Information Technology Department. Netsync Network Solutions and Presidio Networked Solutions Group, LLC, offered the best value to the District in supplying software, hardware, and professional services. The hardware and software will consist of wireless and wired networks, telephones, computers, building automation systems, and other devices requiring network connectivity for functionality. The equipment and services are needed to keep data and voice services operational across the District. <u>Background</u> Expenditures in 2019-20 were \$1,284,665. Expenditures will not exceed \$1,850,000 through February 2022 and funding is included in the budget.
Requested By:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
Vendors:	Netsync Network Solutions Presidio Networked Solutions Group, LLC
Budget Sources:	General Fund Bond Funds
Amount:	Not to Exceed - \$1,850,000 through February 2022

Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	0
Number of vendors contacted by FBISD Notification System:	1352
Number of vendors downloaded the solicitation:	55
Number of responses received:	3
Number of “no bid” responses received:	2
Length of commitment:	Through February 2022
Last solicitation date:	February 2020
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

Evaluation Summary
RFP 21-023TA Local Area Network (LAN) Equipment and Related Items and Services

Vendor	Purchase Price (30 pts. max)	Reputation of the Vendor and the Vendor's Goods and Services (10 pts. max)	Quality of the Vendor's Goods or Services (25 pts. max)	Extent to Which the Goods or Services Meet the District's Needs (20 pts. max)	Vendor's Past Relationship with the District or Similar Sized District (5 pts. max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. max)	Insurance Requirements (Pass/Fail)	Total Score (100 pts. max)	Proposer's Ranking
Netsync Network Solutions	30.00	6.00	21.67	17.78	4.83	10.00	Pass	90.28	1
Presidio Networked Solutions Group, LLC	29.03	6.00	21.04	17.11	4.50	10.00	Pass	87.68	2
KC Premier	20.43	1.00	13.54	12.00	1.33	10.00	Pass	58.30	3

RFP 21-023TA
Local Area Network (LAN) Equipment and Related Items and Services

	Evaluation Criteria	Point System
1	Purchase Price Offer a fair reasonable price for items to be procured by Fort Bend ISD. Pricing will be calculated using the Price Delivery Sheet in this document.	30 points
2	Reputation of the Vendor and of the Vendor's Goods or Services Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of good or services. References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.	10 points
3	Quality of the Vendor's Goods or Services • Project management experience • Experience with structured cabling solutions • Experience working in networking wiring centers (MDF/IDF) • Experience working with and deploying UPS and PDU • Certifications (CCIE, CCNP, CCNA, CISSP) • Certified Reseller • Experience with LAN wireless systems (802.11)	25 points
4	Extent to Which the Goods or Services Meet the District's Needs • Integrated solution that will handle the end-to-end process from recruiting through onboarding. • System that is user-friendly	20 points
5	Vendor's Past Relationship with the District	5 points
6	Insurance Requirements A copy of the Certificate of Liability Insurance and Waiver of Subrogation should be in your proposal.	Pass/Fail
7	Extent to which the vendor agrees to our Standard Form of Agreement embedded herein as Appendix A. By Signing the Agreement , you assent to the Terms and Conditions of Fort Bend ISD.	10 points
	TOTAL	100 points

BOT Meeting:	February 8, 2021
Solicitation No.:	RFP 21-024LJ
References:	District Goal Scalable Systems
Description:	Enterprise Internet Access Service with Transport – Primary Network Operations Center <u>Recommendation</u> The Administration is seeking Board approval for the continued purchase of Enterprise Internet Access Service with Transport at the primary data center co-location site from Windstream Services II, LLC (Windstream), in an amount not-to-exceed \$1,036,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2026. <u>Summary</u> On February 15, 2016, the Board approved primary enterprise internet services from Comcast through an RFP, which expires on June 30, 2021. To meet the E-Rate funding year deadlines, the District must obtain Board approval prior to March 1, 2021, for the new services. The contract for Comcast will remain intact through June 30, 2021, while the District transitions to Windstream, which will be in full effect on July 1, 2021. To facilitate a successful transition and ensure continuous service, there will be two months of overlapping contracts. On November 19, 2020, the District issued RFP 20-024LJ soliciting proposals for Enterprise Internet Access Service with Transport. Windstream provided the best value as an internet service supplier, to provide enterprise internet access service to the District's Primary Data Center Colocation Site. These internet services are required to provide the connection for resilient, robust, high-bandwidth Internet connectivity to the District for instructional and administrative functions such as Schoology, Teams, Zoom, YouTube, Virtual Private Networks, PeopleSoft, Jabber remote softphone, etc. Additionally, the surge in online resource utilization has increased the District's overall demand and need for bandwidth. The District has recently upgraded the primary enterprise internet bandwidth from 6Gb to 20Gb in response to current demand due to the COVID-19 dual-instruction model. The demand for bandwidth is anticipated to increase again as more students return to face-to-face while others remain online, more online tools and resources are leveraged to deliver instruction, and the use of video streaming services such as Microsoft Teams and Zoom continue to increase. The approval of this recommendation will allow the District to incrementally increase internet bandwidth up to 100Gb to meet the District's needs.

	Enterprise Internet Services are qualified for federal reimbursement through the E-rate Program (USAC-Universal Service Administrative Company). The District will seek reimbursement for qualified expenditures. <u>Background</u> Expenditures in 2019-20 were \$82,654.65. Expenditures will not exceed \$1,036,000 through February 2026 and funding is included in the budget.
Requested By:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
Vendors:	Windstream Services II, LLC
Budget Sources:	General Fund Federal Funds
Amount:	Not to Exceed \$1,036,000 through February 2026
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	10
Number of vendors contacted by FBISD Notification System:	3158
Number of vendors downloaded the solicitation:	44
Number of responses received:	8
Number of “no bid” responses received:	1
Length of commitment:	Through February 2026
Last solicitation date:	N/A
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

Evaluation Summary
RFP 21-024LJ Enterprise Internet Access Service with Transport – Primary Network Operations Center

Vendor	Purchase Price (25 pts. max)	Reputation of the Vendor and the Vendor's Goods and Services (5 pts. max)	Quality of the Vendor's Goods or Services (20 pts. max)	Extent to Which the Goods or Services Meet the District's Needs (20 pts. max)	Vendor's Past Relationship With the District or Similar-Sized District (5 pts. max)	Long-Term Cost to the District to Acquire the Vendor's Goods or Services (15 pts. max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. max)	Insurance Requirements (Pass/Fail)	Total Score (100 pts. Max)	Proposer's Ranking
Windstream Services II, LLC	25.00	4.40	12.00	12.50	5.00	15.00	10.00	Pass	83.90	1
Crown Castle	21.82	4.80	16.75	17.75	4.00	13.09	5.00	Pass	83.21	2
PS Lightwave	20.54	4.00	17.75	17.00	5.00	12.33	5.00	Pass	81.62	3
Comcast Business	13.97	1.70	11.50	13.50	5.00	8.38	1.00	Pass	55.05	4
American Financial Marketing Group Inc. dba AF Verizon Telecom	5.14	2.00	12.75	13.50	1.00	3.17	10.00	Pass	47.56	5
Entouch Systems	1.00	2.70	10.75	10.75	2.00	1.00	10.00	Pass	38.20	6
Cogent Communications, Inc.	1.00	4.00	12.00	11.00	5.00	1.00	1.00	Pass	35.00	7

Evaluation Summary
RFP 21-024LJ Enterprise Internet Access Service with Transport – Primary Network Operations Center

Vendor	Purchase Price (25 pts. max)	Reputation of the Vendor and the Vendor's Goods and Services (5 pts. max)	Quality of the Vendor's Goods or Services (20 pts. max)	Extent to Which the Goods or Services Meet the District's Needs (20 pts. max)	Vendor's Past Relationship With the District or Similar-Sized District (5 pts. max)	Long-Term Cost to the District to Acquire the Vendor's Goods or Services (15 pts. max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. max)	Insurance Requirements (Pass/Fail)	Total Score (100 pts. Max)	Proposer's Ranking
LEARN: Lonestar Education and Research Network										DQ

**DQ is due to incomplete proposal, therefore, it did not meet E-Rate requirements.*

RFP 21-024LJ

Enterprise Internet Access Service with Transport – Primary Network Operations Center

	Evaluation Criteria	Point System
1	Purchase Price Offer a fair reasonable price for eligible goods and services to be procured by Fort Bend ISD. Pricing will be calculated using the Price Delivery Sheet in this document.	25 points
2	Reputation of the Vendor and of the Vendor's Goods or Services Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of good or services. (References will be contacted via email with a deadline. If no response is received by the deadline, there will be points deducted in this section.)	5 points
3	Quality of the Vendor's Goods or Services • Service capabilities, report capabilities training, on-going maintenance, and technical support • Demonstrates peering capability and arrangements • Demonstrates SLA's on a five nines uptime • Vendor's products should be new and be of the highest quality	20 points
4	Extent to Which the Goods or Services Meet the District's Needs • Services that meet district requirements • Integrated solution that meets district's needs. • Solution that will scale to meet district's needs without hardware change.	20 points
5	Vendor's Past Relationship with the District For reference, the vendor may list any past projects or contracts that the service provider has had with the district.	5 points
6	Long-Term Cost to the District to Acquire the Vendor's Goods or Services • Monthly recurring cost for services under 100Gigs	15 points
7	Extent to which the vendor agrees to our Standard Form of Agreement embedded herein as Appendix A. By Signing the Agreement , you assent to the Terms and Conditions of Fort Bend ISD.	10 points
8	Insurance Requirements A copy of the Certificate of Liability Insurance and Waiver of Subrogation should be in your proposal.	Pass/Fail
	TOTAL	100 points

BOT Meeting:	February 8, 2021
Solicitation No.:	RFP 21-024LJ
References:	District Goal Scalable Systems
Description:	Enterprise Internet Access Service with Transport – Secondary Network Operations Center <u>Recommendation</u> The Administration is seeking Board approval for the continued purchase of Enterprise Internet Access Service with Transport at the secondary data center co-location site from Consolidated Communications Enterprise Services, Inc., in an amount not-to-exceed \$887,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2026. <u>Summary</u> On March 23, 2020, the Board approved the purchase of Enterprise Internet Services from AT&T Corp. through the Department of Information Resources Purchasing Cooperative, which expires on July 1, 2021. To meet the E-Rate funding year deadlines, the District must obtain Board approval prior to March 1, 2021 for the new services. The contract for AT&T Corp. will remain intact through July 1, 2021 while we transition to Consolidated Communications Enterprise Services, Inc., which will be in full effect on July 2, 2021. To facilitate a successful transition and ensure continuous service, there will be two months of overlapping contracts. On November 19, 2020, the District issued RFP 20-024LJ soliciting proposals for Enterprise Internet Access Service with Transport. Consolidated Communications Enterprise Services, Inc., provided the best value as an internet service supplier, to provide secondary enterprise internet access service to the District. The District uses the secondary enterprise internet services to provide the connection for resilient, robust, high-bandwidth Internet connectivity to the District for instructional and administrative functions such as Schoology, Teams, Zoom, YouTube, Virtual Private Networks, PeopleSoft, Jabber remote softphone, etc. Additionally, the surge in online resource use has increased the District's overall demand and need for bandwidth. The secondary data co-location site manages the added bandwidth and failover to support the District's primary internet and reduces redundancy for critical internet services. The secondary enterprise internet will also facilitate systems and applications, disaster recovery, and business continuity plans. Additionally, the increase in online resources use has increased the demand for overall bandwidth needs.

	The District has recently upgraded the secondary enterprise internet bandwidth from 6Gb to 20Gb in response to current demands due to the COVID-19 dual-instruction model. The demand for bandwidth is expected to increase again as more students return to face-to-face while others remain online, more online tools and resources are used to deliver instruction, and the use of video streaming services such as Microsoft Teams and Zoom continue to increase. The approval of this recommendation will allow the District to incrementally increase internet bandwidth up to 100Gb to meet the District’s needs. Enterprise Internet Services are qualified for federal reimbursement through the E-rate Program (USAC-Universal Service Administrative Company). The District will seek reimbursement for qualified expenditures. <u>Background</u> Expenditures in 2019-20 were \$ 64,200. Expenditures will not exceed \$887,000 through February 2026 and funding is included in the budget.
Requested By:	Long H. Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
Vendors:	Consolidated Communications Enterprise Services, Inc.
Budget Sources:	General Funds Federal Funds
Amount:	Not to Exceed - \$887,000 through February 2026
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	10
Number of vendors contacted by FBISD Notification System:	3158
Number of vendors downloaded the solicitation:	44
Number of responses received:	8
Number of “no bid” responses received:	1
Length of commitment:	Through February 2026
Last solicitation date:	N/A
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

Evaluation Summary

RFP #21-024LJ Enterprise Internet Access Service with Transport – Secondary Network Operations Center

Vendor	Purchase Price (25 pts. max)	Reputation of the Vendor and the Vendor's Goods and Services (5 pts. max)	Quality of the Vendor's Goods or Services (20 pts. max)	Extent to Which the Goods or Services Meet the District's Needs (20 pts. max)	Vendor's Past Relationship With the District or Similar Sized District (5 pts. max)	Long-Term Cost to the District to Acquire the Vendor's Goods or Services (15 pts. max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. max)	Insurance Requirements (Pass/Fail)	Total Score (100 pts. Max)	Proposer's Ranking
Consolidated Communications Enterprise Services, Inc.	25.00	2.60	14.75	16.25	2.00	15.00	10.00	Pass	85.60	1
PS Lightwave	20.98	4.00	17.25	17.25	5.00	12.17	5.00	Pass	81.65	2
Cogent Communications, Inc.	20.09	4.00	16.50	14.50	5.00	14.55	1.00	Pass	75.64	3
Crown Castle	19.18	4.80	15.00	16.50	4.00	11.13	5.00	Pass	75.61	4
Zayo Group, LLC	19.74	1.70	16.25	15.00	4.00	11.60	5.00	Pass	73.29	5
American Financial Marketing Group Inc. dba AF Verizon Telecom	4.52	2.00	12.75	13.50	1.00	2.69	10.00	Pass	46.46	6

Evaluation Summary

RFP #21-024LJ Enterprise Internet Access Service with Transport – Secondary Network Operations Center

Vendor	Purchase Price (25 pts. max)	Reputation of the Vendor and the Vendor's Goods and Services (5 pts. max)	Quality of the Vendor's Goods or Services (20 pts. max)	Extent to Which the Goods or Services Meet the District's Needs (20 pts. max)	Vendor's Past Relationship With the District or Similar Sized District (5 pts. max)	Long-Term Cost to the District to Acquire the Vendor's Goods or Services (15 pts. max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. max)	Insurance Requirements (Pass/Fail)	Total Score (100 pts. Max)	Proposer's Ranking
Entouch Systems	1.00	2.70	11.75	11.75	2.00	1.00	10.00	Pass	40.20	7
LEARN: Lonestar Education and Research Network										DQ

*DQ is due to incomplete proposal, therefore it did not meet E-Rate requirements.

RFP 21-024LJ

Enterprise Internet Access Service with Transport – Secondary Network Operations Center

	Evaluation Criteria	Point System
1	Purchase Price Offer a fair reasonable price for eligible goods and services to be procured by Fort Bend ISD. Pricing will be calculated using the Price Delivery Sheet in this document.	25 points
2	Reputation of the Vendor and of the Vendor's Goods or Services Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of good or services. References will be contacted via email with a deadline. If no response is received by the deadline, there will be points deducted in this section.	5 points
3	Quality of the Vendor's Goods or Services • Service capabilities, report capabilities training, on-going maintenance, and technical support • Demonstrates peering capability and arrangements • Demonstrates SLA's on a five nines uptime • Vendor's products should be new and be of the highest quality	20 points
4	Extent to Which the Goods or Services Meet the District's Needs • Services that meet district requirements • Integrated solution that meets district's needs. • Solution that will scale to meet district's needs without hardware change.	20 points
5	Vendor's Past Relationship with the District. For reference, the vendor may list any past projects or contracts that the service provider has had with the district.	5 points
6	Long-Term Cost to the District to Acquire the Vendor's Goods or Services • Monthly recurring cost for services under 100Gigs	15 points
8	Extent to Which the Vendor Agrees to our Standard Form of Agreement embedded herein as Appendix A. By Signing the Agreement , you assent to the Terms and Conditions of Fort Bend ISD.	10 points
9	Insurance Requirements A copy of the Certificate of Liability Insurance and Waiver of Subrogation should be in your proposal.	Pass/Fail
	TOTAL	100 points

BOT Meeting:	February 8, 2021
Solicitation No.:	21-044AR The Interlocal Purchasing System (TIPS) Cooperative
References:	District Goal Scalable Systems
Description:	Comprehensive Facilities Management and Services – Janitorial Services <u>Recommendation</u> The Administration is seeking Board approval for the continued purchase of janitorial services for the James Reese Career and Technical Center (The Center) under a cooperative contract with The Interlocal Purchasing System (TIPS) in an amount not to exceed \$2,000,000 over a two-year period, and authorization for the Superintendent to negotiate and execute the agreements through March 2023. <u>Summary</u> On July 15, 2019, the Board approved janitorial services and related items for The Center through a BuyBoard purchasing cooperative contract with SSC Service Solutions that expires on February 28, 2021. The Fort Bend ISD Facilities Department is seeking approval to continue using SSC Service Solutions through a new cooperative contract with TIPS. The TIPS contract will allow the District to fulfill the janitorial service needs of The Center efficiently and effectively and comply with school district bidding requirements. The current cooperative contract has renewal options through March 2023. Should the contract not renew for the full term, staff will return to the Board to request authorization to use the new cooperative contract, an alternate cooperative contract, or an alternate procurement method. The District opened The Center in the 2019-20 school year. The Center can be used up to seven days a week in support of the automotive shop, event center, salon, daycare, and restaurant. The Center is designated for District students and staff and is opened to the public. The Facilities Department has determined that the janitorial services required to support The Center are unique and better suited for an external janitorial services provider. Currently, the facility has not reached optimum operational capacity, and the Facilities Department has not determined the number of District FTEs (Full Time Equivalent) required to maintain the building. Through observation, the Facilities Department will develop a plan for a possible transition to in-house staff in future years. Some of the advantages of outsourcing the janitorial services include the flexibility to adjust according to the fluctuating demands of The Center and the services offered. Additionally, the District will have the personnel available without directly incurring the costs associated with screening, hiring, processing, and training employees.

	Further, the fiscal impact related to absenteeism, leave of absences, vacation days, and insurance coverage will be provided by SSC Service Solutions. A District Zone Supervisor will closely monitor SSC Service Solutions. In times of budgetary constraints, adjustments can be made to the frequency of services without having layoffs. The outsourcing model has the potential to reduce overhead costs originated from assigning supervisory personnel and the acquisition and maintenance of janitorial equipment for an additional school site. The revenue generated at The Center is expected to be used to offset the costs of the janitorial service contract. <u>Background</u> Expenditures in 2019-20 were \$669,356 for these services. Expenditures will not exceed \$2,000,000 through March 2023 and funding is included in the budget.
Requested By:	Oscar Perez, Chief Operations Officer Bryan Guinn, Chief Financial Officer
Vendor:	SSC Service Solutions
Budget Sources:	General Fund
Amount:	Not to Exceed - \$2,000,000 through March 2023
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	N/A
Number of vendors contacted by FBISD Notification System:	N/A
Number of vendors downloaded the solicitation:	N/A
Number of responses received:	N/A
Number of "no bid" responses received:	N/A
Length of commitment:	Through March 2023
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
Action: Review: Budget Amendment
Regarding Use of 2014 Bond
Program Contingency Funds
References: Board Policy CV (Local)
Scalable Systems
Department: Operations

Recommendation

Consideration and possible approval of the use of the 2014 Bond Program Contingency as proposed.

Summary

As the 2014 Bond Program concludes, several projects have been closed out and the surplus funds have been contributed back into the program contingency reflecting a cumulative amount of \$21,473,917.86 as of January 2021.

The new cumulative program contingency for the 2014 Bond Program as of February 2021 will be \$21,255,917.86. This amount represents available program contingency as of January 2021, including the proposed “use” of contingency discussed herein.

It is important to note that the program contingency discussed above is a “working” program contingency account that fluctuates on a day-to-day basis, as surplus budgeted funds are contributed to the account, or as the Board approved the use of available funds.

Background

The following table reflects the program contingency balance as of February 2021. These totals are subject to change daily as change orders are approved and budget from completed projects are closed out.

The program contingency is comprised of surplus budget from completed projects or amounts unspent due to a change of scope. The table includes projects that were and will be recommended for approval. It is important to note that as projects are being closed out, it is necessary to include cents in the program contingency amounts to allow for exact budget reconciliations.

Description	Budget (Shortage)/Surplus
Cumulative Program Contingency as of January 2021	\$21,473,917.86
Contributions	
Contribution Sub-Total	\$0
Uses	
Edgar Glover Jr. Elementary School – Extended Day Repair	(\$218,000.00)
Use Sub-Total	(\$218,000.00)
Net Proposed Activity February 2021	(\$218,000.00)
Cumulative Bond Program Contingency as of February 2021	\$21,255,917.86

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: February 8, 2021
**Action: Action: Deliberate Procurement of
Superintendent Search Firm**
References: Board Governance
Department: Board of Trustees

Summary

The Board of Trustees will deliberate procurement of a superintendent search firm.