

Notice of Public Budget Hearing
The Board of Trustees
Fort Bend Independent School District

Monday, March 22, 2021

Notice is hereby given that a Board of Trustees Public Budget Hearing will be held on Monday, March 22, 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 also register to

address the Board at the following address:

<https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Agenda%20Review%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. Information
 - A. Board Governance
 1. 2021-22 PASA Demographic Update 4
 2. 2020-21 Annual Enrollment Review 5
3. 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
4. Reconvene in Open Session
5. Consider Action on Closed Session Items
6. Review
 - A. Board Governance
 1. Review Revisions to Local Board Policies 12
 - a. CK (Local): Safety Program/Risk Management 14
 - b. EHDE (Local): Alternative Methods for Earning Credit: Distance Learning 16
 - c. FFA (Local): Student Welfare: Wellness and Health Services 20
 - d. FB (Local): Equal Education Opportunity 36
 - B. Board Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum
 1. Review Waiver for Kindergarten through Eighth Grade Hybrid Instruction During District-Scheduled Testing Days 42

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C. Board Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a robust Collaborative Community at every school	
1. Review Victims of Crime Act Grant Application for Year-Three of the K-12 Campus Victim Assistance Program	61
D. Scalable Systems	
1. Review Funding and Executing Six New Technology Projects, Review Approval of Related Project Budgets, and Review Approval of Funding Projects using the 2014 Bond Program Contingency	63
2. Review Water Meter Easement Agreement with Brazoria-Fort Bend Counties Municipal Utilities District Number 3 for New High School 12	65
3. Review Contract with Mobile Modular Management Corporation to Lease and/or Purchase Portable Classroom Buildings for the 2021-22 School Year; Review a Job Order Contract with J. R. Thomas Group, Inc., for Infrastructure Set-Up for Portable Classroom Buildings; and Review a Design Services Agreement with Molina Walker Almaguer Architects	79
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a. Review Purchase of General Grocery and Non-Food Items from New Caney ISD School Purchasing Alliance	93
b. Review Purchase of SchoolDude Facilities Management Software and Solutions Annual Support	95
c. Review Purchase of Professional Learning Consulting Services	97
d. Review Purchase of Device Sanitation Services	102
e. Review Purchase of School Liability, Privacy and Information Security, Auto Liability, Auto Physical Damage, and Violent Acts Insurance through Texas Association of School Boards' Risk Management Fund	104
f. Review Purchase of Seven Towerpoint Cell Tower Lease Buyouts	106
7. 2014 Bond Program	
a. Review Use of the 2014 Bond Program Contingency as Proposed	112
7. Audience Responses to Agenda Items Posted for this Meeting	
8. Action	
9. Adjournment	

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: March 22, 2021
Action: Information: Annual Demographic Update
References: Board Policy CV (Legal) Scalable Systems
Department: Collaborative Communities

Summary

The District's demographer, Population and Survey Analysts (PASA), will provide an overview of the 2021-22 Demographic Update, which will include the following:

- Projections of new housing construction
- Economic and employment trends
- Student enrollment projections through the year 2030 and
- Develop Low Growth, Moderate Growth and High Growth Scenarios District-wide for the next ten years

Note: Printed copies of the comprehensive demographic report will be provided to the Board prior to March 22.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Anthony Indelicato
Chief of Staff and Collaborative Communities

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
Action: Information: 2021-22 Annual Enrollment Review
References: Board Policy FC (Local) Scalable Systems
Department: Collaborative Communities

Summary

Per Policy FC (Local), staff completed, and will present, the Annual Enrollment Review to the Board. This will include information regarding campuses projected to be over-utilized and under-utilized across the District for the 2021-22 school year. Staff will highlight areas across the District which will likely require mitigation strategies for the 2021-22 school year to manage enrollment at campuses which project an increased enrollment beyond current campus capacity. Staff will also include a brief update to the Facilities Master Plan. A more in-depth update to the Facilities Master Plan will occur later this spring along with associated community planning efforts and possible future bond implications.

Background

The District's demographer, Population and Survey Analysts (PASA), provided student enrollment projections based on the moderate-growth scenario for the 2021-22 school year. Staff has analyzed the enrollment projections and will highlight campuses for which the District will likely need to manage enrollment in 2021-22 and include the specific enrollment management recommendations.

As the District continues to support campuses through the pandemic, there are key points that impacted our Annual Enrollment Review as we continue to plan for the 2021-22 school year. This includes guiding principles in Policy FC (Local) that helped direct our work and an awareness of the risks and assumptions from the demographic study and the impact of the current pandemic.

Guiding Principles

Staff has remained true to processes that have benefitted the District in recent years when creating the Annual Enrollment Review and the recommended mitigation strategies to support campuses that have a projected enrollment which may exceed their current capacity. At the same time, there is learning we have gained this year as a result of the pandemic that has also been incorporated into this report including social distancing utilization, and our current dual learning systems.

Risks

Like many school districts across the country, Fort Bend ISD has experienced a decline in enrollment with some students who attended a FBISD campus in 2019-20 no longer in attendance and even after home visits and other outreach efforts, the student and family have not been located. In planning for the 2021-22 school year, this yields a greater degree of uncertainty with enrollment for the District and for each campus. Of concern is the uncertainty around Pre-K enrollment for 2021-22 as some parents may have not enrolled their child in 2020-21 but plan to enroll in 2021-22.

Assumptions

There are several assumptions that helped guide our work, including:

- The PASA moderate projected enrollment was used when determining recommendations
- Recommendations include PASA's projection that 75% of students not recovered in 2020-21 will re-enroll in FBISD in 2021-22
- Recommendations were made under the premise that all students return face-to-face in 2021-22 and under current social distancing protocols. This is a strategic assumption staff made as it provides the most challenging utilization scenario for each campus. Reviewing each campus through the lens of this assumption (and the resulting recommendation) best positions each campus to have the necessary space for 2021-22.

Rationale

To manage responsibly and proactively through the risks and assumptions mentioned above, staff has based all enrollment management strategies on PASA's moderate projection. In addition, staff has been intentionally collaborative with all impacted District departments and campus principals to ensure decisions are thoroughly vetted.

Department of School Leadership walked campuses whose projected enrollment may exceed current capacity and spoke with the principal regarding any anticipated capacity needs or unique circumstances to consider. The Operations Department also walked campuses and verified temporary capacity at campuses. In addition, recommendations were decided in a collaborative format that involved multiple District departments and principal feedback. Staff has and will continue to engage with campus principals to address enrollment needs. Staff also continues the partnership with Caissa to support student retention and recruitment.

Campus Capacity/Utilization

In previous years, staff has focused on campus functional capacity to determine anticipated utilization for campuses. We realize in planning for the 2021-22 school year the need to also consider campus utilization with regards to social distancing protocols.

The following definitions help explain the tables below:

- **Campus Capacity Utilization** – The percentage of the pre-COVID functional capacity of the building utilization based on projected enrollment. This includes the functional capacity and any temporary capacity (temporary buildings) on campus.
- **Social Distancing Utilization** – The percentage of the capacity of the building utilization based on the 2021-22 projected enrollment of students including social distancing protocols with space between students in classrooms. This percentage was determined by our Operations Department in collaboration with the campus administration at each school.

*Some campuses will show a decrease in utilization under the Social Distancing Utilization column while others show an increase in utilization. This is due to the variation in campus floorplans and the number and size of flexible spaces that could be utilized to support instruction.

The table below represents how campus utilization may change regarding social distancing.

Overutilized Campuses: The following campuses project to have utilization greater than 100% of campus capacity utilization and/or social distancing utilization in the 2021-22 school year:

Campus	Campus Capacity Utilization	Social Distancing Utilization
Commonwealth ES	110.03%	117.42%
Heritage Rose ES	100.68%	83.96%
Leonetti ES	110.42%	112.91%
Malala ES	110.33%	82.54%
Neill ES	101.70%	100.83%
Palmer ES	107.28%	105.78%
Parks ES	94.71%	102.06%
Pecan Grove ES	96.90%	104.07%
Schiff ES	103.79%	93.52%
Seguin ES	98.50%	100.22%
Settlers Way ES	95.73%	111.67%

Sienna Crossing ES	97.81%	100.16%
Sullivan ES	107.15%	96.63%
Bowie MS	99.37%	110.12%
First Colony MS	85.63%	111.61%
Fort Settlement MS	91.85%	101.66%
Garcia MS	95.30%	106.96%
Thornton MS	112.61%	108.19%
Dulles HS	95.66%	106.78%
Elkins HS	105.35%	113.89%
Hightower HS	89.44%	100.67%
Ridge Point HS	99.21%	103.13%
Travis HS	98.31%	102.21%

Ridge Point High School is not projected to be an overutilized campus next year due to the cap and overflow to Hightower HS and the 15 temporary buildings on campus. This short-term enrollment management strategy will remain in effect until the opening of High School 12 and the approval of accompanying attendance boundaries.

Underutilized Campuses: The following campuses project to have utilization less than 80% in both campus capacity utilization and social distancing utilization in the 2021-22 school year:

Campus	Campus Capacity Utilization	Social Distancing Utilization
Armstrong ES	61.11%	61.06%
Blue Ridge ES	42.07%	38.79%
Briargate ES	56.02%	46.44%
Burton ES	62.32%	57.22%
Dulles ES	74.91%	65.60%
Fleming ES	63.44%	64.16%
Glover ES	49.36%	46.71%
EA Jones ES	47.39%	49.78%
Jordan ES	67.37%	74.91%
Lantern Lane ES	58.70%	74.14%
Lexington Creek ES	66.71%	78.12%
Mission Bend ES	50.00%	57.13%
Mission Glen ES	53.59%	72.60%
Mission West ES	61.20%	73.47%
Quail Valley ES	65.00%	69.28%
Ridgegate ES	48.10%	53.53%
Sugar Mill ES	67.68%	68.44%
Townwest ES	55.86%	56.73%
Hodges Bend MS	60.66%	78.16%
McAuliffe MS	61.16%	78.09%

Missouri City MS	55.01%	66.74%
Quail Valley MS	65.83%	77.03%
Marshall HS	55.76%	60.82%
Willowridge HS	50.02%	57.83%

If a campus does not appear in the under- or over-utilization tables, then they are in the range of efficient utilization for both campus capacity utilization and social distancing utilization for the 2021-22 school year. Policy FC (Local) states efficient utilization is building utilization between 80-100%.

Enrollment Management

The table below outlines the enrollment management strategies to support campuses that are projected to be overutilized. Staff will also continue to monitor the percent of students selecting face-to-face instruction for the fourth grading period, progression of vaccine distribution, and plans for the 2021-22 school year as additional data points in preparation for next school year.

Campus	Campus Enrollment Management Strategy
Barrington Place/Lakeview ES	Relocate LVE students to BPE for 2021 fall semester.
Commonwealth ES	Continue Cap and Overflow to Settlers Way
Heritage Rose ES	Continue Cap and Overflow to Scanlan Oaks. Add two temporary buildings.
Leonetti ES	Add five temporary buildings.
Malala ES	Add two temporary buildings.
Neill ES	Add one temporary building.
Palmer ES	Add one temporary building.
Parks ES	Continue to monitor, no temporary buildings needed at this time.
Pecan Grove ES	Add two temporary buildings.
Schiff ES	Add two temporary buildings.
Seguin ES	Add one temporary building.
Settlers Way ES	Add two temporary buildings.
Sienna Crossing ES	Continue current strategy. Pending further review based on the 2021-22 return to school plan.
Sullivan ES	Continue current strategy (use of temporary buildings). Pending further review based on the 2021-22 return to school plan.
Bowie MS	Continue current strategy (use of temporary buildings). Pending further review based on the 2021-22 return to school plan.

First Colony MS	Continue current strategy (use of temporary buildings). Pending further review based on the 2021-22 return to school plan.
Fort Settlement MS	Continue current strategy (use of temporary buildings). Pending further review based on the 2021-22 return to school plan.
Garcia MS	Continue current strategy (use of temporary buildings). Pending further review based on the 2021-22 return to school plan.
Thornton MS	Add four temporary buildings.
Dulles HS	Continue current strategy (use of temporary buildings). Pending further review based on the 2021-22 return to school plan.
Elkins HS	Add three temporary buildings. Pending further review based on the 2021-22 return to school plan.
Hightower HS	Continue current strategy (use of temporary buildings). Pending further review based on the 2021-22 return to school plan.
Ridge Point HS	Continue current strategy (use of temporary buildings). Pending further review based on the 2021-22 return to school plan.
Travis HS	Pending further review based on the 2021-22 return to school plan.

Future Planning

Staff will provide an overview on the Facilities Master Plan, community planning, and the projected 2021-22 work of the School Boundary Oversight Committee resulting in recommended boundary changes to take effect in the 2022-23 school year.

Later this spring, a robust update to the 2018 Facilities Master Plan will be presented to the Board for consideration as well as anticipated long-range needs and future bond implications.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Anthony Indelicato
Chief of Staff and Collaborative Communities

Oscar Perez
Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
Action: Review: Revisions to Policies CK (Local), EHDE (Local), FFA (Local), and FB (Local)
References: Board Policy: Local policies for CK, EHDE, FFA, and FB
Department: Chief of Staff and Collaborative Communities

Recommendation

Consideration and possible approval of proposed revisions to policies CK (Local), EHDE (Local), FFA (Local), and FB (Local).

Summary

CK (Local): Safety Program/Risk Management

The Administration is recommending revision of this policy to:

- Add a philosophy statement.
- Include language to define risk management, risk retention and safety.
- Articulate language to provide purpose, goal and function of Risk Management.
- Add definitions to provide clarity supporting policy content including defining risk in relation to workers compensation.
- Articulate language to address establishing procedures.

EHDE (Local): Alternative Methods for Earning Credit: Distance Learning

The Administration is recommending revision of this policy to:

- Add a philosophy statement.
- Add content and definitions to differentiate between in-district and out-of-district virtual learning including learning model shift and cross entity.
- Extend what procedures shall include to support the policy.

FFA (Local): Student Welfare: Wellness and Health Services

The Administration is recommending revision of this policy to:

- Articulate language in the philosophy statement.
- Clarify language regarding not allowing silent lunch and minimum eating times.
- Add content regarding annual review of the policy and wellness plan.

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.

FB (Local): Equal Education Opportunity

The Administration is recommending revision of this policy to:

- Articulate language to allow District to designate and authorize in response to new Title IX regulations.

A draft of all policies cited in this agenda item will be shared with the Board before the Mach 22 workshop meeting.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Anthony Indelicato
Chief of Staff and Collaborative Communities

SAFETY PROGRAM/RISK MANAGEMENT

CK
(LOCAL)

Philosophy The Board believes providing students and staff a safe and secure learning and working environment enables students to reach their full potential academically, socially and emotionally and allows the achievement of District Goals. As a result, the District shall proactively manage risk to provide stakeholders and staff a safe environment.

Purpose The Board values the people who learn and work in the District. The District seeks to preserve human and physical assets, to control financial losses and liabilities, and to minimize risk that impact student success and impede achievement of District goals.

Definitions The following definitions shall apply for purposes of this policy.

Risk Management Risk management is the administration of processes to identify, analyze, control, and minimize exposure to financial losses that affect District assets.

Risk Retention Risk retention refers to decisions about how, if or what amount of losses will be paid from the General Fund instead of covered by insurance.

Safety Safety is a systemic function of risk management aimed to identify hazards and control the risks they pose.

Comprehensive Risk Management The goal and function of District Risk Management is to apply generally accepted risk management principles and techniques that include exposure identification and analysis, financing alternatives, control and safety, and program evaluation in partnership with all departments within the District. Risk Management exists to protect the health, safety, and welfare of students, employees, the citizens it serves, and its property, assets, and other resources.

All District employees are expected to act responsibly in the conduct of their duties and shall be required to participate in the District's Risk Management Program to the extent required by the District and its designees. All Risk Management policies, guidelines, and procedures shall be in accordance with federal, state, and local laws.

The Program is based upon the following goals:

- Identify internal and external exposures to unsafe conditions and loss; select and implement loss prevention or reduction methods; and monitor results for future improvement.
- Provide a risk financing program that combines risk retention techniques with the purchase of insurance to assure recovery from accidental loss using the most cost-effective methods possible.

SAFETY PROGRAM/RISK MANAGEMENT

CK
(LOCAL)

- Evaluate departmental activities and assist departments in making informed decisions regarding assumption or transfer of risk.
- Support departments in providing complete and timely information regarding the costs and benefits of the District's Risk Management Program.
- Develop and continuously re-evaluate risk finance and control options, occupational and environmental safety guidelines and procedures that maximize protection to the District.

Comprehensive Safety Programs

The Superintendent or designee shall establish administrative procedures as part of the comprehensive District Risk Management Plan. Procedures shall include the development, implementation and required training of safety programs. Safety is fundamental to our operations and as a result these programs shall address the safety of students, employees, visitors, and all others with whom the District conducts business.

ALTERNATIVE METHODS FOR EARNING CREDIT
DISTANCE LEARNING

EHDE
(LOCAL)

Philosophy	The Board believes students achieve their full potential when given access to the curriculum while developing attributes of the Profile of a Graduate. Furthermore, the Board believes offering students the opportunity to learn in diverse environments increases equitable access to the curriculum for all students, promotes student choice and fosters student ownership of learning.
Virtual Learning Experiences	<p>Virtual learning is an instructional delivery model in which the student primarily engages in learning through digital platforms and tools. Distance learning courses may be delivered through virtual learning.</p> <p>In order to receive credit, all coursework whether provided by In-District or Out-of-District providers, shall align with the Texas Essential Knowledge and Skills (TEKS).</p>
In-District Virtual Learning Definitions	The following definitions shall apply for purposes of this policy.
In-District	In-District Virtual learning is a learning opportunity for students in which instruction is provided and monitored by a teacher that is responsible for designing instruction, monitoring assignments, and administering grades. Grades are submitted via the District processes [See EIA(LOCAL)].
Distance Learning	Distance learning is a model in which a District assigned teacher provides instruction to students on-premises or at one or more campuses. Cross-entity is a form of distance learning in which a teacher provides instruction to students at one or more campuses using distance learning technology. This form of distance learning allows students to engage in course work that may not be available at their zoned campus.
Online Learning	Instruction is delivered virtually to students in an online learning model. Online learning may be provided from a District teacher or through an In-District online course provider for original credit and credit recovery. Online learning can be delivered in a synchronous, asynchronous or hybrid model.
In-District Virtual Learning	<p>The District shall offer virtual learning experiences through distance learning, cross-entity teaching, and online learning opportunities to provide students with access to courses offered in Fort Bend ISD.</p> <p>In-District virtual learning opportunities shall provide students with an instructional environment that leverages technology systems to engage in learning aligned to the defined scope and sequence of the District curriculum while promoting student ownership of learning and opportunities to collaborate with teachers and peers.</p>

ALTERNATIVE METHODS FOR EARNING CREDIT
DISTANCE LEARNING

EHDE
(LOCAL)

Learning Model Shift	The District may require students to participate in a District virtual learning model in an emergency situation to avoid disruption in education and business continuity. A learning model change due to an emergency occurrence (i.e. disruption due to weather, pandemic, etc.) shall be approved by the Superintendent or designee and the Board shall be informed.
Out-of-District Virtual Learning Definitions	The following definitions shall apply for purposes of this policy.
Out-of-District	Out-of-District Virtual learning is a virtual learning opportunity for students in which instruction is provided and monitored by a teacher that is responsible for designing instruction, monitoring assignments, and administering grades. Grades are provided through the established processes for the authorized provider. The Out-of-District provider communicates the final course grade via grade report to the zoned campus.
Distance Learning	Students use digital technology and the Internet to gain access to educational courses, instruction, and content. Students are enrolled in course work through an approved partnership between the District and another educational institution, such as a college or TxVSN. These courses may be synchronous or asynchronous and allow students a level of autonomy regarding the pace of course completion.
Correspondence Course	Correspondence courses are where students use mail or electronic submission of course content to gain access to educational courses and content. Students are enrolled in coursework through an approved partnership between the District and another educational institution, such as a college.
Out-of-District Virtual Learning	<p>Out-of-District virtual learning opportunities provide District students with access to courses offered by approved institutions to supplement and or accelerate a students' instructional and graduation plan. All course work provided through Out-of-District virtual learning opportunities are required to provide instruction aligned to the Texas Essential Knowledge and Skills (TEKS).</p> <p>Out-of-District virtual instruction shall be provided and monitored by staff hired by District-approved authorized providers.</p>
Approved Providers	The department that oversees curriculum and instruction shall maintain the list of District-approved distance learning course providers. The list shall be subject to review annually to ensure that the courses remain in accordance with District instructional expectations. All approved providers are subject to required training that

ALTERNATIVE METHODS FOR EARNING CREDIT
DISTANCE LEARNING

EHDE
(LOCAL)

aligns to District expectations. Course providers that do not adhere to instructional expectations shall be removed from the list of approved providers. Courses that have changed significantly from their originally accepted format shall also be subject to removal.

Student Eligibility

Students shall be eligible to take District-approved Out-of-District distance learning courses and earn credit toward course completion and graduation in accordance with graduation plans. A student shall obtain approval through an application process prior to enrollment in the course to ensure alignment to established graduation plans [see Limitations in this policy].

Application for Out-of-District

Prior to enrollment in an Out-of-District distance learning course, an application must be submitted on behalf of the student to the principal or designee for approval to enroll in the course. All supplies, materials, textbooks, fees, and transportation for Out-of-District distance learning courses shall be the responsibility of the student and his or her parent. In case of hardship, the student may be awarded tuition assistance or a scholarship to assist with the cost.

If approval is not granted prior to enrollment, the student shall not be awarded credit.

Limitations

A student may earn a maximum of two high school state-required original credits through Out-of-District virtual learning. This limitation does not apply to In-District virtual learning experiences offered on campus or through the Texas Virtual School Network (TxVSN). Seniors may earn additional credits for credit recovery if approved by the principal or designee.

Students may take a distance learning course from an Out-of-District distance provider that requires a state-mandated end-of-course (EOC) assessment with prior approval through the application process and in accordance with the student's graduation plan. The Superintendent or designee may waive limitations on an individual basis for extenuating circumstances.

Enrollment in courses through the TxVSN shall not be subject to limitations the District may impose for other distance learning courses [See EHDE(LEGAL)].

The Superintendent or designee may exercise discretion in approving distance learning credit, except for credit earned through the TxVSN.

Procedures

The Superintendent or designee shall establish administrative procedures for the implementation and use of virtual learning courses and experiences, including courses provided by the Texas Virtual School Network (TxVSN) as a means of earning credit in a subject or course. Administrative procedures shall support students in their

ALTERNATIVE METHODS FOR EARNING CREDIT
DISTANCE LEARNING

EHDE
(LOCAL)

path to graduation and their attainment of the attributes of the Profile of a Graduate.

Procedures shall also include the following:

- student application process;
- student eligibility to ensure alignment with District instructional expectations;
- student eligibility for financial assistance or scholarship;
- process for approval and annual review of Out-of-District virtual learning providers;
- monitoring expectations for In-District virtual instruction if instruction is not provided by a District employee; and
- attendance requirements and expectations.

Philosophy

~~The Board believes the District shall develop a culture to inspire and equip students with skills to make healthy life choices about nutrition, mental health, wellness, and physical activity to ensure overall whole child wellness. The District shall provide a school climate that promotes students' learning, leadership, Profile of a Graduate attributes, and physical and mental well-being to enable students to reach their full potential academically, physically, socially and emotionally. The Board believes that the District shall develop a culture where students can reach their full potential in a climate that promotes students' learning, leadership, well being and Profile of a Graduate attributes. Students shall be inspired and equipped with skills to make healthy life choices about nutrition, health, wellness and physical activity during their years in Fort Bend ISD and throughout their lives.~~

Wellness Plan

The District shall continually seek to develop and provide a wellness plan in collaboration with the local School Health Advisory Council (SHAC) and with involvement from representatives of the diverse student body, school food service, school administration, the Board, parents and the public. The wellness plan shall address wellness goals as described herein regarding nutrition education, nutrition promotion, marketing food and beverages to students, physical activity and school-based activities- [See BDF and EHAA(LEGAL)].

The Superintendent shall establish administrative procedures that support this policy and the District's wellness plan.

Guidelines

The District's wellness plan shall promote the general physical, mental/emotional, and social wellness and safety of all students through nutrition education, physical activity and other school-based activities. School-based activities shall include, but are not limited to, programs intended to prevent bullying, improve students' social-emotional competency, reduce risky behaviors and teach effective interpersonal communication skills- [See FFBA(LOCAL), FFBA(LOCAL) AND FFAE(LOCAL)].

In addition to legal requirements, the District shall:

- Develop student, staff and community opportunities to discuss mental health with the purpose to improve community understanding, raise awareness and remove the stigma of mental health conditions.

The District shall ensure that nutrition guidelines for reimbursable school meals meet or exceed the minimum guidelines for the federal regulations and guidance, and that all foods sold on each campus during the school day are in accordance with District, state and federal standards- [See CO(LEGAL)].

Wellness Goals

In addition to legal requirements, the District shall:

- Enforce District, state and federal guidelines for food and/or beverages sold to students throughout the school day to include fundraisers and vending machines. The District shall not allow any “exemption days”.
- Establish age-appropriate guidelines for food and/or beverages provided, but not sold to, students during classroom parties, classroom snacks, school celebrations or events. [See CO(LEGAL)].
- Prohibit the use of food as a punishment. This shall include, but not be limited to:
 - Reduced time for meal consumption as a consequence, punishment or for any other reason.
 - Reduced time for meal consumption to complete classroom assignments, unless approved by campus administration in collaboration with a parent.
 - Meal service options shall not be removed or replaced as punishment, such as, providing a cold meal to a student when hot meals are available to all students.
- Silent lunch is prohibited as a form of punishment and should only be allowed in order to ensure student and/or staff safety, and/or ~~is~~ a requirement for local/state testing.
- Encourage the use of non-food based incentives and rewards in the classroom.
- Allow the use of food as a student’s preferred reinforcer when tied to the positive behavior interventions and supports, or as part of an Individualized Education Program (IEP), Behavior Intervention Plan (BIP), and/or Specialized Support Program as part of a tiered intervention plan, and in special circumstances as long as considerations have been made related to possible connections to mental health and healthy eating behaviors.

Nutrition Education

The District establishes the following goals for nutrition education:

- Students shall receive evidence-based nutrition education that fosters the adoption and maintenance of healthy eating behaviors.
- Nutrition education shall be age-appropriate and reflect the diversity within the school environment.

- Nutrition education shall be a District-wide priority and shall be integrated into other areas of the curriculum, as appropriate.
- Educational nutrition information shall be shared with families and the public to positively influence the health of students and community members and to inform them of state and federal nutrition standards.
- The Child Nutrition Department's Registered Dietitians shall work collaboratively with other District departments on all nutrition-related curriculum and initiatives.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage participation in school meal programs, such as allowing adequate seat time and space for students to fully participate in the meal programs.

The District shall promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion shall occur through at least:

- Implementing evidence-based, healthy food promotion techniques;
- Ensuring that foods sold to students during the school day meet all District, state and federal standards;
- Providing education opportunities to food service staff, all instructional staff and other school personnel that encourages the coordination and promotion of nutrition messages in the cafeteria, classroom and other appropriate settings; and
- Nutrition promotion messages will be made available in both English and Spanish at minimum.
- The District will provide students adequate time to eat meals at school. [Mealtime schedules will be based on enrollment, cafeteria serving, and seating capacity to minimize wait time and allow sufficient time to eat. Students shall have the opportunity to eat breakfast for at least 10 minutes and at least 20 minutes to eat lunch, from the time in which they receive their meal.](#)
- In the case of alternative feeding options that increase breakfast participation, such as breakfast in the class-

room, grab and go breakfast or second chance breakfast, every effort should be made, though not guaranteed, for the opportunity to eat for ten minutes for breakfast.

- AdditionalSpecific time allowances shall be established based on campus enrollment, the campus master schedule and shall be influenced by evidence-based best practices set forth by national organizations such as, but not limited to, the Alliance for Healthier Generation, Centers for Disease Control and Prevention and US Department of Agriculture.

Marketing Food and Beverages to Students

The District shall be committed to providing an inclusive and compassionate environment that ensures opportunities for all students to practice healthy mindful eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Marketing and advertising of food and/or beverages on-campus shall meet state and federal nutrition standards [see CO(LEGAL)].

Physical Activity

The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades [see EHAB and EHAC].

The District shall provide opportunities and support for all students to be physically active on a regular basis and to develop the skills, behaviors and confidence needed to lead a physically active life. The District shall make appropriate before-school and after-school physical activity programs available and shall encourage students to participate.

- Elementary-aged students shall have the opportunity to participate in a minimum of 135 minutes of structured physical activity weekly as required by Texas Education Code 28.002(l), unless indicated in student's 504 plan, special education plan or the like. Participation in physical activities conducted during the minimum time requirement shall not be withheld as punishment or for any other reason unless approved by campus administration. The 135 minutes of structured physical activity shall be listed on the master schedule.
- All elementary students shall have the opportunity to participate in at least 30 minutes of recess daily. No more than ten minutes of recess shall be structured physical activity and count towards the minimum time requirement. At least 20 minutes of daily recess shall be unstructured physical activity. In addition, elementary campuses shall provide unstructured

recess on a daily basis. Unstructured recess time may not count toward the 135 minutes of required structured physical activity.

- Staff shall be educated on the Recess Guidelines and the Recess Guidelines shall be posted on the District and/or campus website for parents to view. Staff shall encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.
- Outdoor recess will be offered when weather is feasible for outdoor play. In the event the weather is not feasible, staff and teachers will conduct indoor recess.
- The District shall not permit the denial of the required 135 minutes of physical activity, physical education class, and/or unstructured recess as punishment for inappropriate behavior and/or failure to complete or turn in assignments with the exception of severe discipline consequences assigned by the principal or assistant principal (i.e. In School Suspension (ISS), Out of School Suspension (OSS)).
- All elementary students will be provided equal opportunities to participate in the required 135 minutes of structured physical activity. The District will ensure appropriate accommodations to allow for equitable participation for all students. [\[Texas Education Code 28.002\(l\)\]](#)
- Middle school students shall be provided with the opportunity to participate in at least 30 minutes of moderate to vigorous physical activity daily [or 225 minutes every two weeks](#) for at least five semesters as part of the District's physical education program unless indicated (i.e. a student's 504 plan, special education plan). [\[Texas Education Code 28.002\(l\)\]](#)
- The District shall require one full credit of physical education class or approved substitute be required for graduation.
- Physical education classes shall encourage students to participate in moderate to vigorous physical activity for at least 50 percent of the physical education class time.
- The campus will offer opportunities for students to participate in physical activity either before and/or after school through a variety of physical activities that encourage and support the development of the skills, behaviors and confidence needed to live a physically active life, including those students who do not excel athletically.

- All schools shall help students understand the evidence-based short and long-term benefits of a physically active and healthy lifestyle.
- The District physical activity program shall promote student physical fitness through individualized fitness and an activity assessment.
- The District shall provide an environment that fosters safe and enjoyable physical activity for all students, including those not enrolled in a physical education class or competitive sport, as outlined in administrative procedures.
- The District shall encourage parents and guardians to support their children's participation in physical activities.
- The District shall ensure that its grounds and facilities are safe and that equipment is available for students to be active.
- The District shall encourage students, parents, staff and community members to use the available recreational facilities at their neighborhood campus that are available outside of the school day. The District shall provide information regarding which indoor and outdoor facilities are available for public use on the District webpage.
- The District recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. The District shall encourage all instructional staff to integrate physical activity into the academic curriculum where appropriate.

**Other School-Based
Activities**

The District establishes the following goals to create an environment that promotes healthy food choices, physical activity, and social emotional wellness and to express a consistent wellness message through other school-based activities:

- Each principal shall create a campus-based school health advisory council (Wellness Committee) to coordinate physical, mental/emotional and social wellness initiatives in compliance with this policy. The council shall be responsible for reporting the implementation and accountability of the District wellness policy. The principal shall annually identify Wellness Committee members that may include parents, staff, administrators, students, school nurses, child nutrition services and community members.

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- Physical, mental/emotional and social wellness for students, families and staff shall be promoted at suitable school events.
- The District shall make mental health services available to students and staff.
- The District shall make available substance abuse, dating violence and suicide prevention information and resources to students and staff.
- The District shall provide opportunities for ongoing professional training and development for all instructional staff in all areas of coordinated school health. Classroom teachers will be provided resources for integrating physical and mental wellness activities into the classroom.
- The District shall provide other coordinated school health services that support the overall physical, mental/emotional and social wellness of students, staff and community members. The District employee wellness program shall implement strategies to support staff in improving their overall health, well-being and quality of life by providing health and wellness education, a diverse selection of wellness programs, and an atmosphere that is conducive to health improvements. The District Employee Benefits and Wellness Department will maintain a staff committee focused on creating an employee benefits and wellness culture that will empower employees to lead healthier and well-balanced lives.
- Each campus shall include in the Campus Improvement Plan (CIP) strategies, metrics and milestones related to coordinated school health implementation- [See BQ and BQB].

**Implementation and
Annual Review**

The Superintendent, in coordination with the District Department of Social Emotional Learning (SEL) and Comprehensive Health and the District Child Nutrition Department, shall oversee the implementation and evaluation of this policy and shall develop administrative procedures for periodically measuring, monitoring and reporting the successful implementation of the wellness policy. Results shall be reported to the SHAC and to the District Board of Trustees on an annual basis, along with an action plan for continued improvement. The SHAC shall review ~~the action plan, the policy and program results annually~~ and make implementation recommendations to ~~the staff and the~~ Superintendent.

The District shall actively inform families, the public, and the SHAC each year of basic information about this policy, including its content, any updates to the policy and its implementation status. The

District shall make this information available via the District website and/or District-wide communications.

At least once every three years, the District shall evaluate ~~compliance with~~ the wellness policy, compliance with the wellness policy [see FFA (LEGAL)] and assess the implementation of the District wellness plan. The evaluation shall include:

- The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy;
- How the wellness policy compares to other model wellness policies;
- A description of the progress made in attaining the goals of the District's wellness policy and wellness plan; and
- A report to the SHAC and Board.

Philosophy

The Board believes the District shall develop a culture to inspire and equip students with skills to make healthy life choices about nutrition, mental health, wellness, and physical activity to ensure overall whole child wellness. The District shall provide a school climate that promotes students' learning, leadership, Profile of a Graduate attributes, and physical and mental well-being to enable students to reach their full potential academically, physically, socially and emotionally.

Wellness Plan

The District shall continually seek to develop and provide a wellness plan in collaboration with the local School Health Advisory Council (SHAC) and with involvement from representatives of the diverse student body, school food service, school administration, the Board, parents and the public. The wellness plan shall address wellness goals as described herein regarding nutrition education, nutrition promotion, marketing food and beverages to students, physical activity and school-based activities [See BDF and EHAA(LEGAL)].

The Superintendent shall establish administrative procedures that support this policy and the District's wellness plan.

Guidelines

The District's wellness plan shall promote the general physical, mental/emotional, and social wellness and safety of all students through nutrition education, physical activity and other school-based activities. School-based activities shall include, but are not limited to, programs intended to prevent bullying, improve students' social-emotional competency, reduce risky behaviors and teach effective interpersonal communication skills [See FFBA(LOCAL), FFB(LOCAL) AND FFAE(LOCAL)].

In addition to legal requirements, the District shall:

- Develop student, staff and community opportunities to discuss mental health with the purpose to improve community understanding, raise awareness and remove the stigma of mental health conditions.

The District shall ensure that nutrition guidelines for reimbursable school meals meet or exceed the minimum guidelines for the federal regulations and guidance, and that all foods sold on each campus during the school day are in accordance with District, state and federal standards [See CO(LEGAL)].

Wellness Goals

In addition to legal requirements, the District shall:

- Enforce District, state and federal guidelines for food and/or beverages sold to students throughout the school day to include fundraisers and vending machines. The District shall not allow any "exemption days".

- Establish age-appropriate guidelines for food and/or beverages provided, but not sold to, students during classroom parties, classroom snacks, school celebrations or events [See CO(LEGAL)].
- Prohibit the use of food as a punishment. This shall include, but not be limited to:
 - Reduced time for meal consumption as a consequence, punishment or for any other reason.
 - Reduced time for meal consumption to complete classroom assignments, unless approved by campus administration in collaboration with a parent.
 - Meal service options shall not be removed or replaced as punishment, such as, providing a cold meal to a student when hot meals are available to all students.
- Silent lunch is prohibited as a form of punishment and should only be allowed in order to ensure student and/or staff safety, and/or as a requirement for local/state testing.
- Encourage the use of non-food based incentives and rewards in the classroom.
- Allow the use of food as a student's preferred reinforcer when tied to the positive behavior interventions and supports, or as part of an Individualized Education Program (IEP), Behavior Intervention Plan (BIP), and/or Specialized Support Program as part of a tiered intervention plan, and in special circumstances as long as considerations have been made related to possible connections to mental health and healthy eating behaviors.

Nutrition Education

The District establishes the following goals for nutrition education:

- Students shall receive evidence-based nutrition education that fosters the adoption and maintenance of healthy eating behaviors.
- Nutrition education shall be age-appropriate and reflect the diversity within the school environment.
- Nutrition education shall be a District-wide priority and shall be integrated into other areas of the curriculum, as appropriate.
- Educational nutrition information shall be shared with families and the public to positively influence the health of students

and community members and to inform them of state and federal nutrition standards.

- The Child Nutrition Department's Registered Dietitians shall work collaboratively with other District departments on all nutrition-related curriculum and initiatives.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage participation in school meal programs, such as allowing adequate seat time and space for students to fully participate in the meal programs.

The District shall promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion shall occur through at least:

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shall be influenced by evidence-based best practices set forth by national organizations such as, but not limited to, the Alliance for Healthier Generation, Centers for Disease Control and Prevention and US Department of Agriculture.

Marketing Food and Beverages to Students

The District shall be committed to providing an inclusive and compassionate environment that ensures opportunities for all students to practice healthy mindful eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Marketing and advertising of food and/or beverages on-campus shall meet state and federal nutrition standards [see CO(LEGAL)].

Physical Activity

The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades [see EHAB and EHAC].

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WELLNESS AND HEALTH SERVICES

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(LOCAL)

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- The District shall make mental health services available to students and staff.
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- The District shall provide opportunities for ongoing professional training and development for all instructional staff in all areas of coordinated school health. Classroom teachers will be provided resources for integrating physical and mental wellness activities into the classroom.
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- The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy;

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- How the wellness policy compares to other model wellness policies;
- A description of the progress made in attaining the goals of the District's wellness policy and wellness plan; and
- A report to the SHAC and Board.

Note: The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

Philosophy

The Board believes that all students can reach their full potential. Furthermore, the District shall provide an educational system that will enable all students to reach their full potential. To this end, the District shall provide equal and equitable access to educational opportunities, including co-curricular and extracurricular activities, for all students. [See EHBC]

Equal Educational Opportunity

General Education

All students shall have equitable access to the District's curriculum. Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations are in the best interests of the student and do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports

If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

Title IX Coordinator

The District ~~designates and authorizes the~~[has designated a](#) Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

ADA / Section 504 Coordinator

The District ~~designates and authorizes the~~[has designated an](#) ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as amended. [See FB(EXHIBIT)]

Superintendent

The Superintendent ~~or designee~~ shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Note: The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination

or harassment based on a student's disability shall be made in accordance with FFH.

Section 504
Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, service and support options, and the legal requirements regarding least-restrictive environment and comparable facilities for students with disabilities. The committee shall also include the student's parent or guardian unless the parent or guardian opts out or does not attend the scheduled meeting.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

A parent shall be provided written notice of the due process right to an impartial hearing upon consent for evaluation for 504 services. Information about the due process right to an impartial hearing is available upon request from the ADA coordinator for the District [see FB(EXHIBIT)] and on the District's website.

Evaluation and
Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law and are in the best interests of the student. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and
Reevaluation
Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent with a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability shall have the right to an impartial hearing.

The impartial hearing shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records [control/retention](#) schedules. [See CPC]

Note: The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

Philosophy

The Board believes that all students can reach their full potential. Furthermore, the District shall provide an educational system that will enable all students to reach their full potential. To this end, the District shall provide equal and equitable access to educational opportunities, including co-curricular and extracurricular activities, for all students. [See EHBC]

Equal Educational Opportunity

General Education

All students shall have equitable access to the District's curriculum. Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations are in the best interests of the student and do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports

If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

Title IX Coordinator

The District designates and authorizes the Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

ADA / Section 504 Coordinator

The District designates and authorizes the ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as amended. [See FB(EXHIBIT)]

Superintendent

The Superintendent or designee shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Note: The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination

or harassment based on a student's disability shall be made in accordance with FFH.

Section 504
Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, service and support options, and the legal requirements regarding least-restrictive environment and comparable facilities for students with disabilities. The committee shall also include the student's parent or guardian unless the parent or guardian opts out or does not attend the scheduled meeting.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

A parent shall be provided written notice of the due process right to an impartial hearing upon consent for evaluation for 504 services. Information about the due process right to an impartial hearing is available upon request from the ADA coordinator for the District [see FB(EXHIBIT)] and on the District's website.

Evaluation and
Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law and are in the best interests of the student. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

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Reevaluation
Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent with a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability shall have the right to an impartial hearing.

The impartial hearing shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records control schedules. [See CPC]

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
Action: Review: Waiver for Hybrid Instruction during District-Scheduled Testing Days for K-8th Grade Students
References: Board Policy CE (Legal) District Goal 1
Department: Academic Affairs and Department of School Leadership

Recommendation

Consideration and possible approval of a waiver for hybrid instruction during District-scheduled testing days for students in Kindergarten through eighth grade.

Summary

The Administration is requesting a TEA waiver to enable campuses that may need additional space for STAAR testing to provide asynchronous opportunities for students in Kindergarten through eighth grade, who are not scheduled to take an assessment, on District-scheduled testing days for STAAR.

This waiver will assist campuses in creating a testing schedule that accounts for health and safety protocols, particularly social distancing, and help ensure there are enough testing proctors to administer the assessment under the required security procedures for STAAR. This will reduce the number of students on a campus at any one time and increase the number of remote students that may report to campus to take the assessment. The campus testing plan will be dependent upon the number of students who opt into testing and the number of staff available to administer the assessment on campus. Staff who are not available to administer assessments at the campus will be providing support for asynchronous instruction on assessment days.

FBISD campuses will have an assessment plan that may use all or none of the available waiver days depending upon the number of students on each campus who need to test and the number of staff available to administer the assessments. After assessing results of the parent survey to opt into or out of testing, campuses will submit their testing plans for April and May to the Department of School Leadership (DSL) by the end of March and by the end of April respectively. DSL will work with campuses to approve their plans and to provide guidance on any adjustments that must be made to accommodate the number of students participating in the assessment. Campuses are strongly encouraged to make use of days available for online testing (must occur in person), as the online testing windows are broader in order to give greater flexibility.

Campuses must also consider that there are several overlapping assessment windows that must be planned for such as the administration of TELPAS and semester examinations for high school courses during the available STAAR and EOC assessment windows.

TEA has provided several options this year to support campuses in administering state assessments, as all students who test will be required to test in person at the campus. For students in Kindergarten through Eighth Grade, districts may require students who are not scheduled to take an assessment to learn remotely on district-scheduled testing days in order to reduce the number of individuals on a campus at any one time and increase the number of remote students that come on campus to take the assessment. Online students may opt out of testing but are required to come in-person if they opt to test.

The District is encouraging all students to test as this provides a data point associated with student achievement that will assist with making decisions about individual students and their instructional needs. Additionally, students in high school courses tested by End-of-Course (EOC) tests must take the examinations at some point in order to meet their graduation requirements. If an EOC student opts out of testing, it reduces the number of opportunities the student has to meet the graduation requirements and causes the student to be further removed from the completion of instruction before taking the test. The District is strongly encouraging students who need to take EOC tests to test this spring if at all possible; however, it is ultimately the parent's choice.

TEA has permitted waivers that are limited to 10 days across the April and May STAAR administrations. FBISD is limiting the waiver request to a maximum of five days per STAAR administration. Per TEA, districts should use other flexibility (e.g., extended windows) to ensure that this impacts the minimum number of students possible. Districts must have a communication plan in place to encourage as many remote students as possible to participate in the assessment.

All waivers will be conditionally approved upon receipt and may be subject to further review by TEA. In the event one of these testing days has already occurred, waivers can be submitted now and applied retroactively.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Dr. Joe Rodriguez
Chief of Schools

Beth Martinez
Chief Academic Officer

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
Action: Review: Joint Election Agreement
References: Board Policy BBB (Legal)
District Goal 1
Department: Legal Services Department

Recommendation

Consideration and possible approval of a Joint Election Agreement and Contract for Election Services (“Agreement”) with Fort Bend County to coordinate and administer a general election on Saturday, May 1, 2021 to elect one person to serve a full term as a Trustee in Positions 2 and 6.

Summary

Texas Education Code §11.0581 requires a public-school district to conduct an Election of Trustees with other jurisdictions pursuant to a joint election agreement described in Election Code §271.002(c). Fort Bend County acts as the elections administrator for these joint elections and proposes common polling places for the election. Texas Election Code §43.004 requires the Board to designate voting locations for its elections which it did in its Order of Election adopted January 19, 2021.

Attachment A to the Agreement lists the updated voting locations for election day. Early voting by personal appearance will be held at the updated locations, dates, and times listed in Attachment “B” of the Agreement. The Agreement obligates the County Elections Administrator to give the Board notice of any changes in these locations.

Fort Bend County estimates FBISD’s cost for the joint election to be \$153,833. The final cost to FBISD for the 2020 Trustee election was \$94,235.00. The District’s cost to hold an election fluctuates based on the number of municipalities and other entities sharing the election date.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Robert Scamardo
General Counsel

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through the Fort Bend County Elections Administrator pursuant to Texas Election Code Section 31.092, hereinafter referred to as the "County", and the Fort Bend Independent School District hereinafter referred to as "Political Subdivision," for a joint May 1, 2021 election pursuant to Texas Election Code Section 271.002 .

RECITAL

The Fort Bend Independent School District is holding a General Election on May 1, 2021 (at the expense of the Political Subdivision) for the purpose of electing Trustees.

The County owns the Election Systems & Software EVS 6020 Voting System consisting of the ExpressVote Ballot Marking Device, the ExpressTouch electronic tabulation device, the DS-200 Precinct Tabulator, and the DS-450 Central Scanner and tabulator, which have been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator", shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay the County for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the County may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that the County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the County's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The County has adopted a countywide polling place program. Voters who reside in Fort Bend County who wish to participate in this Joint Election may cast a ballot at any polling place open for this election. Voters who do not reside in Fort Bend County but within the boundaries of Political Subdivision and wish to participate in this Joint Election shall be assigned to one Early Voting and one Election Day polling location. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 1, 2021 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, the County agrees to post a notice no later than May 1, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the May 1, 2021 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by the County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by the County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the Fort Bend Independent School District as determined by the Human Resources Department of the Fort Bend Independent School District.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVI. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

If the boundaries of the political subdivision extend into another county, it shall be the responsibility of the political subdivision to request a poll book from the voter registrar of those counties and provide to the Elections Administrator within five calendar days before the start of Early Voting. It shall also be the responsibility of the Political Subdivision to request copies of Ballot by Mail applications from the Early Voting Clerk of those counties. Applications for ballot should be provided the latter of 45 days prior to Election Day, or 5 days after the calling of the election by the governing body of the political subdivision.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by the County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment “B” of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing. Political Subdivision shall provide to the Elections Administrator copies of all ballot by mail applications submitted by voters who do not reside in Fort Bend County but within the boundaries of Political Subdivision.

Upon request, the Elections Administrator shall provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

The County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Chase Wilson, Equipment Technician
Presiding Judge:	Robin Heiman, Assistant Elections Administrator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator’s web page located at “www.fortbendvotes.org”.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State’s Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision and the elections Administrator shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated among the participants to this agreement.

Any expenses incurred in the rental of polling place facilities shall be pro-rated among the participants to this agreement.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this agreement.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay the County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by the County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by Political Subdivision shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither the County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend or Harris Counties, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$153,833. The Political Subdivision agrees to pay to the County a deposit of \$92,300. which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to the County within ten (10) days of the City's receipt of this agreement, authorized by the governing bodies of both parties and fully executed by both parties. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated

after the May 1, 2021 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to the County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 67th day (February 23, 2021) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 64th day before the election (February 26, 2021) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 60th day before Election Day (March 2, 2021), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2021 been executed on behalf of Fort Bend County by the Elections Administrator pursuant to the Texas Election Code Section 31.092 so authorizing;
- (2) It has on the _____ day of _____, 2021 been executed on behalf of the Fort Bend Independent School District by its Presiding Officer or authorized representative, pursuant to an action by the Governing Body of the Fort Bend Independent School District.

FORT BEND COUNTY

By _____
John Oldham
Elections Administrator

FORT BEND INDEPENDENT SCHOOL DISTRICT:

By _____

APPROVED AS TO FORM:

COUNTYWIDE POLLING PLACE	Voting Location	ADDRESS	CITY	ZIP
Beck Jr. High School	Main Room	5200 S Fry Rd	KATY	77450
Bowie Middle School (West Entrance)	Main Hallway by Gym	700 Plantation Dr	RICHMOND	77406
Briarchase Missionary Bapt Church	Fellowship hall	16000 Blue Ridge Rd	MISSOURI CITY	77489
Chasewood Clubhouse	Level 1 (Clubhouse Facility)	7622 Chasewood Dr	MISSOURI CITY	77489
Cinco Ranch Library	Conference Room	2620 Commercial Center Dr	KATY	77494
Clements High School	Auditorium Lobby	4200 Elkins Dr	SUGAR LAND	77479
Commonwealth Clubhouse	main room	4330 Knightsbridge Blvd	SUGAR LAND	77479
Crockett Middle School		19001 Beechnut	RICHMOND, TX	77469
Eagle Heights Church	Clubhouse	16718 West Bellfort	RICHMOND	77407
Fort Bend ISD Admin Building		16431 Lexington Blvd.	SUGAR LAND	77479
Four Corners Community Center	"Sprint Room"	15700 Old Richmond Rd	SUGAR LAND	77478
Fulshear High School	PAC lobby	9302 Charger Way	FULSHEAR	77441
Garcia Middle School	Gym Area	18550 Old Richmond Rd	SUGAR LAND	77478
George Bush High School	Gym Foyer	6707 FM 1464	RICHMOND	77407
George Memorial Library	Large Meeting Room, 1st Floor	1001 Golfview Dr	RICHMOND	77469
Greatwood Community & Rec Center	Main room	7225 Greatwood Pkway	SUGAR LAND	77479
Hightower High School	Front Lobby	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	Gym	695 Independence Blvd	MISSOURI CITY	77489
Imperial Park Recreation Center	Meeting Room	234 Matlage Way	SUGAR LAND	77478
Jacks (First Colony) Conference Center	Main Room	3232 Austin Parkway	SUGAR LAND	77479
James Reese Career & Technical Center	Main Room	12300 University Blvd	SUGAR LAND	77479
Kempner High School	Side hallway thru student parking lot	14777 Voss Rd	SUGAR LAND	77498
Kroger's Riverstone (Community Room)	Community Room	18861 University Blvd	SUGAR LAND	77479
Lake Olympia Marina Clubhouse	Ballroom	180 Island Blvd	MISSOURI CITY	77459
Lantern Lane Elementary School	cafeteria	3323 Mission Valley Dr	MISSOURI CITY	77459
Lexington Creek Elementary School	Gymnasium	2335 Dulles Ave	MISSOURI CITY	77459
Lost Creek Conference Center	Main Room	3703 Lost Creek Blvd	SUGAR LAND	77478
Meadows Place City Hall	Council Chambers	One Troyan Dr	MEADOWS PLACE	77477
Mission Bend Branch Library	Meeting Room	8421 Addicks Clodine Rd	HOUSTON	77083
Missouri City Baptist Church	Multipurpose Building	16816 Quail Park Dr	MISSOURI CITY	77489
Missouri City Community Center	Main Room	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	Main Room	2701 Cypress Point Dr	MISSOURI CITY	77459
M.R. Massey Admin. Building	Event Space	1570 Rabb Road	FRESNO	77545
Mustang Community Center	Classroom	4521 FM 521	FRESNO	77545
Pinnacle Senior Center	Multi-purpose Room	5525#C Hobby Road	HOUSTON	77053
Quail Valley Elementary School	Main Room	3500 Quail Village Dr	MISSOURI CITY	77459
QV Fund Office	Board Room	3603 Glenn Lakes	MISSOURI CITY	77459
Richmond Water Maintenance Facility	1st room to the right	110 N. 8th St	RICHMOND	77469
Ridge Point High School	Main Room	500 Waters Lake Blvd	MISSOURI CITY	77459
Ridgegate Community Association	Main Room	5855 W. Ridgecreek Dr	HOUSTON	77053

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COUNTYWIDE POLLING PLACE	Voting Location	ADDRESS	CITY	ZIP
Ridgemont Early Childhood Ctr	Extended Day Room	5353 Ridge Creek Circle	HOUSTON	77053
Road & Bridge - Needville	Main Room	3743 Schools St	NEEDVILLE	77461
Rosenberg City Hall	Council Chambers	2110 4th St	ROSENBERG	77471
Sartartia Middle School		8125 Homeward Way	SUGAR LAND	77479
Sienna Annex	Community Room	5855 Sienna Springs Way	MISSOURI CITY	77459
Stafford City Hall	Large Conference Room	2610 South Main	STAFFORD	77477
Sugar Lakes Clubhouse	Clubhouse	930 Sugar Lakes Dr	SUGAR LAND	77478
Sugar Land Branch Library	Meeting Room	5500 Eldridge	SUGAR LAND	77478
Sugar Land Church of God	Fellowship Hall	1715 Eldridge Rd	SUGAR LAND	77478
Sugar Land City Hall	Brazos Room 154 and 155	2700 Town Center Blvd North	SUGAR LAND	77479
Thompsons City Hall	Community Center	520 Thompson Oil Field Rd	THOMPSONS	77481
Townwest Towne Hall	Main Room	10322 Old Towne Ln	SUGAR LAND	77498
University Branch Library	Meeting Room 2	14010 University Blvd	SUGAR LAND	77479

Fort Bend County Early Voting Schedule
May 1, 2021 City/School/MUD Election
Programa de votación anticipada del condado de Fort Bend
1 de mayo del 2021 Elección Ciudad / Escuela / MUD

Early Voting Location	Hours(<i>Horas</i>)			
	Monday-Friday April 19-23, 2021 (<i>lunes-viernes</i>) (<i>abril 19-23, 2021</i>)	Saturday April 24, 2021 (<i>sábado</i>) (<i>abril 24, 2021</i>)	Sunday April 25, 2021 (<i>domingo</i>) (<i>abril 25, 2021</i>)	Monday-Tuesday April 26-27, 2021 (<i>lunes- martes</i>) (<i>abril 26 -27, 2021</i>)
Chasewood Clubhouse 7622 Chasewood Drive, Missouri City				
Cinco Ranch Library 2620 Commercial Center Drive, Katy				
Commonwealth Clubhouse 4330 Knightsbridge Blvd, Sugar Land				
Fort Bend County Road & Bridge 3743 School Street, Needville				
Fort Bend ISD Admin Building 16431 Lexington, Sugar Land				
Jacks Conference Center 3232 Austin Parkway, Sugar Land				
Four Corners Community Center 15700 Old Richmond Rd, Sugar Land				
Fulshear High School 9302 Charger Way, Fulshear				
George Memorial Library 1001 Golfview Dr, Richmond				
Greatwood Community & Rec Center 7225 Greatwood Pkwy, Sugar Land				
Hightower High School 3333 Hurricane Lane, Missouri City	8:00 a.m. To 5:00 p.m	8:00 a.m. To 5:00 p.m	CLOSED (Cerrado)	7:00 a.m. To 7:00 p.m
James Bowie Middle School 700 Plantation Dr, Richmond				
James Reese Career & Technical Center 12300 University Blvd, Sugar Land				
Kroger's Riverstone (Community Room) 18861 University Blvd, Sugar Land				
Lost Creek Park Conference Center 3703 Lost Creek Blvd, Sugar Land				
Missouri City Community Center 1522 Texas Pkwy, Missouri City				
Quail Valley Fund Office 3603 Glenn Lakes, Missouri City				
Richmond Water Maintenance Facility 110 N. 8 th St, Richmond				
Sienna Annex Community Room 5855 Sienna Springs Way, Missouri City				
Stafford City Hall 2610 Main Street, Stafford				
Sugar Land Branch Library 550 Eldridge, Sugar Land				
Sugar Land City Hall 2700 Town Center Blvd, Sugar Land				

Fort Bend ISD proposed Election Services Contract
Estimate for the conduct of the May 1, 2021 General and Special Election

A. Statistical Information

1. Number of Registered Voters	269,597
2. Number of Precincts	104
3. Number of election day polling places (excluding early voting)	60
4. Number of polling places shared with another entity	60
5. Number of public buildings used as polling places	42
6. Number of early voting stations	25
7. Voting system:	Hybrid

B. Cost of Election

Estimate

1. Early Voting and Election Day personnel <i>(TEC § 32.091, 32.092, 32.114, 83.052, 271.013)</i>								
	Clerks	x	Rate	x	Hours	/	Entities	
a. Early voting clerks	11	x	\$13	x	80	/	2	\$5,720
Early voting clerks	30	x	\$12	x	80	/	2	\$14,400
aa. Early voting clerks	5	x	\$13	x	80	/	1	\$5,200
Early voting clerks	13	x	\$12	x	80	/	1	\$12,480
	<u>29</u> Location(s)	x						
b. Election day judges / clerks	1	x	\$13	x	14	/	2	\$2,639
Election day judges / clerks	3	x	\$12	x	14	/	2	\$7,308
	<u>15</u> Location(s)	x						
bb. Election day judges / clerks	1	x	\$13	x	14	/	1	\$2,730
Election day judges / clerks	3	x	\$12	x	14	/	1	\$7,560
2. Early Voting Ballot Board & central counting station personnel <i>(TEC § 87.005, 127.006)</i>								
a. Clerks and Judges							\$600	
3. Election Day Field Techs and Other Temp workers							\$600	
4. Elections Administration Dept. Staff overtime <i>(TEC § 31.100(e))</i>							\$1,250	
Subtotal of Labor Cost							\$60,487	
5. FICA & Workers Comp	11.45% x \$60,487 =						\$6,926	
6. Election supplies & equipment								

Early Voting	<u>Quant</u>	x	<u>Cost</u>	/	<u>Entities</u>	
a. Early Voting supply kits	<u>16</u>		<u>\$35</u>	/	<u>2</u>	<u>\$280</u>
b. Early Voting ExpressVotes	<u>96</u>		<u>\$175</u>	/	<u>2</u>	<u>\$8,400</u>
c. Early Voting ExpressTouch	<u>16</u>		<u>\$150</u>	/	<u>2</u>	<u>\$1,200</u>
d. Early Voting DS-200	<u>16</u>		<u>\$250</u>		<u>2</u>	<u>\$2,000</u>
e. Wireless Communication (phone & hot	<u>16</u>	x	<u>\$75</u>	/	<u>2</u>	<u>\$600</u>
f. Ballot Stock	<u>12000</u>		<u>\$0</u>		<u>2</u>	<u>\$660</u>
7. Election Day						
g. Election Day supply kits	<u>46</u>		<u>\$35</u>	/	<u>2</u>	<u>\$805</u>
h. Election Day ExpressVotes	<u>160</u>		<u>\$175</u>	/	<u>2</u>	<u>\$14,000</u>
i. Election Day ExpressTouch	<u>46</u>		<u>\$150</u>	/	<u>2</u>	<u>\$3,450</u>
j. Election Day DS-200	<u>46</u>		<u>\$250</u>		<u>2</u>	<u>\$5,750</u>
k. Wireless Commnication (phones & hot	<u>46</u>	x	<u>\$75</u>	/	<u>2</u>	<u>\$375</u>
l. Ballot Stock	<u>8000</u>		<u>\$0</u>		<u>2</u>	<u>\$440</u>
8. Delivery of Voting Equipment & Supplies						
a. Early Voting & Election Day						<u>\$31,000</u>
9. Polling Place Rental						
<i>(TEC § 43.031, 43.033)</i>						
a. Election (number of polling places rented)						<u>\$1,200</u>
10. Publication of electronic voting system notices)						
<i>(TEC § 127.096(a))</i>						
a. Election						<u>\$25</u>
11. Miscellaneous election expenses (itemize)						
a. Ger						
Ballot Layout & Coding						<u>\$300</u>
Absentee Ballots -Printed & Mailed						
	<u>1500</u>			x	<u>\$1</u>	<u>\$1,500</u>
Mileage reimbursements						<u>\$450</u>
Posting of Bond						
	<u>0</u>			x	<u>\$3</u>	<u>\$0</u>
Printing of Notices						
	<u>0</u>	x		x	<u>\$0.03</u>	<u>\$0</u>
						<u>\$139,848</u>
						<u>\$139,848</u>
12. Election Services Contract Administrative Fee						
<i>(TEC § 31.100(d))</i>						
a. Election					<u>10%</u>	<u>\$13,985</u>
13. Cost of Joint election						\$153,833

For: Fort Bend ISD Board of Trustees
Date: March 22, 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

BOT Meeting:	March 22, 2021						
Solicitation No.:	21-060						
References:	State Board of Education Proclamation 2021 District Goal 1						
Description:	<p>Proclamation 2021 Instructional Resource Adoption</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the adoption and purchase of instructional resources associated with the program area included within Proclamation 2021. The initial purchase is \$1,350,000 for the eight-year period of the adoption beginning with the 2021-22 school year.</p> <p><u>Summary</u></p> <p>The State Board of Education issues proclamations calling for instructional materials. A proclamation is a formal invitation for vendors to provide materials that the state and school districts could adopt and purchase for instructional use.</p> <p>Proclamation 2021 calls for Pre-Kindergarten materials that demonstrate alignment to the Texas Pre-Kindergarten (Pre-K) Guidelines (TPG). In Fort Bend ISD, curriculum has been developed and a Pre-K instructional model has been established to support the implementation of the TPG. The District anticipates expansion of the Pre-K program to more campuses through population growth, creation of additional early literacy centers, and dual language programming.</p> <p>In order to provide aligned and appropriate resources, the Early Childhood and Teaching and Learning Divisions have worked together to use defined processes to identify, review, and recommend an instructional program that aligns to state and District expectations, and upholds the intent of the Instructional Materials Allotment (IMA) afforded to the District each biennium.</p> <p>Campus and District staff have reviewed materials through the lens of Pre-K program guidelines, Fort Bend ISD curriculum, and District priorities. The Early Childhood Division supports the recommendation of the following resource as a District-adopted program for Pre-K classes.</p> <table border="1" data-bbox="443 1598 1430 1749"> <thead> <tr> <th>Program Area</th> <th>Materials</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>Pre-Kindergarten</td> <td>Savaas Learning - Three Cheers for Pre-K Uno, dos, tres ¡Prekínder!</td> <td>\$1,350,000</td> </tr> </tbody> </table> <p>Proclamation 2021 expenditures will not exceed \$1,350,000, which represents a cost of \$1,110,411 over the eight-year adoption period plus a 20% contingency. Future purchases will be made as needed to meet enrollment growth or replacement of lost or damaged materials.</p>	Program Area	Materials	Cost	Pre-Kindergarten	Savaas Learning - Three Cheers for Pre-K Uno, dos, tres ¡Prekínder!	\$1,350,000
Program Area	Materials	Cost					
Pre-Kindergarten	Savaas Learning - Three Cheers for Pre-K Uno, dos, tres ¡Prekínder!	\$1,350,000					

	Proclamation 2021 resources will be purchased using funds from the IMA and District funds as needed.	
Requested By:	Beth Martinez, Chief Academic Officer Dr. Joe Rodriguez, Chief of Schools Bryan Guinn, Chief Financial Officer	
Vendor:	Savvas Learning – State Board of Education Awarded	
Budget Sources:	Instructional Materials Allotment District Funds	
Amount:	\$1,350,000	
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 2029	
Last solicitation date:	N/A	
Supporting documents:		
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
Action: Review: VOCA Mental Health Services Grant Resolution
References: Board Policy CB (Local) District Goal 4
Department: Business and Finance

Recommendation

The Administration is seeking a Board resolution to submit with the Victims of Crime Act (VOCA) Grant application for year-three of the K-12 Campus Victim Assistance Program to the Office of the Governor.

Summary

The initial plan to open school-based mental health centers in eight elementary and secondary schools within the Thurgood Marshall High School, Hightower High school, and Willowridge High School feeder patterns of was accomplished on January 10, 2020. The year-one pilot campuses include: Hightower High School, Marshall High School, Willowridge High School, Christa McAuliffe Middle School, Lake Olympia Middle School, Missouri City Middle School, Briargate Elementary, and Rosa Parks Elementary.

The year-three VOCA Grant funding will sustain the program at 32 campuses comprised of 17 campuses from year-one, with an addition of 15 campuses in year-two. This program complements our District-funded mental health support, which will continue to serve our other 48 campuses.

On May 15, 2019, the District issued RFP 19-092MC to identify qualified and experienced vendors to provide school-based mental health treatment and therapeutic services. On August 12, 2019, the Board approved the purchase of mental health services in an amount not to exceed \$10,380,000 over a five-year period.

The District's campus-based mental health centers are collaboratively supported by the Fort Bend ISD Social-Emotional Learning (SEL) and Comprehensive Health Department, with oversight by the Behavior Health and Wellness Department, and referrals following Tier 1 Support led by our SEL and Enrichment Department. The structure is designed in alignment with FBISD's Multi-Tier Systems of Support infrastructure. This is central to helping support a growing behavioral and/or mental health need which may be impeding students from developing themselves in-line with

Profile of a Graduate Attributes connected to student ownership of learning and behavior.

Background

On August 12, 2019, the Board approved the purchase of mental health services in an amount not to exceed \$10,380,000 over a five-year period. This amount included VOCA Grant funding and the District's match. This resolution indicates the Board's commitment to continuing this campus-based support of victims and to providing the District's match to the grant funding. In year-three, the Administration has applied for a total of \$494,023 including the District's match of \$98,815.

The District's match consists of 100 percent dedicated time and salary of the Mental Health Counselor position, and 15 percent dedicated time and salary of the Coordinator of Social Work and Mental Health Services position.

Note: *On March 24, 2021, the Board of Trustees will conduct a public hearing on the expansion of health services in FBISD to include mental health services. This item will be updated pending Board discussion and feedback provided during the public hearing.*

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Beth Martinez
Chief Academic Officer

Bryan Guinn
Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
Action: Review: New Technology Projects
References: Board Policy CV (Local)
Scalable Systems
Department: Technology

Recommendation

Consideration and possible approval of funding and executing six new technology projects with a total budget of \$5,450,000, approval of the related project budgets, and approval to fund the projects using 2014 Bond Program Contingency.

Summary

The Technology Division applied for E-Rate federal reimbursements for equipment installed and funded through the 2014 Bond Program. The District has received a total of \$5,633,961 in E-Rate proceeds related to these projects and the proceeds have been recorded to the 2014 Bond Program Contingency increasing the available balance.

The 2014 Bond funding for technology consisted of \$39,433,847 for infrastructure upgrades. As a result of value engineering and aggressive hardware discounts, technology savings totaled \$6,155,822, including savings already transferred to program contingency. The combined total savings between technology project savings and E-Rate reimbursement is \$11,789,783. IT planned to use the E-Rate reimbursement to fund additional projects and is hereby requesting approval to utilize funds from 2014 Bond Program Contingency to fund the projects specified below.

IT staff has prioritized \$5,450,000 in identified deficiencies that are aligned with infrastructure upgrades approved and implemented in the 2014 Bond which need to be addressed.

Background

The identified projects will ensure the District has a secure network, backup recovery in the event of a disaster/threat, and servers and storage space to address growth in the District's network.

Description	Project Budget
Firewall Refresh	\$1,600,000
District Backup Project (Commvault)	\$1,500,000
File Servers	\$800,000
Network UPS Refresh	\$700,000
Replace and upgrade network components	\$500,000
UCS Server Refresh	\$350,000
Total	\$5,450,000

Recommended by:

Charles E. Dupre
 Superintendent of Schools

Submitted by:

Long Pham
 Chief Information Officer

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
**Action: Review: Water Meter Easement
with Brazoria-Fort Bend Counties
Municipal Utility District 3 – High
School 12**
**References: Board Policy CV (Local)
Scalable Systems**
Department: Operations

Recommendation

Consideration and possible approval of a Water Meter Easement Agreement with Brazoria-Fort Bend Counties Municipal Utility District 3 for new High School 12 (HS 12), and authorization for the Board President to negotiate and execute the agreement.

Summary

Brazoria-Fort Bend Counties Municipal Utility District 3 desires to obtain a water meter easement for HS 12.

This agreement would allow Brazoria-Fort Bend Counties Municipal Utility District 3 to install a new water meter, providing water service to HS 12.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

WATER METER EASEMENT
(0.0053 and 0.0046 Acre Tracts)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

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

FORT BEND INDEPENDENT SCHOOL DISTRICT, of Fort Bend County, 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 ("Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to **BRAZORIA-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 3**, a body politic organized and existing under the laws of the State of Texas whose address is c/o Coats Rose, P.C., 9 Greenway Plaza, Ste. 1000, Houston, Texas 77046 ("Grantee"), its successors and assigns, a non-exclusive, water line easement (the "Easement") in, over and across those certain tracts of land as more particularly described in Exhibit "A" and "B" attached hereto and incorporated herein for all purposes (collectively hereinafter referred to as the "Easement Tract").

The Easement herein granted shall be used solely for the purposes of placing, constructing, operating, clearing, repairing, maintaining, reconstruction, rebuilding, replacing, removing and relocating (but only within the Easement Tract) one or more water lines, and related facilities and appurtenances, including but not limited to water meters and meter vaults as may from time to time be deemed necessary by Grantee (in its sole discretion) in connection with the use, operation, transportation and furnishing of water services upon, across, and through the Easement Tract (collectively, the "Facilities") and giving unto said Grantee, its agents, employees, workmen, and representatives all of the rights and benefits necessary or appropriate for the full enjoyment or use of the Easement herein granted, including, but without limiting the same, the free right of ingress and egress to and from the Easement Tract. The Easement Tract shall be used for no other purpose unless otherwise expressly agreed to in writing by Grantor.

It is expressly understood and agreed by and between the parties that this Easement shall be subject to and governed by the following provisions:

(1) The Easement, rights, and privileges granted herein are non-exclusive, and Grantor reserves and retains the right to use the Easement Tract for all purposes which do not interfere with the rights hereby granted and provided that under no circumstances shall Grantor place any houses, garages, buildings or other similar structures in, on, under, over or across the Easement Tract. Notwithstanding anything contained herein that may be construed to the contrary, no rights or privileges of Grantor in the Easement Tract are to be used by Grantor which would interfere with or abridge the rights herein granted to Grantee.

(2) The easement, rights and privileges herein granted shall be perpetual or for so long as Grantee shall utilize the easement for the purposes intended, provided, however, the Easement, rights and

privileges granted herein shall terminate when, or at such time as, the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

(3) Subject to the further provisions hereof, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across the Easement Tract as may be necessary to lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted.

(4) Grantee shall not be obligated to replace or restore any trees, growth, sidewalks, roads, parking surfaces, power lines, lighting fixtures or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities.

(5) During or immediately after any work on the Easement Tract by Grantee pursuant to the rights granted hereby, Grantor, at its sole cost and expense, shall take all reasonable measures to restore the improvements, surfacing materials, and other facilities of the owner of the Easement Tract, including landscaping and fences situated on the Easement Tract, to the condition which existed prior to such operations.

(6) It is understood and agreed this instrument does not constitute a conveyance of any part of the land above-described nor of the mineral interests therein and thereunder, but only grants water line easement rights to Grantee.

(7) The Easement, rights, and privileges herein granted shall be subject to all easements, restrictions and reservations of record in the Official Public Records of Real Property of Fort Bend County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"), provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of Grantee's rights in the Easement and use of the Easement Tract for the purposes set forth herein.

(8) The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns. Grantee's rights hereunder may also be exercised, at Grantee's option, by Grantee's lessees, licensees, contractors, agents, guests and invitees.

(9) The prevailing party in any suit, action or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover all costs and reasonable attorney's fees from the other party.

(10) The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

(11) Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

(12) This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument (or the Easement) shall be the state courts situated in Fort Bend County, Texas.

(13) This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute on instrument.

TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee to be used for said purpose, forever; and Grantor does hereby bind itself and its successors and assigns TO WARRANT AND FOREVER DEFEND all and singular the above described Easement and Easement Tract unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2021.

GRANTOR:

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 _____, 2021, 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"
(Easement Tract)

WATER METER EASEMENT

0.0053 ACRE
229 SQUARE FEET
WILLIAM HALL SURVEY
ABSTRACT NO. 31
FORT BEND COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 0.0053 acre (229 square foot) tract of land located in the William Hall Survey, Abstract Number 31, Fort Bend County, Texas and said 0.0053 acre tract of land being out of and a part of Restricted Reserve "A", Fort Bend ISD High School No 12, a subdivision recorded under Plat Number (No.) 20200275, Fort Bend County Plat Records (F.B.C.P.R.) and being out of and a part of the called 76.957 acre tract described in the deed to Fort Bend Independent School District, recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2020020102, said 0.0053 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

COMMENCING at 5/8-inch iron rod with cap stamped "GBI" found marking the southeast corner of said Restricted Reserve "A" and the northeast corner of Caldwell Ranch Boulevard (based on a width of 70 feet) recorded under Caldwell Ranch Boulevard Phase 1 Street Dedication, a subdivision recorded under Plat No. 20200278 F.B.C.P.R. and the beginning of a curve to left;

THENCE, in a southwesterly direction, along the southeasterly line of said Restricted Reserve "A" and the northwesterly Right-of-Way (R.O.W.) line of said Caldwell Ranch Boulevard and along said curve to the left, having a radius of 2,090.00 feet, a central angel of 04 degrees 46 minutes 42 seconds (chord bears, South 73 degrees 56 minutes 26 seconds West, 174.25 feet) and an arc distance of 174.30 feet, to 5/8-inch iron rod with cap stamped "GBI" found marking the end of said curve in the north northwesterly R.O.W. line of said Caldwell Ranch Boulevard;

THENCE, South 71 degrees 33 minutes 05 seconds West, continuing along the northwesterly R.O.W. line of said Caldwell Ranch Boulevard, a distance of 421.53, to a 5/8-inch iron with cap stamped "GBI" found marking the beginning of a curve to the right in the north R.O.W. line of said Caldwell Ranch Boulevard;

THENCE in a southwest direction, continuing along the northwesterly R.O.W. line of said Caldwell Ranch Boulevard and said curve to right, having a radius of 2,910.00 feet, a central angel of 15 degrees 23 minutes 57 seconds (chord bears, South 79 degrees 15 minutes 03 seconds West, 779.76 feet) and an arc distance of 782.11 feet, to 5/8-inch iron rod with cap stamped "GBI" found marking the end of said curve in the northwesterly R.O.W. line of said Caldwell Ranch Boulevard;

THENCE, South 86 degrees 57 minutes 01 seconds West, continuing along the northwesterly R.O.W. line of said Caldwell Ranch Boulevard, a distance of 117.70 feet, to the POINT OF BEGINNING and the southeast corner of the herein described tract;

THENCE, South 86 degrees 57 minutes 01 seconds West, continuing along the northwesterly R.O.W. line of said Caldwell Ranch Boulevard, a distance of 18.27 feet, to the southwest corner of the herein described tract;

THENCE, North 03 degrees 02 minutes 59 seconds West, departing the northwesterly R.O.W. line of said Caldwell Ranch Boulevard and over and across aforesaid Restricted Reserve "A", a distance of 21.00 feet, to the northwest corner of the herein described tract;

THENCE, North 86 degrees 57 minutes 01 seconds East, continuing over and across said Restricted Reserve "A", a distance of 5.00 feet, to an exterior corner of the herein described tract;

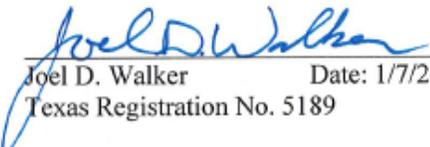
THENCE, South 03 degrees 02 minutes 59 seconds East, continuing over and across said Restricted Reserve "A", a distance of 11.66 feet, to an interior corner of the herein described tract;

THENCE, North 86 degrees 57 minutes 01 seconds East, continuing over and across said Restricted Reserve "A", a distance of 13.27 feet, to the northeast corner of the herein described tract;

THENCE, South 03 degrees 02 minutes 59 seconds East, continuing over and across said Restricted Reserve "A", a distance of 9.34 feet, to the POINT OF BEGINNING and containing a computed area of 0.0053 acre (229 square feet) of land as depicted on the Water Meter Easement Exhibit dated: January 7, 2021, prepared by West Belt Surveying, Inc., Project No. S367-0032D.

West Belt Surveying, Inc.
Certified Firm No. 10073800
21020 Park Row
Katy, Texas 77449
(281) 599-8288




Joel D. Walker Date: 1/7/21
Texas Registration No. 5189



LINE TABLE		
LINE	BEARING	LENGTH
L1	S71°33'05"W	421.53'
L2	S86°57'01"W	18.27'
L3	N03°02'59"W	21.00'
L4	N86°57'01"E	5.00'
L5	S03°02'59"E	11.66'
L6	N86°57'01"E	13.27'
L7	S03°02'59"E	9.34'

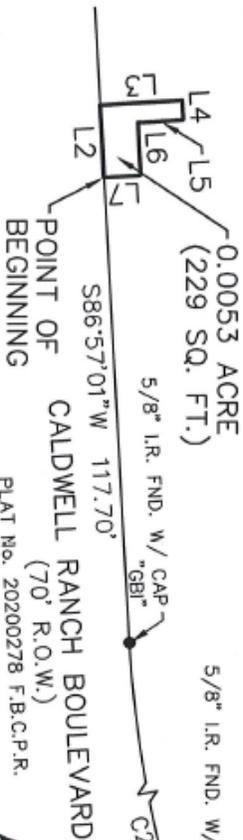
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	174.30'	2090.00	4°46'42"	87.20	S73°56'26"W	174.25'
C2	782.11'	2910.00	15°23'57"	393.43	S79°15'03"W	779.76'



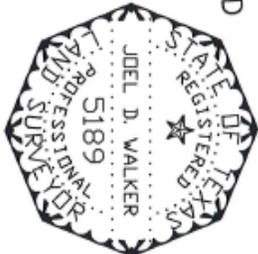
RESTRICTED RESERVE "A"
 FORT BEND ISD HIGH SCHOOL No 12
 PLAT No. 20200275 F.B.C.P.R.
 CALLED 76.957 ACRES
 FORT BEND INDEPENDENT SCHOOL DISTRICT
 F.B.C.C.F. No. 2020020102

ABBREVIATIONS:
 FND.-FOUND
 FT.-FEET
 F.B.C.C.F.-FORT BEND COUNTY CLERK'S FILE
 F.B.C.M.R.-FORT BEND COUNTY PLAT RECORDS
 I.R.-IRON ROD
 No.-NUMBER
 R.O.W.-RIGHT-OF-WAY
 SQ.-SQUARE

REMAINDER OF
 CALLED 353.926 ACRES
 258 COLONY INVESTMENTS, LLC.
 F.B.C.C.F. No. 2019127946



SURVEYOR'S NOTES:
 1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
 2. THERE IS A METES & BOUNDS DESCRIPTION OF THE 0.0053 ACRE TRACT SHOWN HEREON, DATED: JANUARY 7, 2021, THAT ACCOMPANIES THIS PLAT.
 3. THIS EASEMENT HAS NOT BEEN STAKED ON THE GROUND.



TO: FORT BEND INDEPENDENT SCHOOL DISTRICT
 THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.
 DATE: 1/1/21
 JOEL D. WALKER, R.P.L.S.
 TEXAS REGISTRATION NO. 5189

NO.	DATE	REVISIONS

0.0053 ACRE (229 SQ. FT.)
 WATER METER EASEMENT
 OUT OF THE
 WILLIAM HALL SURVEY,
 ABSTRACT No. 31
 FORT BEND COUNTY, TEXAS

WEST BELT SURVEYING, INC.
 21090 PALLET ROW
 KATY, TX 77449
 PHONE: 681J-289-4898
 FAX: 681J-492-0089
 CERTIFIED PLAT NO. 10072800

EXHIBIT "B"
(Easement Tract)

WATER METER EASEMENT

0.0046 ACRE
200 SQUARE FEET
WILLIAM HALL SURVEY
ABSTRACT NO. 31
FORT BEND COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 0.0046 acre (200 square foot) tract of land located in the William Hall Survey, Abstract Number 31, Fort Bend County, Texas and said 0.0046 acre tract of land being out of and a part of Restricted Reserve "A", Fort Bend ISD High School No 12, a subdivision recorded under Plat Number (No.) 20200275, Fort Bend County Plat Records (F.B.C.P.R.) and being out of and a part of the called 76.957 acre tract described in the deed to Fort Bend Independent School District, recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2020020102, said 0.0046 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

COMMENCING at 5/8-inch iron rod with cap stamped "GBI" found marking the southeast corner of said Restricted Reserve "A" and the northeast corner of Caldwell Ranch Boulevard (based on a width of 70 feet) recorded under Caldwell Ranch Boulevard Phase 1 Street Dedication, a subdivision recorded under Plat No. 20200278 F.B.C.P.R. and the beginning of a curve to left;

THENCE, in a southwesterly direction, along the southeasterly line of said Restricted Reserve "A" and the northwesterly Right-of-Way (R.O.W.) line of said Caldwell Ranch Boulevard and along said curve to the left, having a radius of 2,090.00 feet, a central angel of 04 degrees 46 minutes 42 seconds (chord bears, South 73 degrees 56 minutes 26 seconds West, 174.25 feet) and an arc distance of 174.30 feet, to 5/8-inch iron rod with cap stamped "GBI" found marking the end of said curve in the northwesterly R.O.W. line of said Caldwell Ranch Boulevard;

THENCE, South 71 degrees 33 minutes 05 seconds West, continuing along the northwesterly R.O.W. line of said Caldwell Ranch Boulevard, a distance of 94.59 feet, to the POINT OF BEGINNIG and the east corner of the herein described tract;

THENCE, South 71 degrees 33 minutes 05 seconds West, continuing along the northwesterly R.O.W. line of said Caldwell Ranch Boulevard, a distance of 10.00 feet, to the south corner of the herein described tract;

THENCE, North 18 degrees 26 minutes 55 seconds West, departing the northwesterly R.O.W. line of said Caldwell Ranch Boulevard and over across aforesaid Restricted Reserve "A", a distance of 20.00 feet, to the west corner of the herein described tract;

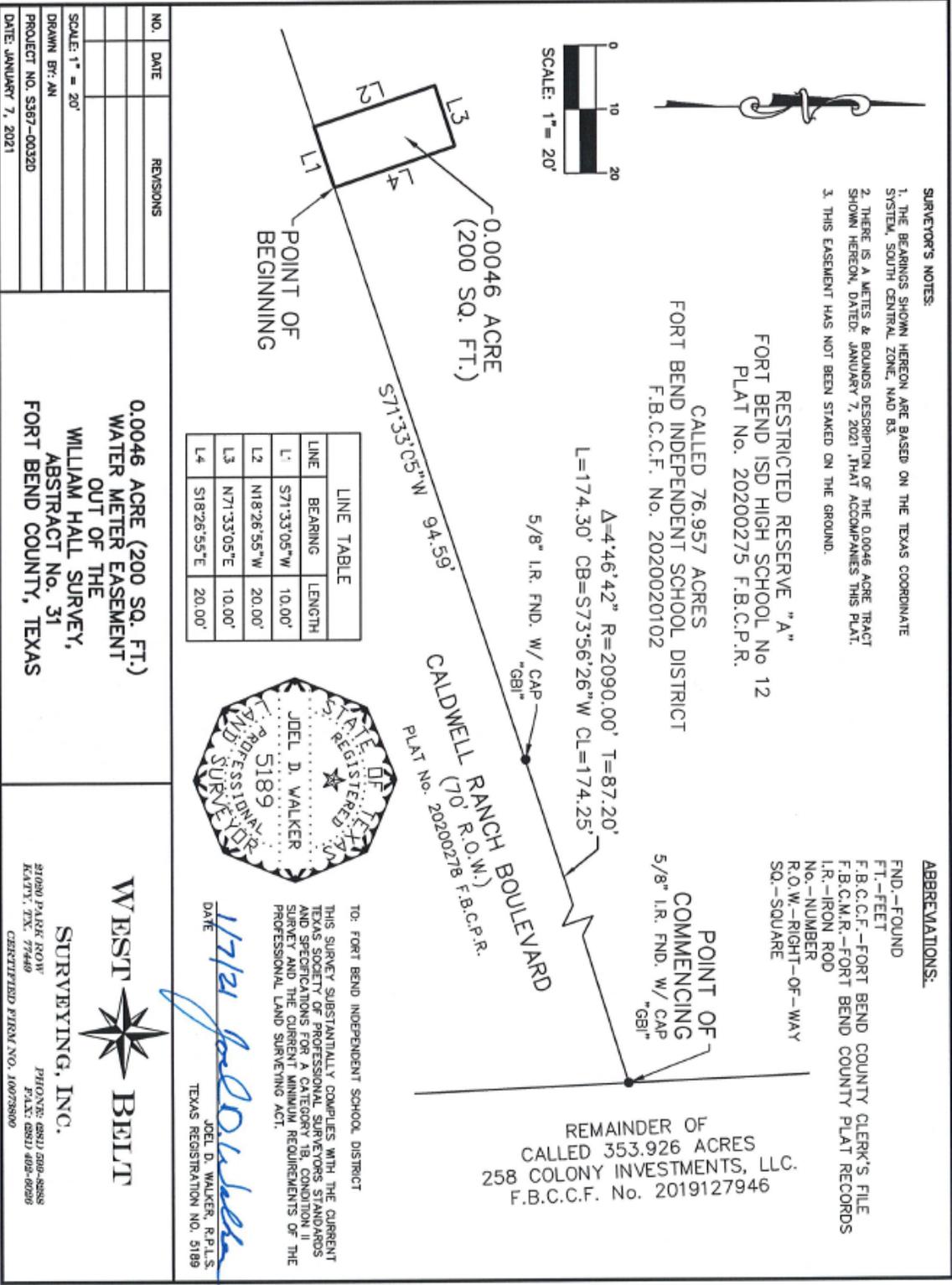
THENCE, North 71 degrees 33 minutes 05 seconds East, continuing over and across said Restricted Reserve "A", a distance of 10.00 feet, to the north corner of the herein described tract;

THENCE, South 18 degrees 26 minutes 55 seconds East, continuing over and across said Restricted Reserve "A", a distance of 20.00 feet, to the POINT OF BEGINNING and containing a computed area of 0.0046 acre (200 square feet) of land as depicted on the Water Meter Easement Exhibit dated: January 7, 2021, prepared by West Belt Surveying, Inc., Project No. S367-0032D.

West Belt Surveying, Inc.
Certified Firm No. 10073800
21020 Park Row
Katy, Texas 77449
(281) 599-8288



Joel D. Walker
Joel D. Walker Date: 1/7/21
Texas Registration No. 5189

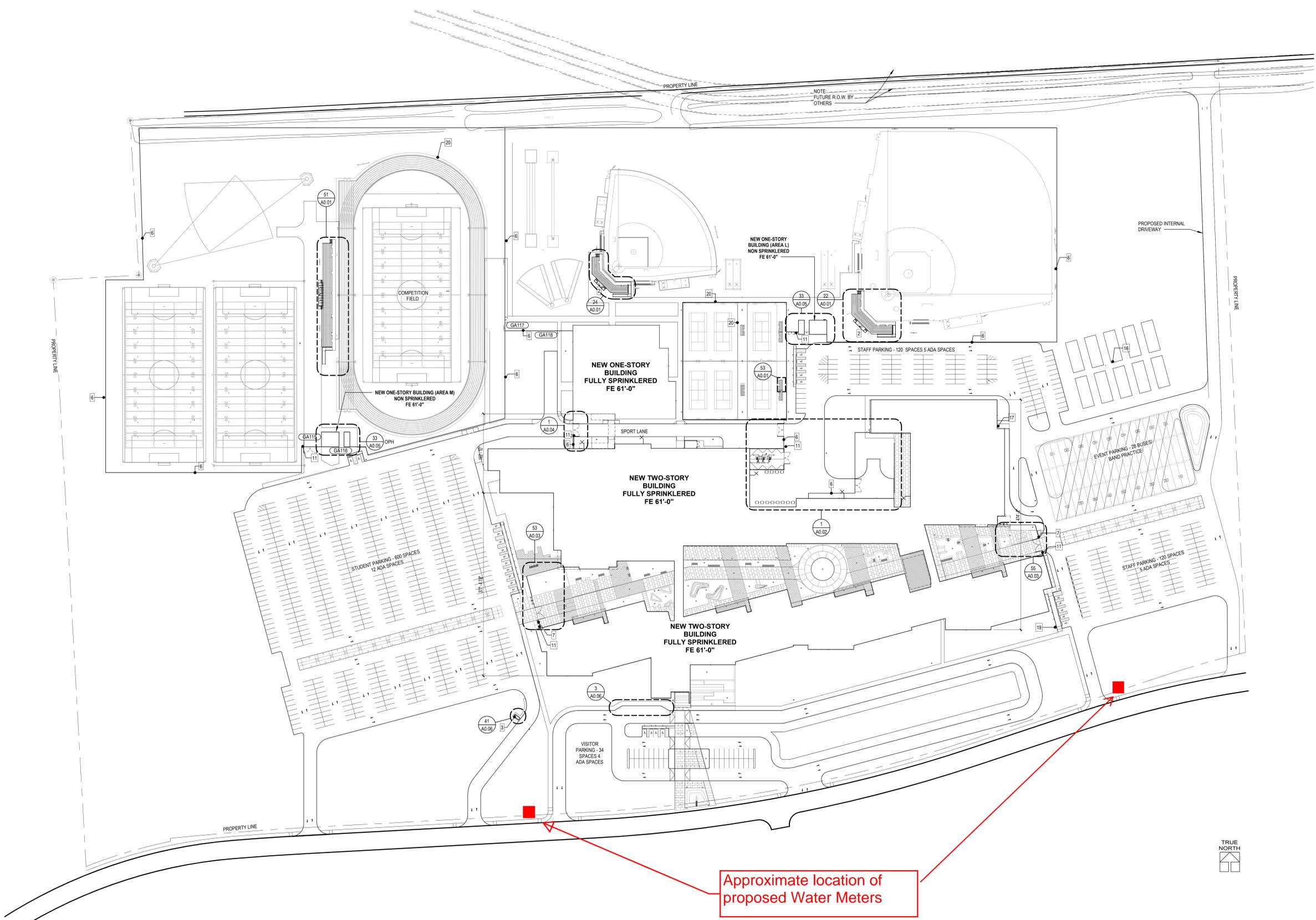


NOTE: THE IMAGES DEPICTED ABOVE ARE NOT TO SCALE AND ARE FOR REFERENCE ONLY WITH RESPECT TO THE GENERAL LOCATION AND CONFORMATION OF THE EASEMENT AREA.

LEGEND NOTES

KEYNOTE LEGEND

2	PREFABRICATED PRESS BOX
3	PREFABRICATED BOOTH
6	8'-0" HT. CHAIN LINK FENCING
7	ORNAMENTAL METAL FENCING
11	FIRE ACCESS KNOX BOX MOUNTED TO FENCE
16	LOCATION FOR 10 TEMPORARY CLASSROOMS
17	FINE ARTS LOADING AREA
19	REFER TO A15.06 FOR ACCESSIBLE PARKING SIGNAGE TYPES, REF. CIVIL DWGS. FOR ACCESSIBLE PARKING LAYOUT & DIMENSIONING. TYP.
20	CHAINLINK FENCE AROUND THE AREA REFER TO SPORT CIVIL DRAWINGS



Approximate location of proposed Water Meters

OVERALL SITE PLAN
 SCALE: 1" = 80'-0"

BM 360/039-19102-00 Fort Bend High School039-19102-00_FBHS_AR_2019.rvt
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PROPOSED WATER METER EASEMENT LOCATIONS



PROPOSED WATER
METER EASEMENT



CALDWELL RANCH BOULEVARD

**PROPOSED 20X10
WATER METER
EASEMENT**



CALDWELL RANCH BOULEVARD

78

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
**Action: Review: Portable Classroom
Building Relocations, Purchase,
Lease, Installation, and Repairs for
2021-2022 School Year**
**References: Board Policy CV (Local)
Scalable Systems**
Department: Operations

Recommendation

Consideration and possible approval to execute a contract with Mobile Modular Management Corporation to lease and/or purchase portable classroom buildings for the 2021-22 school year; a Job Order Contract (JOC) with J.R. Thomas Group, Inc., for set up and installation of all necessary infrastructure to support the portable classroom buildings, approval of a Design Services Agreement with Molina Walker Almaguer Architects (MWAA), approval of the project budget of \$5,267,380, and authorization for the Superintendent to negotiate, execute, or terminate the respective contracts.

Summary

On December 7, 2020, in preparation to receive students back on campus while implementing COVID safety guidelines, the Board approved an agenda item to lease and install a maximum of 20 modular buildings for a total budget of \$3,839,000. After further review and analysis of student enrollment data and COVID building capacities, the agenda presented herein provides a more accurate representation of the District's needs and shall supersede the previously approved agenda from December 7, 2020.

The Department of School Leadership, the Department of Collaborative Communities, and the Operations Department reviewed the preliminary PASA data and has identified campuses that are projected to be overutilized due to increased enrollment or program changes. To address the overutilization, the Operations team, in collaboration with the Business and Finance team, have identified two different methods which when combined, present the most cost-effective options for the District. A combination of leased and purchased portable classroom buildings, and relocation of the District-owned portable classroom buildings, will be utilized across the District.

On December 17, 2018, the Board approved a pool of professional services for the 2018 Bond Program. MWAA was invited to provide professional design services related to the installation, relocation and repairs for the District's portable classroom buildings.

The Design & Construction Department invited Mobile Modular Management Corporation, through the BuyBoard Purchasing Cooperative 556-18, to participate in providing quotes for both lease options and purchase of re-furbished modular buildings to be installed as an additional measure to alleviate capacity issues surrounding the face-to-face learning model and increase campus capacities to safely house students and staff.

At the same time, the Design and Construction Department invited a JOC from the list of BOT approved JOCs (per CSP 19-039KB), to participate in providing a per-unit proposal for the set up and installation of leased buildings and/or relocation and repair of existing portable classroom buildings owned by the District.

The tables shown below summarizes the anticipated portable classroom building relocations and installations (Table 1) for the 2021-22 school year:

Campus	Anticipated Number of Portable Buildings Available for Release	Anticipated Number of Portable Buildings to be Installed
Armstrong ES	2	
Fleming ES	2	
Townwest ES	1	
Oyster Creek ES	1	
Cornerstone ES	1	
Lake Olympia MS	1	
Heritage Rose ES		2
Leonetti ES		5
Malala Yousafzai ES		2
Neill ES		1
Palmer ES		1
Pecan Grove ES		2
Schiff ES		2
Seguin ES		1
Settlers Way ES		2
Thornton MS		4
Elkins HS		3
Other Campuses (TBD)		5
Total	8	30

In prior years, the District encountered enrollment or program changes after the Board approved the portable classroom building relocation plan, which led to changes in releasing and/or receiving campuses. To help mitigate this potential concern, this year’s proposal will include five additional portable classroom buildings. This will allow the Operations staff to accommodate campuses and make the necessary adjustments should the need arise.

As shown on the table above, in order to meet the need for additional portable classroom buildings, the District will be able to relocate eight existing portable classroom buildings within the District, and will purchase and/or lease the remaining 22 portable classroom buildings.

The scope of work required to establish the modular classrooms required to support the face-to-face learning model includes, but is not limited to: building set up, site preparation required to receive the modular buildings, fire alarm system modifications, concrete sidewalks, landings, intercom system, HVAC system, and walkway canopies.

The proposed budget also includes the scope to complete and provide the necessary technology to support the added classrooms, professional services to facilitate the design and permit process, and a site development allowance to cover site preparation.

The following table summarizes the anticipated costs per unit associated with leasing portable buildings and installation of such buildings at the receiving campuses.

2021-2022 Portable Classroom Building Relocations, Purchase, Lease, Installation, and Repairs Budget	Cost
Professional Design Services – Molina Walker	\$155,000
Design Contingency (10%)	\$15,500
Subtotal (Design Services – MWA)	\$170,500
Lease Option – Per unit (16 units @ \$42,000) (Mobile Modular two-year lease)	\$672,000
Purchase Refurbished Option – Per unit (6 units @ \$70,000)	\$420,000
Subtotal (Mobile Modular - Contractor)	\$1,092,000
Construction – Portable Relocations, Installation & Repairs (30 units)	\$2,799,000
Bond (2%)	\$55,980

Contingency (10%)	\$279,900
Subtotal (JR Thomas Group, Inc. – Contractor)	\$3,134,880
Site Development	\$75,000
Technology	\$720,000
Furniture, Fixtures, and Equipment (FF&E)	\$75,000
Total Budget	\$5,267,380

The portable classroom building lease, purchase, and installation will be funded through Bond 2014 Program Contingency Funds

In order to ensure the portable classroom buildings are ready for use by August 2021, the work will begin upon Board approval of the budget and execution of the required contracts.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

Bryan Guinn
Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
Action: Review: New Caney ISD (School Purchasing Alliance) Interlocal Purchasing Cooperative
References: Board Policy CH (Legal) Scalable Systems
Department: Business and Finance

Recommendation

Consideration and possible approval of an Interlocal Agreement with New Caney ISD – School Purchasing Alliance (SPA), and authorization for the Superintendent to negotiate and execute the agreements.

Summary

SPA, like other cooperative purchasing groups, solicits, negotiates, and executes contracts that its member institutions will find useful. The procurements are conducted in accordance with State of Texas laws and are in accordance with District procurement policy and contracting statutes, as well as the applicable Federal Acquisition Regulations by Reference.

Many of the solicited and contracted vendors under the program may prove to be useful for Fort Bend ISD. Specifically, this cooperative has a contract that Fort Bend ISD can leverage in an effective manner for general grocery, snacks, beverages, and non-food item purchases.

This agreement would begin upon signature and would automatically renew unless terminated by either party. Termination may be with or without cause upon 30 days prior written notice.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
**Action: Review: Texas Association of
School Boards (TASB) Risk
Management Fund Interlocal
Participation Agreement**
**References: Board Policy CH (Legal)
Scalable Systems**
Department: Business and Finance

Recommendation

Consideration and possible approval of an Interlocal Participation Agreement with Texas Association of School Boards (TASB) Risk Management Fund, and authorization for the Superintendent to negotiate and execute all agreements and/or revisions thereof.

Summary

The TASB Risk Management Fund provides administrative services and governmental functions relative to risk management. The Participation Agreement enables fund members to participate in one or more of the fund's available programs, including but not limited to, property, liability, auto, workers' compensation, and unemployment compensation coverage.

The participation agreement is conducted in accordance with State of Texas laws and are in accordance with District procurement policy and contracting statutes, as well as the applicable in the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code by Reference.

After researching past transactions, it was found that this agreement was previously signed by staff in 2012. Out of an abundance of caution, staff is requesting Board approval and subsequent signature to ensure compliance with all applicable rules. The agreement will begin upon signature and will automatically renew unless terminated by either party. Termination may be with or without cause upon 30 days prior written notice, or the District ceases to participate in at least one of the available programs.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 205 of the Texas Labor Code, pertaining to unemployment compensation; Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs, including but not limited to, property, liability, auto, workers' compensation, and unemployment compensation coverage. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However,

once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member shall be bound thereby.

c. **By the Fund upon Breach by Fund Member.**

- 1) The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
- 2) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
- 3) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;
- 4) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 5) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. **Contributions.**

- a. **Agreement to Pay.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member owes the Fund payments under this Agreement, including any CCS, the Fund may offset such amounts from any Fund Member funds held by the Fund, regardless of program.
- b. **Estimated Contribution.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

- c. **Contribution Adjustment.** Should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. A CCS for a Fund program will state the participation term. After Fund Member's initial execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements.
8. **Other Duties of Fund Member.**
 - a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
 - b. **Claims Reporting.** Notice of any claim must be provided to the Fund no more than 30 days after Fund Member knows or should have known of the claim or circumstances leading to the claim, unless a different reporting requirement is required by law or provided for in the CCS. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.
10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.
11. **Subrogation and Assignment of Rights.** Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
12. **No Waiver of Subrogation Rights.** Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

13. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.
14. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.
15. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.
16. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for information and/or records made by the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, engage in fraudulent conduct or make false statements to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.
17. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate a coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, and the Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
18. **Security of Documents.** Under this agreement the Fund may grant Fund Member access to sensitive or protected information. Fund Member agrees to assume the responsibility for maintaining the security of this information and to take all reasonable steps to avoid unauthorized disclosure of this information.
19. **Insurance Terminology.** The Fund is not "insurance", but is instead a mechanism through which eligible governmental entities join together to collectively self-insure and administer certain risk exposures. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
20. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
21. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No individual Fund Member is entitled to an individual allocation or portion of members' equity.
22. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws and CCSs that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws or any CCS, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.

23. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

24. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
25. **Governing Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles of such state. Venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall lie in Travis County, Texas, unless otherwise mandated by law. In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees that are equitable and just.
26. **Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
27. **Assignment.** This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund.
28. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement.
29. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.

30. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER:

Fund Member Name: _____

By: _____
Signature of Fund Member's Authorized Representative

Date: _____

Printed Name of Fund Member's
Authorized Representative

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____
Chair, TASB Risk Management Fund Board of Trustees

Date: _____

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
Action: Review: Purchases 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:

Bryan Guinn
Chief Financial Officer

Gwyn Touchet
Chief Human Resources and Organizational Transformation Officer

Long Pham
Chief Information Officer

BOT Meeting:	March 22, 2021
Solicitation No.:	21-047AB School Purchasing Alliance
References:	District Goal Scalable Systems
Description:	<p>General Grocery, Snacks, Beverages and Non-Food Items</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of general grocery and non-food items under a cooperative contract with New Caney ISD - School Purchasing Alliance (SPA) in an amount not-to-exceed \$10,725,000 and authorization for the Superintendent to negotiate and execute the agreements through June 30, 2022.</p> <p><u>Summary</u></p> <p>The Fort Bend ISD Child Nutrition Department is seeking Board approval for the procurement of grocery (food and non-food items) and related items under a cooperative contract with the SPA. This contract will allow for the procurement of food and non-food items needed for the preparation and service of breakfast, lunch, dinner, snacks, catered events, and concessions when required.</p> <p>Currently, SPA has 37 member districts with an estimated purchasing agreement of \$65 million. The size of their purchasing agreement enables members to leverage cost and thus receive better pricing. Fort Bend ISD will utilize Gordon's, a SPA awarded vendor, for the purchase of general grocery, snack, beverage and non-food items.</p> <p>Upon completing a price analysis, it was discovered that the District would save on its annual grocery purchases utilizing SPA pricing. In the analysis, staff reviewed 40 of the most purchased items and determined that the District could realize a potential savings of up to \$150,000.</p> <p>The SPA purchasing contract will allow the District to fulfill its general grocery, snack, beverage, and non-food items efficiently and effectively and complies with school district bidding requirements. The current cooperative contracts are active through June 30, 2022. At that time, staff will return to the Board to request authorization to utilize the new cooperative contract, an alternate cooperative contract, or an alternate procurement method.</p> <p><u>Background</u></p> <p>Expenditures in 2019-20 were \$7,641,371 for these goods. Expenditures will not exceed \$10,725,000 through June 2022 and funding is included in the budget.</p>

	The estimated expenditures include:													
	<table border="1"> <thead> <tr> <th>Department</th> <th>Estimated Expenditures</th> </tr> </thead> <tbody> <tr> <td>Child Nutrition</td> <td>\$9,700,000</td> </tr> <tr> <td>Special Education</td> <td>25,000</td> </tr> <tr> <td>CTE</td> <td>25,000</td> </tr> <tr> <td>Contingency</td> <td>975,000</td> </tr> <tr> <td>Total</td> <td>\$10,725,000</td> </tr> </tbody> </table>	Department	Estimated Expenditures	Child Nutrition	\$9,700,000	Special Education	25,000	CTE	25,000	Contingency	975,000	Total	\$10,725,000	
Department	Estimated Expenditures													
Child Nutrition	\$9,700,000													
Special Education	25,000													
CTE	25,000													
Contingency	975,000													
Total	\$10,725,000													
Requested By:	Bryan Guinn, Chief Financial Officer Matt Antignolo, Director Child Nutrition													
Vendor:	Gordon's													
Budget Sources:	Federal Funds (CND & Special Education) General Fund CTE Funds Enterprise Funds													
Amount:	Not to Exceed - \$10,725,000 through June 30, 2022													
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 June 30, 2022													
Last solicitation date:	N/A													
Supporting documents:	N/A													
Disclosure under Board Policy CH, CV, or DBD (Local):	None													

BOT Meeting:	March 22, 2021								
Solicitation No.:	21-070CT OMNIA Partners								
References:	District Goal Scalable Systems								
Description:	<p>Facilities Management Software and Solutions SchoolDude Annual Support</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of Facilities Management Software and Solutions annual support from Dude Solutions, Inc., under a cooperative contract with OMNIA Partners in an amount not-to-exceed \$63,000, bringing the total contract amount with the vendor to \$158,000, and authorization for the Superintendent to negotiate and execute the agreement through March 2022. Facilities and Information Technology are also seeking to align the annual support contract for facilities work orders (21-070CT) in the amount of \$63,000 and the energy manager solution module contract (21-003AR) in the amount of \$95,000 for an amount not to exceed \$158,000.</p> <p><u>Summary</u></p> <p>On February 24, 2020, the Board approved 20-084 for SchoolDude annual support. SchoolDude is a web-based solution that creates and tracks maintenance work orders for departments and campuses. This software also tracks facilities maintenance warehouse inventory.</p> <p>On September 21, 2020, the Board approved 21-003AR in an amount not to exceed \$95,000 for the Facilities Department to purchase the Energy Manager Solution module from SchoolDude.</p> <table border="1"> <thead> <tr> <th>Item</th> <th>Expenditure</th> </tr> </thead> <tbody> <tr> <td>Annual software</td> <td>\$63,000</td> </tr> <tr> <td>Energy Manager Solution Module (Board approved September 21, 2020)</td> <td>\$95,000</td> </tr> <tr> <td>Total</td> <td>\$158,000</td> </tr> </tbody> </table> <p>If the contract renewal is approved by the Board, the annual software and energy manager solution module renewals will align and occur in March of each year.</p> <p><u>Background</u></p> <p>Expenditures in 2019-20 were \$59,028 for SchoolDude. Expenditures year-to-date in 2020-21 are \$37,886. Expenditures will not exceed \$158,000 through March 2022 and is included in the budget.</p>	Item	Expenditure	Annual software	\$63,000	Energy Manager Solution Module (Board approved September 21, 2020)	\$95,000	Total	\$158,000
Item	Expenditure								
Annual software	\$63,000								
Energy Manager Solution Module (Board approved September 21, 2020)	\$95,000								
Total	\$158,000								
Requested By:	Long Pham, Chief Information Officer Oscar Perez, Chief Operations Officer Bryan Guinn, Chief Financial Officer								
Vendor:	Dude Solutions, Inc.								

Budget Sources:	General Fund
Amount:	Not to Exceed - \$158,000 through March 2022
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 2022
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

BOT Meeting:	March 22, 2021
Solicitation No.:	RFP 21-038AB
References:	District Goal Scalable Systems
Description:	<p>Supplemental Professional Learning Consulting Services</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of Professional Learning Consulting Services, in an amount not to exceed \$7,250,000 through August 2022, and authorization for the Superintendent to negotiate and execute the contracts.</p> <p>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. This process ensures the District has a comprehensive set of resources that align with the District's professional learning initiatives.</p> <p>This request is to add the recommended vendors to the list of previously approved vendors. The original Board approved length of commitment and authorized expenditure amount does not change.</p> <p><u>Summary</u></p> <p>As the District undertakes the challenge of shifting the culture of Fort Bend ISD to ensure that fidelity of implementation of an instructional program that supports the Board's governing principles and approved goals and objectives, it is essential that staff is provided with robust professional development opportunities designed to build capacity and shift the mindset of staff.</p> <p>On June 30, 2017, the District released RFP 17-071HN to approve vendors for consulting services. During the 2017-18 school year, the Academic Affairs Division utilized vendors on the approved list to support the instructional priorities and District goals to support the implementation of a student-centered curriculum. On August 14, 2017, the Board awarded 21 vendors.</p> <p>It was determined that a Supplemental RFP for Professional Consulting Services was necessary to add vendors to the existing pool. On February 27, 2018, the District posted RFP18-046MC Professional Consulting Services. The intent was to increase the list of consulting services vendors, and to address a need for ongoing, job embedded professional learning related to several identified priority areas in the Academic Affairs Division. On May 14, 2018, 21 additional vendors were awarded by the Board.</p>

	<p>On January 31, 2019, the District issued RFP19-064MC Supplemental Professional Learning Consulting Services. The intent of this RFP was to add additional contractors with the greatest capacity to provide professional learning and instructional coach training related to math, science, ELA, English Language learners, and Gifted and Talented. On May 13, 2019, the Board awarded eight additional vendors on this supplemental request for proposal.</p> <p>On March 2, 2020, the District issued RFP 20-094TA Supplemental Professional Learning consulting services, soliciting proposals for the purchase of supplemental professional learning consulting services. The proposals received were reviewed and scored by an evaluation committee comprised of staff from Leadership Transformation, Leadership Experience, Teaching and Learning (STEM Curriculum and Instruction), Change Management, and Campus Strategic Transformation, using a standard set of criteria connected to the scope of work identified to District priorities. On July 20, 2020, seven additional vendors were awarded by the Board.</p> <p>On December 6, 2020, the District issued RFP 21-038AB Professional Learning Consulting Services to add to the existing vendor pool. The proposals requested were for professional development focused on Standards Based Grading, Leadership Development, Strategic Planning, Stem Curriculum Development and Professional Learning Support, and Organizational Change Management.</p> <p>The scoring from this RFP resulted in one vendor meeting the evaluation team’s minimum criteria of 75 points. As a result, Culture Innovations will be added to the District vendor list specialized in the area of Leadership Development.</p> <p><u>Background</u></p> <p>Expenditures in 2019-20 were \$837,787. The expenditures year-to date for 2020-21 are \$171,262. Expenditures will not exceed \$7,250,000 over the five-year period through August 2022 as previously approved by the Board.</p> <p>This amount includes allocations for current and pending projects, as well as a 20% contingency for adjustments that may be required to address projects that increase in scope. Funding is included in the annual budget.</p>
Requested By:	Gwyn Touchet, Chief Human Resources Officer Bryan Guinn, Chief Financial Officer
Vendors:	Culture Innovations, LLC
Budget Sources:	General Fund Federal Funds

Amount:	Not to Exceed - \$7,250,000 through August 2022
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	1
Number of vendors contacted by FBISD Notification System:	1023
Number of vendors downloaded the solicitation:	117
Number of responses received:	17
Number of "no bid" responses received:	3
Length of commitment:	Through August 2022
Last solicitation date:	March 2020
Supporting documents:	Evaluation Summary and Rubric
Disclosure under Board Policy CH, CV, or DBD (Local):	None

Evaluation Summary
RFP 21-038AB - Supplemental Professional Learning Consulting Services

Vendor	Purchase Price (20 pts. max)	Reputation of the Vendor and of the Vendors Goods or Services (10 pts. max)	Quality of the Vendors Goods or Services (25 pts. max)	Extent to Which the Goods or Services Meet the District's Needs (25 pts. max)	Vendors Past Relationship With the District or Similar Sized District (5 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)	Proposers Ranking
Culture Innovations, LLC	12.73	5.67	20.17	20.33	4.17	3.18	10.00	Pass	76.25	1
Tech4Learning, Inc.	10.67	2.00	18.67	17.83	2.83	2.67	10.00	Fail	64.67	2
Data Projections, Inc.	9.65	5.93	16.67	17.00	2.67	2.41	10.00	Pass	64.33	3
New Teacher Center	7.00	4.00	20.50	20.83	3.00	1.75	5.00	Pass	62.08	4
Bailey Education Group	19.43	2.00	12.33	9.17	2.83	4.86	10.00	Pass	60.62	5
Featherstone Group	11.67	7.85	16.00	15.00	1.50	2.92	5.00	Pass	59.94	6
Learning Forward Texas	4.67	7.90	17.50	14.67	3.33	1.17	10.00	Fail	59.24	7
Instructional Coaching Group	4.31	5.87	15.33	15.67	3.50	1.08	10.00	Pass	55.76	8
PowerSchool Group, LLC	7.77	5.07	12.17	12.33	3.83	1.94	5.00	Pass	48.11	10
DMC Consulting	11.67	6.00	8.00	7.83	1.67	2.92	10.00	Pass	48.09	10
Gallup	3.04	3.90	15.67	14.67	3.33	0.76	5.00	Pass	46.37	11
Training and Leadership Consulting, LLC	12.35	0.00	8.67	8.67	2.33	3.09	10.00	Fail	45.11	12
Vijay Computer Academy	20.00	0.00	5.67	5.33	1.50	5.00	5.00	Fail	42.50	13
Writers in the Schools	11.67	3.90	9.00	7.00	2.33	2.92	5.00	Pass	41.82	14
Focused Minds Education Group	3.50	0.00	8.83	6.33	2.33	0.88	10.00	Fail	31.88	15
Educational Concepts, LLC	6.07	2.00	7.33	6.17	2.33	1.52	5.00	Pass	30.42	16
Learn Market LLC dba 24hr English	8.62	0.00	4.83	4.50	2.17	2.15	5.00	Fail	27.27	17

RFP 21-038AB
Supplemental Professional Learning Consulting Services

	Evaluation Criteria	Point System
	Purchase Price	
1	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.	20 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 e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)	10 points
	Quality of the Vendor's Goods or Services	
3	<ul style="list-style-type: none"> • Service capabilities, report capabilities training, on-going maintenance, and technical support • Demonstrates competence: experience, etc. • Configuration and installation, integration, testing, implementation, • Vendor's products should be new and be of the highest quality 	25 points
	Extent to Which the Goods or Services Meet the District's Needs	
4	<ul style="list-style-type: none"> • Integrated solution that will handle the end-to-end process from recruiting through onboarding. • System that is user-friendly 	25 points
5	Vendor's Past Relationship With the District	5 points
	Long-Term Cost to the District to Acquire the Vendor's Goods or Services	
6	Warranty, setup fee; maintenance or other fees	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 points
	Insurance Requirements	
8	A copy of the Certificate of Liability Insurance and Waiver of Subrogation should be in your proposal.	Pass/Fail
	TOTAL	100 points

BOT Meeting:	March 22, 2021
Solicitation No.:	21-037LJ Choice Partners National Purchasing Cooperative
References:	District Goal Scalable Systems
Description:	<p>Device Sanitation Services and Related Items</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of Device Sanitation Services under a cooperative contract with Choice Partners National Purchasing Cooperative in an amount not-to-exceed \$310,000 over a two year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2023.</p> <p><u>Summary</u></p> <p>Beginning in March 2020, the Information Technology Division procured Device Sanitation Services from Infection Controls, Inc., dba Germ Blast, for the District under the COVID-19 Resolution of Emergency Declaration. The Information Technology Division is seeking approval to continue using Infections Control, Inc., dba Germ Blast, through a cooperative contract with Choice Partners National Purchasing Cooperative.</p> <p>The Choice Partners National Purchasing Cooperative contract will allow the District to disinfect and label laptops, tablets, hotspots and other high-touch devices at designated campuses and buildings efficiently and effectively and complies with school district bidding requirements. The current cooperative contract has renewal options through February 2023. Should the contract not renew for the full term, staff will return to the Board to request authorization to utilize a new cooperative contract, an alternate cooperative contract, or an alternate procurement method at that time.</p> <p>To conform with the Centers for Disease Control and Prevention guidelines for high-touch surfaces such as laptops, tablets, and other electronic devices, the devices should be thoroughly cleaned with EPA recommended disinfectant before use by another person. Leveraging professional sanitation services ensures that Fort Bend ISD devices are disinfected, certified as clean, and that all chemicals and techniques are safe for use on electronic devices, thereby protecting the District's significant investment in technology.</p> <p>The District has distributed approximately 42,000 take home Lending Library Devices. Approximately 3,500 loaner devices have been collected and cleaned. Upon return to the District, devices issued to students are collected, cleaned, re-imaged, and prepared for deployment. The same process for collection and cleaning will be followed should devices be returned and reissued to staff.</p>

	<u>Background</u>	
	Expenditures in 2019-20 were \$9,404 for device cleaning services. Expenditures are not estimated to exceed \$310,000 through February 2023. The District will seek reimbursement from local, state, and federal sources for expenses related to the pandemic.	
Requested By:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer	
Vendor:	Infection Controls, Inc. dba Germ Blast	
Budget Sources:	General Fund	
Amount:	Not to Exceed - \$310,000 through February 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 February 2023	
Last solicitation date:	N/A	
Supporting documents:	N/A	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

BOT Meeting:	March 22, 2021
Solicitation No.:	21-051JB Texas Association of School Boards (TASB) Risk Management Fund Interlocal Participation Agreement
References:	District Goal Scalable Systems
Description:	<p>School Liability, Privacy & Information Security, Auto Liability, Auto Physical Damage and Violent Acts Insurance Coverages</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of School Liability, Privacy & Information Security, Auto Liability, Auto Physical Damage, and Violent Acts Insurance coverages through Texas Association of School Boards (TASB) Risk Management Fund in an amount not to exceed \$4,105,668 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2026.</p> <p><u>Summary</u></p> <p>On July 31, 2012, the Board approved an Interlocal Participation Agreement with TASB for programs including but not limited to property, liability, auto, workers' compensation, and unemployment compensation coverage. The Interlocal agreement remains in effect unless terminated in writing or the District ceases to participate in at least one of the available programs.</p> <p>Liability insurance refers to an insurance product that provides the District with protection against claims resulting from injuries and damage to other people or property. Liability insurance policies cover any legal costs and payouts the District is responsible for if found legally liable.</p> <p>TASB has provided the District with the specific coverages needed for ISDs regarding rates and exemplary customer service for its annual renewal of School Liability, Auto Liability, and Auto Physical Damage for well over 10 years. Additionally, they provide ancillary coverages such as Privacy & Information Security (cyber) and Violent Acts coverages under the Liability umbrella of services that were both introduced as options requiring no additional contribution (premium). Ancillary coverages were added in response to growing trends in school business.</p> <p>Current cost for renewal is \$611,396, which is an overall increase of approximately fifteen percent over last year for all lines of coverage. It is expected that costs will continue to rise at a rate of approximately three to four percent each year. Additionally, the District is responsible for deductibles on each claim.</p>

	<u>Background</u>	
	Expenditures for 2019-20 were \$685,638. Expenditures are not expected to exceed \$4,105,668 through 2026 but may fluctuate based on the number of insurance deductibles. Funding is included in the budget.	
Requested By:	Bryan Guinn, Chief Financial Officer	
Vendor:	Texas Association of School Boards Risk Management Fund	
Budget Sources:	General Fund	
Amount:	\$4,105,668 through February 2026	
Other Supporting Information		
Sole Source:	No	
Number of vendors contacted by Purchasing:	NA	
Number of vendors contacted by FBISD Notification System:	NA	
Number of vendors downloaded the solicitation:	NA	
Number of responses received:	NA	
Number of "no bid" responses received:	NA	
Length of commitment:	Through February 2026	
Last solicitation date:	NA	
Supporting documents:	NA	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

BOT Meeting:	March 22, 2021								
Solicitation No.:	RFO 21-022TA								
References:	District Goal Scalable Systems								
Description:	<p>Cell Tower Lease Buyout</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval to accept an offer for the buyout of seven Fort Bend ISD cell tower site leases from Towerpoint in the amount of \$2,650,000, and authorization for the Superintendent to negotiate and execute the agreements for a 30-year term through 2051.</p> <p><u>Summary</u></p> <p>On November 8, 2020, Fort Bend ISD issued RFO 20-022TA, Cell Tower Lease Buyout, soliciting a lump-sum offer for the buyout of seven Fort Bend ISD cell tower site leases located on property owned by the District, as well as easement access to the premises. The seven towers identified in the offer are those located at Progressive High School (1), Frankie Field (3), Clements High School (1), Elkins High School (1), and Baines Middle School (1). The District's Enterprise Fund and Purchasing Departments worked in conjunction with legal counsel to process the RFO. An evaluation committee comprised of representatives from Risk Management, Legal Services, Enterprise Funds, and Business and Finance reviewed the two offers received, and determined that Towerpoint offered the best value to the District. The elements of the offer are as follows:</p> <table border="1"> <tr> <td>Purchase Price</td> <td>\$2,650,000</td> </tr> <tr> <td>Term Length</td> <td>30 years</td> </tr> <tr> <td>Legal Structure / Purchase Agreement</td> <td> <p>Lease Assignment & Expanded Telecommunication Easement:</p> <p>Over and underlying the existing lease areas and structures as well as mutually acceptable expansion of premises to accommodate future ground equipment up to 250 sq. ft. The fee title of the property will remain with Fort Bend ISD. The Offeror will not be assigned any rights of the District to receive insurance proceeds from the tenant's insurance in the event of damage of any kind.</p> </td> </tr> <tr> <td>Seller Share of Future Revenue</td> <td> <p>New Tenant Rent:</p> <p>50% in favor of Fort Bend ISD. New Tenant Rent will be generated from tenants co-locating equipment on the equivalent of up to 250 sq. ft. adjacent to the existing tower installations.</p> </td> </tr> </table>	Purchase Price	\$2,650,000	Term Length	30 years	Legal Structure / Purchase Agreement	<p>Lease Assignment & Expanded Telecommunication Easement:</p> <p>Over and underlying the existing lease areas and structures as well as mutually acceptable expansion of premises to accommodate future ground equipment up to 250 sq. ft. The fee title of the property will remain with Fort Bend ISD. The Offeror will not be assigned any rights of the District to receive insurance proceeds from the tenant's insurance in the event of damage of any kind.</p>	Seller Share of Future Revenue	<p>New Tenant Rent:</p> <p>50% in favor of Fort Bend ISD. New Tenant Rent will be generated from tenants co-locating equipment on the equivalent of up to 250 sq. ft. adjacent to the existing tower installations.</p>
Purchase Price	\$2,650,000								
Term Length	30 years								
Legal Structure / Purchase Agreement	<p>Lease Assignment & Expanded Telecommunication Easement:</p> <p>Over and underlying the existing lease areas and structures as well as mutually acceptable expansion of premises to accommodate future ground equipment up to 250 sq. ft. The fee title of the property will remain with Fort Bend ISD. The Offeror will not be assigned any rights of the District to receive insurance proceeds from the tenant's insurance in the event of damage of any kind.</p>								
Seller Share of Future Revenue	<p>New Tenant Rent:</p> <p>50% in favor of Fort Bend ISD. New Tenant Rent will be generated from tenants co-locating equipment on the equivalent of up to 250 sq. ft. adjacent to the existing tower installations.</p>								

Currently, the District receives rental payments from the tenants of each of the cell tower sites in accordance with the terms set forth in each lease agreement. The buyout will provide a lump-sum payment to the District, in addition to future rental revenue stream opportunities that would come with additional carriers secured by Towerpoint. Once the buyout agreement reaches its term limit (30 years), or upon cancellation of the agreement, all rental payments for existing tenants will revert to the District.

The benefits to the District for the lump-sum buyout are:

- Management of the seven cell tower leases transfers to the third party;
- Collection of rent transfers to the third party;
- Sales for space on towers transfers to the third party, with Fort Bend ISD receiving 50% of the revenue for such;
- Fort Bend ISD is guaranteed revenue on the seven towers comparable to 15-years net present value; towers may become obsolete with future 5G and beyond;
- Fort Bend ISD can continue to place new towers on District property that are not subject to this buyout, ensuring a direct revenue stream on an annual basis.

Cell towers enhance the cell signal of the carrier(s) at our campuses and the surrounding community. Revenue from cell tower agreements is deposited into the District Enterprise Fund and is used to support Enterprise operations and any General Fund budget needs identified by the District.

Background

Cell tower lease revenue was \$190,312 in 2019-20. Net present value of the seven cell tower leases, as calculated by our Business and Finance Department at 2.5%, is \$5,854,792 for 30 years. The offer of \$2,650,000 for a 30-year lump-sum buyout is less than the net present value for 30 years but provides the District with guaranteed income on cell towers that is not otherwise guaranteed due to current implementation of 5G technology.

Requested By:	Bryan Guinn, Chief Financial Officer
Vendors:	Towerpoint
Budget Sources:	There is no cost to the District. This is a revenue generating transaction.
Amount:	\$2,650,000
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	7
Number of vendors contacted by FBISD Notification System:	493
Number of vendors downloaded the solicitation:	12

Number of responses received:	2
Number of "no bid" responses received:	1
Length of commitment:	Through 2051
Last solicitation date:	N/A
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

Evaluation Summary
RFO # 21-022TA Cell Tower Lease Buyout

Vendor	Offering Price (25 pts max)	Reputation of the Vendor and the Vendor's Goods and Services (5 pts max)	Qualifications, Certifications, Experience of Personnel/Team Proposed for This Task (15 pts max)	Extent to Which the Offer Meets the District's Needs (20 pts max)
TowerPoint	25.00	1.90	13.33	15.67
Wireless Propco, LLC	22.68	2.80	5.67	10.33

Company's Approach and Experience in Providing Cell Tower Lease Buyouts in Texas (15 pts max)	Long-Term Cost to the District to Acquire the Vendor's Goods or Services (20 pts max)	Insurance Requirements (Pass/Fail)	Total Score (100 pts max)	Proposer's Ranking
12.00	15.38	Pass	83.28	1
6.33	20.00	Pass	67.81	2

**RFO 21-022TA
Cell Tower Lease Buyout**

	Evaluation Criteria	Point System
1	<p>Offering Price</p> <p>Presents a fair reasonable offer for lease to be sold by Fort Bend ISD. Purchase price will be calculated using the Price Delivery Sheet in this document.</p>	25 points
2	<p>Reputation of the Vendor and of the Vendor's Goods or Services</p> <p>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.)</p>	5 points
3	<p>Qualifications, Certifications, Experience of Personnel/Team Proposed for This Task</p>	15 points
4	<p>Extent to Which the Offer Meets the District's Needs</p>	20 points
5	<p>Long-Term Advantage to the District to Accept the Firm's Offer for the Cell Tower Lease Buyout</p>	20 points
6	<p>Company's Approach and Experience in Providing Cell Tower Lease Buyouts in Texas.</p> <ul style="list-style-type: none"> • Explanation of methodology, unique challenges and any other relevant information • Supporting documentation / evidence of competence to undertake such effort 	15 points
	<p>TOTAL</p>	100 points

For: Fort Bend ISD Board of Trustees
Date: March 22, 2021
Action: Review: Budget Amendment
Regarding Use of 2014 Bond
Program Contingency Funds
References: Board Policy CV (Local)
Scalable Systems
Departments: Operations

Recommendation

Consideration and possible approval of using 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 \$21,258,560.54 as of February 2021.

The new cumulative program contingency for the 2014 Bond Program as of March 2021 will be \$11,803,051.54. This amount represents available program contingency as of March 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 daily, as surplus budgeted funds are contributed to the account, or as the Board approved the use of available funds.

Portable classroom buildings and technology projects were identified as projects requiring funds from the program contingency for the 2021-22 school year.

Background

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

The program contingency is comprised of surplus budget from completed projects or amounts unspent due to changes 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 February 2021	\$21,258,560.54
Contributions	
Security Cameras	\$1,261,871.00
Contribution Sub-Total	\$1,261,871.00
Uses	
Technology	(\$5,450,000.00)
Portable Classroom Building Relocations, Purchase, Lease, Installation, and Repairs for 2021-2022 School Year	(\$5,267,380.00)
Use Sub-Total	(\$10,717,380.00)
Net Proposed Activity March 2021	(\$9,455,509.00)
Cumulative Bond Program Contingency as of March 2021	\$11,803,051.54

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer