

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

Monday, March 29, 2021

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Notice is hereby given that a Board of Trustees Regular Business Meeting will be held on Monday, March 29, 2021, beginning at 6:00 PM in the Board Room of the Administration Building, 16431 Lexington Blvd., Sugar Land, TX 77479. Members of the public may view the live stream of the meeting at following address: <https://www.fortbendisd.com/March29LIVESTREAM>. Members of the public may also register to address the Board at the following address:

<https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Regular%20Business%20Address%20Form%201-12-21.pdf>. Requests to address the Board must be submitted no later than 4:30 p.m. on the day of the meeting. It is the Board of Trustees' intent that a quorum of the Board of Trustees will be physically present at this location, although one or more Trustees may participate via video conference. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Organization/649>.

1. Call to order at 6:00 PM with announcement by the chair as to the presence of a quorum, that the meeting has been duly called and that notice of the meeting has been posted for the time and manner required by law
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3. Silent Invocation
4. Recognitions 4
5. Audience Items
6. Information
  - A. Board Governance
    1. 2021-22 Strategic and Budgetary Update 9
7. 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
  - A. Section 551.074: Personnel Matters
    1. Deliberate High School Principal Recommendation
    2. Deliberate Specialized School Principal Recommendation
8. Reconvene in Open Session
9. Consider Action on Closed Session Items
10. Board Members' Report
  - A. Activity Report
  - B. Special Reports
11. Consent Agenda

*All items under the Consent Agenda are acted upon by one motion. Upon a Board Member's request, any item on the Consent Agenda shall be moved to the Action portion of the regular agenda.*

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*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC (LEGAL)]*

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

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

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Recognitions**  
**Department: Communications**

**Recommendation**

The Administration recommends that the Board recognize:

- Fort Bend ISD Visual Arts students for their outstanding achievement at several state and national competitions
- Two Fort Bend ISD students for being selected as a Top 300 Scholar in the Regeneration Science Talent Search
- Three Fort Bend ISD staff members for being recognized at the Houston Area Alliance of Black School Educators Annual Teacher Awards and Recognition Ceremony
- Glover Elementary School for being selected as a Dr. J. Cummings Demonstration School
- Fort Bend ISD staff member for being awarded the Rosemary Morrow Award by the Texas Social Studies Supervisors Association
- Fort Bend ISD Assistant Superintendent for receiving the Outstanding Individual Service Award from the Texas School Safety Center
- Fort Bend ISD police officers and custodian for receiving a Letter of Commendation from Houston Police Department
- Fort Bend ISD Communications Department for earning 21 awards at the Texas School Public Relations Association’s Annual Star Awards
- Chief Communications Officer for being inducted as the 2021 Texas School Public Relations Association President

**Summary**

Fort Bend ISD Visual Arts students are being recognized for their outstanding achievement at several state and national competitions.

**Houston Livestock Show & Rodeo Art Show**

<b>Award</b>	<b>Student Name</b>	<b>School</b>	<b>Teacher</b>
Best of Show HS 2D	Jayden Kisinger	Elkins HS	Ryan Morales
Best of Show HS 3D	Mia Caspie	Elkins HS	Ryan Morales
Best of Show MS 2D	Joy Park	First Colony MS	Helen Lavie
Best of Show ES 2D	Naoki Hotta	Austin Parkway ES	Olivia Hooper
Gold Medal HS	Madeline Irving	Clements HS	Kelly Chen
Gold Medal HS	Bao Yen Tran	Clements HS	Kelly Chen
Gold Medal HS 3D	Christian Ruma	Austin HS	Shehla Sheikh

Gold Medal MS 2D	April Massie	First Colony MS	Helen Lavie
Gold Medal ES 2D	Catherine Shin	Colony Meadows ES	Becky McClure
Special Merit	Guanyi LI	Clements HS	Kelly Chen
Special Merit	Richard Zhang	Clements HS	Kelly Chen
Special Merit	Amaris Shi	Clements HS	Kelly Chen
Special Merit	Amber Qu	Clements HS	Kelly Chen
Special Merit	Trevor Cheung	Clements HS	Kelly Chen
Special Merit	Grace Park	Elkins HS	Ryan Morales
Special Merit	Saanvi Gireesh	Elkins HS	Ryan Morales
Special Merit	Farwah Hussain	Elkins HS	Ryan Morales
Special Merit	Teresa So	Austin HS	Nancy Dunlevy

### **Visual Art Scholastic Event (VASE)**

<b>Student Name</b>	<b>School</b>	<b>Teacher</b>
Amaris Shi	Clements HS	Kelly Chen
Alia Nagai	Clements HS	Kelly Chen
Jingjia Liu	Clements HS	Kelly Chen
Anne Hu	Clements HS	Kelly Chen
Antonia Dada	Clements HS	Kelly Chen
Cynthia Tso	Clements HS	Kelly Chen
Claire Xin	Clements HS	Kelly Chen
Yuwen Ding	Clements HS	Kelly Chen
Jaelyn Rodriguez	Clements HS	Kelly Chen
Jessica Zhang	Clements HS	Kelly Chen
John Heeke	Clements HS	Kelly Chen
Leon Zhang	Clements HS	Kelly Chen
Tian Wang	Clements HS	Kelly Chen
Madeline Irvin	Clements HS	Kelly Chen
Micah Darnell	Clements HS	Kelly Chen
Michelle Wang	Clements HS	Kelly Chen
Nicholas Mitchell	Clements HS	Kelly Chen
Noopur Dayal	Clements HS	Kelly Chen
Renee Yu	Clements HS	Kelly Chen
Trevor Chang	Clements HS	Kelly Chen
Trevor Truong	Clements HS	Kelly Chen
Viki Shi	Clements HS	Kelly Chen
Naïve	Clements HS	Holly Gottula
Huimei Liu	Clements HS	Holly Gottula
Veronica Ray	Ridge Point HS	Jinny Pham
Lauren Salinas	Ridge Point HS	Jinny Pham
Licia Elizondo-Collado	Ridge Point HS	Jinny Pham
Hannah Poon	Ridge Point HS	Laura Angeles
Audrey Hanan	Dulles HS	Kristen Ferguson
Ashley Blackwell	Dulles HS	Rybecca Gilbert

Samantha Bacani	Kempner HS	Sara Mckee
Jazlyn Williams	Kempner HS	Sara Mckee
Jayden Kisinger	Elkins HS	Ryan Morales
Grace Park	Elkins HS	Ryan Morales
Lilly-Rose Ribelayga	Elkins HS	Ryan Morales
Aditya Rajan	Elkins HS	Amy Lucchesi
Adaku Duru	Bush HS	Kimberly Bolt
Samuel Idah-Oze	Marshall HS	Martin Kelly
Kamryn Sterling	Marshall HS	Martin Kelly

### **Scholastic Arts & Writings Awards**

<b>Student Name</b>	<b>School</b>	<b>Teacher</b>
Amaris Shi	Clements HS	Kelly Chen
Ana Desantis	Clements HS	Kelly Chen
Catherine Jin	Clements HS	Kelly Chen
Janet Lee	Clements HS	Kelly Chen
Kristin Xu	Clements HS	Kelly Chen
Lorena Horng	Clements HS	Kelly Chen
Richard Zhang	Clements HS	Kelly Chen
Sarah Chang	Clements HS	Kelly Chen
Trevor Truong	Clements HS	Kelly Chen
Michelle Wang	Clements HS	Kelly Chen
Selina Zhang	Clements HS	Kelly Chen
Michelle Lin	Clements HS	Kelly Chen
Anika Patel	Clements HS	Kelly Chen
Ella Wang	Clements HS	Kelly Chen
Zoe Ton	Ridge Point HS	Jinny Pham
Tingu Wu	Quail Valley MS	Valencia Imelda-Gutierrez

Amy Zhou, Clements High School, and Jayantha Pratap, Dulles High School, were selected as two of the Top 300 Young Scientists of the 80<sup>th</sup> Regeneron Science Talent Search. This is the oldest and most prestigious science and math competition in the U.S. The students present original research with new perspectives that can contribute to important global challenges.

Three Fort Bend ISD staff members were recognized at the 2021 Houston Area Alliance of Black School Educators award ceremony.

- Shanele Farmer, a teacher at Kempner High School, was selected as the Secondary Teacher of the Year.
- Lisa Langston, principal of Malala Elementary, was selected as Principal of the Year.
- She’Nee Young, assistant principal of Seguin Elementary, was selected as Assistant Principal of the Year.

The Texas Alliance of Black School Educators has selected Glover Elementary as a Dr. J. Cummings Demonstration School. The school was selected for having great systems in place to meet the needs of the most at-risk populations and are willing to share those practices with other leaders across the state serving students with similar challenges.

Chassidy Olainu-Alade, Coordinator, Community and Civic Engagement, has been awarded with the Rosemary Morrow Award by the Texas Social Studies Supervisors Association (TSSA). The TSSA recognizes the important efforts made by Chassidy to educate and bring awareness to the Sugar Land 95 discovery and the system of convict leasing at the local, state, and national levels. It is through her work and advocacy that teachers and students across the state will have access to learning and resources about this important part of history. In addition to her work related to the Sugar Land 95, Chassidy is acknowledged for her achievements in promoting civic engagement, including student voter registration and youth community advocacy. It is for her commitment to Social Studies in action that Chassidy is named the 2021 Texas Social Studies Leader of the Year.

Dr. Xochitl Rodriguez, Assistant Superintendent for Student Affairs, has been selected to receive the Outstanding Individual Service Award from the Texas School Safety Center. Xochitl is being recognized for the School Safety Spotlight Program. She was selected for being an individual who has achieved or made a significant contribution to school safety and security through their personal initiative, commitment, strong advocacy efforts, and leadership. Xochitl has been instrumental in leading the District Threat Assessment Team, Title IX Investigations, Behavior Management, and has been at the forefront of decreasing disproportionality rates in discipline in Fort Bend ISD.

Fort Bend ISD Police Officers; Bruce McKinzy, Louis Ontiveros, and Katherine Woolridge; along with Lieutenant Shannon Hall and Ridgemont Elementary Assistant Lead Custodian, Ana Lopez Velasquez, received a Letter of Commendation from Police Chief Art Acevedo of the Houston Police Department (HPD) for assisting HPD during an unfortunate human smuggling incident that occurred in the neighborhood nearby Ridgemont Elementary School. Their actions helped provide safety, food, water, and clothing for the victims.

Fort Bend ISD Communications Department is being recognized for earning 21 awards at the Texas School Public Relations Association's annual Star Awards program. The awards included a Crystal Certificate of Merit, one Best of Category, twelve gold awards, and seven silver awards in the categories of print, writing, photography, graphics, video, computerized/electronic communications, and campaigns/events for projects completed during the 2019-20 school year.

Veronica Sopher, Chief Communications Officer, was inducted as president of the Texas School Public Relations Association (TSPRA) at the 2021 TSPRA Conference. Veronica is a strong advocate for public schools, and serves as a mentor to several school communications professionals throughout the state and has held various leadership positions for TSPRA. She has also earned numerous professional awards and has led national award-winning communications teams. TSPRA is comprised of more than 900 public information and communications professionals who serve the public school districts and education associations, foundations, and organizations of Texas.

Recommended by:

Charles E. Dupre  
Superintendent of Schools

Submitted by:

Veronica V. Sopher  
Chief Communications Officer

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Information: Strategic and  
Budgetary Update**  
**References: Board Policy CE (Legal)  
Board Governance**  
**Department: Executive Leadership Team**

**Summary**

Staff will provide an update on strategic priorities, ongoing budget planning and development efforts for 2021-22, and information about how bills under consideration during the 87<sup>th</sup> Legislative Session may affect the District. Budget development activities are ongoing as staff works to allocate resources to best support the goals and priorities of the District.

Recommended by:

Charles E. Dupre  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

Luis Osorio  
Director of Budget

**For: Fort Bend ISD Board of Trustees**

**Date: March 29, 2021**

**Action: Consideration and Approval:  
Revisions to Policies CK (Local),  
EHDE (Local), FFA (Local), new  
policy FFAE (Local) and FB  
(Local)**

**References: Board Policy: Local policies  
for CK, EHDE, FFA, FFAE 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), new policy FFAE (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.

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

The Administration is recommending this new policy to:

- Articulate the purpose of campus-based health services.
- State District's coordination with community-based health partners and the district School Health Advisory Council in supporting the overall health and well-being of students.
- State the program components of the Comprehensive Health Plan and the services that school-based health centers provide.
- Articulate the evaluation process which includes a systematic review cycle including recommendations to the Board and an action plan to address findings with goals.

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.

Recommended by:

Charles E. Dupre  
Superintendent of Schools

Submitted by:

Anthony Indelicato  
Chief of Staff and Collaborative Communities

SAFETY PROGRAM/RISK MANAGEMENT

CK  
(LOCAL)

<b>Philosophy</b>	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.
<b>Purpose</b>	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 impacts student success and impedes achievement of District goals.
<b>Definitions</b>	The following definitions shall apply for purposes of this policy.
<b>Risk Management</b>	Risk management is the administration of processes to identify, analyze, control, and minimize exposure to financial losses that affect District assets.
<b>Risk Retention</b>	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.
<b>Safety</b>	Safety is a systemic function of risk management aimed to identify hazards and control the risks they pose.
<b>Comprehensive Risk Management</b>	<p>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.</p> <p>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.</p> <p>The Program is based upon the following goals:</p> <ul style="list-style-type: none"><li>• Identify internal and external exposures to unsafe conditions and loss; select and implement loss prevention or reduction methods; and monitor results for future improvement.</li><li>• 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.</li></ul>

**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)

<b>Philosophy</b>	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.
<b>Virtual Learning Experiences</b>	<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>
<b>In-District Virtual Learning Definitions</b>	The following definitions shall apply for purposes of this policy.
<b>In-District</b>	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)].
<b>Distance Learning</b>	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.
<b>Online Learning</b>	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.
<b>In-District Virtual Learning</b>	<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)

<b>Learning Model Shift</b>	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.
<b>Out-of-District Virtual Learning Definitions</b>	The following definitions shall apply for purposes of this policy.
<b>Out-of-District</b>	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.
<b>Distance Learning</b>	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.
<b>Correspondence Course</b>	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.
<b>Out-of-District Virtual Learning</b>	<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>
<b>Approved Providers</b>	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 allow for equitable access to distance learning and include the following:

- student application process;
- student eligibility to ensure alignment with District instructional expectations;
- student eligibility and access to tuition assistance or scholarship in the case of financial hardship;
- 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 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:

- 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)].

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- 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.
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- The District physical activity program shall promote student physical fitness through individualized fitness and an activity assessment.

STUDENT WELFARE  
WELLNESS AND HEALTH SERVICES

FFA  
(LOCAL)

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- The District shall ensure that its grounds and facilities are safe and that equipment is available for students to be active.
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- 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.
- 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 and make implementation recommendations to 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 the wellness policy, compliance with the wellness policy [see FFA (LE-GAL)] 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;

STUDENT WELFARE  
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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.

**WELLNESS AND HEALTH SERVICES  
SCHOOL-BASED HEALTH CENTERS**

**FFAE  
(LOCAL)**

**Philosophy**

The Board believes that whole-child health is fundamental for learning. The District shall help students achieve their academic and behavioral goals by promoting good health, including physical and mental health care through campus-based health services.

**Purpose**

The District shall sustain a commitment to student's physical and mental health through the use of school-based health services in collaboration with community-based partners and District staff.

In addition to meeting the goals established in law for school-based health centers [see FFA(LEGAL) and FFAE(LEGAL)], the campus-based health services shall:

- Link all services to the instructional program of the District and to the academic goals of each student;
- Remove financial and time barriers for families;
- Reduce the stigma surrounding mental health;
- Promote family-focused services that enhance the well-being and mental health of students and their families; and
- Not include those services prohibited by law.

**School Connections**

The District shall coordinate with community-based health partners to ensure implementation of school-based health care services to support physical, social, behavioral and mental health. The District shall develop a systematic process, as stated in administrative procedures, for community-based partners to implement Medicaid, third-party billing, and grant funding if available. When a family has no resources for payment of services and does not qualify for grant funding, the partner will work with the District to transfer care to District personnel. The District utilizes its School Health Advisory Committee (SHAC) to support the health and well-being of its students and staff and connect with outside resources and providers to inform best practices. [See FFA]

**Comprehensive Health Program**

The Comprehensive Health Program is used to provide high-quality instruction, expectations and interventions targeted to support all learners, including physical health services, substance abuse, counseling, and mental health therapy. Program components shall include health care services to support physical, social, emotional, behavioral and mental health. The campus-based approach to services offered shall be available to all District students, families, and staff. The program shall engage parents and families in the education of their children and promote and support the educational program through collaboration with campus personnel. [See FFA]

**WELLNESS AND HEALTH SERVICES  
SCHOOL-BASED HEALTH CENTERS**

**FFAE  
(LOCAL)**

The District shall operate and provide services using local, state, and federal resources.

The centers may offer the following services, but not limited to:

- Prevention—Immunizations, health education, health fairs, nutrition education, teacher training, parent education classes, home visits, substance abuse prevention and other primary prevention activities;
- Intervention—Parent workshops, psychiatric assessments, psychosocial assessment, support groups, teacher consultation, family involvement activities, therapeutic case management, mental health screening, school consultation/visits, crisis intervention, and therapeutic recreation; and
- Treatment/Follow-up—Group counseling, classroom behavior plans, therapy, school visits, supportive outpatient therapy, coordination of reentry services, and multi-family therapy.

**Public Notification  
Requirements**

If the District creates, expands or changes the comprehensive health programs available, appropriate information shall be provided to parents and the community as required by law.

**Evaluation**

The Superintendent or designee shall coordinate a systematic review cycle at least once every three years for an evaluation of the effectiveness of the school-based services. The evaluation shall provide a systematic approach to evaluate and provide recommendations to the Board by identifying next steps for school-based services, and to ensure equitable access for all learners.

The results of the school-based services evaluation shall be used to direct action to ensure the school-based health care services support physical, social, behavioral and mental health. Results of the evaluation shall be presented to the Board including the findings and recommendations. The Superintendent or designee shall communicate an action plan to address the findings with goals and a timeline to the Board.

The department that oversees school-based health services shall maintain the list of District-approved community-based partners. The list shall be subject to review annually to ensure that the partners remain in accordance with District expectations. All approved partners are subject to required training that aligns to District expectations. Community-based partners that do not adhere to expectations shall be removed from the list of approved partners.

Fort Bend ISD  
079907

**New Policy**

WELLNESS AND HEALTH SERVICES  
SCHOOL-BASED HEALTH CENTERS

FFAE  
(LOCAL)

DATE ISSUED:  
LDU  
FFAE(LOCAL)-X

36 ADOPTED:

3 of 3

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**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.

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**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.

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**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]

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**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.

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**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.

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**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.

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**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.

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 29, 2021**  
**Action: Consideration and Approval:**  
**Minutes of Previous Meetings**  
**Reference: Board Policy BE (Local)**  
**Department: Office of the Superintendent**

**Recommendation**

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

- February 1, 2021: Board Team Building Meeting
- February 8, 2021: Called Meeting and Agenda Review
- February 22, 2021: Texas Academic Performance Report Hearing
- February 22, 2021: Regular Business Meeting

**Summary**

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

Recommended by:

Charles E. Dupre  
Superintendent of Schools

Submitted by:

Garrett Rosier  
Recording Secretary

Minutes  
Board of Trustees  
Special Called Meeting – Team Building  
February 1, 2021

A Board of Trustees Special Called Meeting for Team Building was held on Monday, February 1, 2021, beginning at 6:00 PM in Room D-122 of the James Reese Career and Technical Center located at 12300 University Blvd., Sugar Land, Texas. It was the Board of Trustees’ intent that a quorum of the Board of Trustees would be physically present at this location, although one or more Trustees may have participated via video conference. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Organization/649>.

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

Board Members Present

Mr. Dave Rosenthal, Vice President (left at 8:41 p.m.)  
Mrs. Grayle James, Secretary (via video conference)  
Mrs. Angie Hanan  
Mr. Jim Rice (via video conference)  
Dr. Shirley Rose-Gilliam (via video conference) (arrived in person at 7:20 p.m.)  
Ms. Denetta Williams (via video conference)

School Officials Present

Charles E. Dupre, Ed.D., Superintendent of Schools  
Garrett Rosier, Recording Secretary

Others Present

Tracy Carmen-Jones, WaterLight Group  
Angela Flowers, WaterLight Group

1. Meeting Called to Order

President Heyliger called the meeting to order at 6:02 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and manner required by law.

2. Team Building, Collaboration, and Planning

The Trustees engaged in team building discussions and exercises.

Ms. Heyliger announced that the Trustees would take a short break beginning at 7:15 p.m.

The Trustees returned from the break at 7:20 p.m.

### 3. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan and SECONDED by Mr. Rice to adjourn the meeting at 9:06 p.m.

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Addie Heyliger, President

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Grayle James, Secretary

Minutes  
Board of Trustees  
Called Meeting and Agenda Review  
February 8, 2021

A Board of Trustees Agenda Review Meeting was held on Monday, February 8, 2021, beginning at 6:00 PM in the Event Center of the James Reese Career and Technical Center located at 12300 University Blvd., Sugar Land, Texas. Members of the public viewed the Live Stream of the meeting at the following address: <https://www.fortbendisd.com/February8LIVESTREAM>. Members of the public also registered to address the Board at the following address: <https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Agenda%20Review%20Address%20Form%201-12-21.pdf>. Requests to address the Board were submitted no later than 4:30 p.m. on the day of the meeting. It was the Board of Trustees' intent that a quorum of the Board of Trustees would be physically present at this location, although one or more Trustees may have participated by video conference. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Organization/649>. This meeting was recorded as required by law and the recording is available to the public at:

<https://www.youtube.com/watch?v=55DTQljxv64>

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

Board Members Present

Mr. Dave Rosenthal, Vice President (via video conference)  
Mrs. Grayle James, Secretary (via video conference)  
Mrs. Angie Hanan  
Mr. Jim Rice  
Dr. Shirley Rose-Gilliam  
Ms. Denetta Williams (arrived at 6:23 p.m.)

School Officials Present

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

## Others Present

Rick Morris, Board Counsel  
Tracy Carmen-Jones, WaterLight Group  
Staff and Employees

### 1. Meeting Called to Order

President Heyliger called the meeting to order at 6:02 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and manner required by law.

### 2. Convene in Closed Session

The Trustees convened in closed session at 6:02 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 – For a private consultation with their attorney on any or all subjects or matters authorized by law; Section 551.072 – Consider purchase, exchange, lease, or value of real property; Section 551.074 – Personnel matters; Section 551.076 – Security matters; Section 551.082 – Student discipline matter or complaint; Section 551.0821 – Personally identifiable information about public school students.

### 3. Reconvene in Open Session

The Trustees reconvened in open session at 8:05 p.m.

### 4. Consider Action on Closed Session Items

MOTION was made by Mrs. Hanan and SECONDED by Mr. Rice that the Board of Trustees interview the top three ranked executive search firms at a date and time to be determined by the Board President.

Ms. Heyliger announced that the top three ranked executive search firms are:

- BWP and Associates
- Hazard, Young, Attea, and Associates
- J.G. Consulting

Following discussion, MOTION CARRIED. Ayes 7 – Noes 0.

## 5. Information

### A. Board Governance

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

Dr. Charles Dupre, Superintendent of Schools, provided an update on how the District continues to support student learning during the COVID-19 Pandemic. The update included:

- Term Four Transitions to/from Online Learning as of February 8, 2021:
  - 298 students will transition from face-to-face learning to online learning
  - 715 students will transition from online learning to face-to-face learning
- Staff COVID-19 vaccinations made possible through partnerships with:
  - Fort Bend County
  - Next Level Urgent Care
  - Texas Vaccine Institute
  - Memorial Herman Hospital System
  - Methodist Hospital System
- Superintendent and Deputy Superintendent holding Office Hours so that staff may share concerns/celebrations.
- Why schools are pivoting to online-only learning.
- Teacher, substitute teacher, and paraprofessional staffing challenges.

Dr. Rose-Gilliam requested that the District employ an event planner for Teacher Appreciation Week.

Dr. Rose-Gilliam requested that the Administration provide detailed plans on the District's efforts to close learning gaps today and in the future.

Ms. Heyliger and Dr. Rose-Gilliam requested that the Administration provide specific details as to what the Administration is doing to find, and return to the District, students who were enrolled in FBISD last year, but not this year.

Dr. Rose-Gilliam requested that the Administration share its plans to assist seniors regarding tests, graduation, etc.

## 2. Public Hearing Regarding FBISD Mental Health Services

Dr. Dupre announced that the District will schedule and conduct a public hearing on Monday, March 22, at 5:30 p.m. During the public hearing, in compliance with Policy FFA (Legal) and Chapter 38 of the TEC, staff will provide information including but not limited to the following:

- All health-care services to be provided;
- Whether federal law permits or requires any health-care service provided to be kept confidential from parents;
- Whether a child's medical records will be accessible to the parent;
- Information concerning grant funds to be used;
- The titles of persons who will have access to the medical records of a student; and the security measures that will be used to protect the privacy of students' medical records.
- To provide even greater transparency, in addition to the scheduled public hearing, staff will conduct a virtual town hall on February 24 to share information and respond to community questions about mental health services in FBISD.

Ms. Williams requested that the Administration consider holding the hearing at an East Side school such as Marshall or Hightower High School.

Ms. Heyliger requested that the Administration add an action item to the February 22, 2021 Regular Business Meeting to vote on where and how to hold the public hearing on school-based mental health centers.

### 3. Deliberate Procurement of Executive Search Firm

The Board of Trustees will discuss, deliberate, and vote to procure an executive search firm to assist in the District's superintendent search.

## 6. Review

### A. Board Governance

Mrs. James, Board Policy Committee Chair, announced that Local Board Policies DC, FFG, and GBAA went through the Board Policy Committee. Board Local Policy DEC did not.

#### 1. Review Revisions to Local Board Policies

- a. DC (Local): Employment Practices
- b. FFG (Local): Student Welfare: Child Abuse and Neglect
- c. GBAA (Local): Information Access: Requests for Information
- d. DEC (Local): Compensation and Benefits: Leaves and Absences

#### 2. Review Previous Meeting Minutes

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

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

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

#### 1. Review 2021-22 District Calendar and Related Staff Development Waiver

The Administration seeks Board approval of the 2021-22 District Calendar and related staff development waiver.

Mrs. James requested that the Administration explain how the choice of 2021-22 calendar meets teaching and learning goals set by the Board.

Mrs. James requested that the Administration explain what other tools and ideas the District is using to provide instructional minutes to students.

Ms. Heyliger requested that the Administration engage surrounding schools and community colleges to see if the District can get support for graduating seniors who are experiencing learning gaps.

2. Review Amendment to a Cellular Tower Lease Agreement with Eco-Site II, LLC, for a Cell Tower at Kempner High School

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

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

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 Joinder Agreement to Petition for Addition of a 4.9585-Acre Tract of Land into Brazoria-Fort Bend Counties Municipal Utilities District 3

The Administration seeks Board approval of a joinder agreement for certain Petitions for Consent and Petition for Addition of Land into Brazoria-Fort Bend Counties Municipal Utility District 3, and authorization for the Board President to execute the documents necessary to effectuate the Agreement.

D. Scalable Systems

1. Review Approval of Budget Amendment 3 Allocating Funds from the General Fund Major Maintenance Committed Fund Balance to Function 51 – Facilities Maintenance and Operations

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

The Facilities Department responded to several unexpected repairs between July and December that were not budgeted, were outside the scope of routine maintenance, and met the guidelines established in the Fiscal and Budget Strategy. The cost for the replacements and repairs is summarized in the following table:

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

2. Review Resolution to Convey Property Adjacent to the Old Missouri City Middle School Cougar Gym and Amend the Current Interlocal Joint Use Agreement with Fort Bend County

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

3. Review Job Order Contract with EContractors USA, LLC, for Exterior and Interior Repairs at Edgar Glover Jr. Elementary School

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

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

The proposed project budget is outlined below:

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

The proposed project funding is outlined below:

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

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

a. Review Purchase of Supplementary Instructional Resources

The Administration seeks Board approval for the continued purchase of instructional resources in an amount not to exceed \$15,000,000, and authorization for the Superintendent to negotiate and execute the contracts through September 2022. Vendors: Enome, Inc. dba Goalbook, Oticon, Inc., Early Childhood LLC, dba Discount School Supply, ECS Learning Systems, McGraw Hill, KAMICO Instructional Media, Inc., Maxi Aids, Inc., TouchMath Acquisition, LLC, Reading Plus, Sonova USA, Inc., Attend Behavior, Positive Action, Inc., Think Social Publishing, Inc., Committee for Children, NOREDINK, Imagine Learning, Inc., Public Consulting Group, and I-Station. Fund Sources: General Fund, Title Funds, Instructional Allotment (IMA Funds), Campus Activity Funds, CTE Funds, Instructional Materials Funds, Special Education Funds, Title Funds, and State and Federal Funds.

b. Review Purchase of Supplementary Instructional Resources

The Administration seeks Board approval for the continued purchase of sheet music, music supplies and equipment, and related items from multiple vendors for new and existing campuses in an amount not to exceed \$1,250,000, and authorization for the Superintendent to negotiate and execute the agreements through December 2022. Vendors: Bluestem Integrated, LLC, dba FLASH Visual Media, Romeo Music, and Washington Music Sales Center, Inc. Fund Sources: General Fund and Activity Funds.

c. Review Purchase of Salesforce Software Support

The Administration seeks Board approval for the purchase of software support for the Salesforce contact tracing software from IBM, through the Department of Information Resources (DIR), in an amount not to exceed \$155,232 covering April 1, 2021 through June 30, 2021, and authorization for the Superintendent to negotiate and execute the agreement.

The Administration also seeks approval to ratify \$94,320 contracted with IBM, through DIR, to obtain software support February 1, 2021 through March 31, 2021, which is necessary to provide business continuity for the contact tracing program.

<b>Service Description</b>	<b>Price</b>
One dedicated representative to provide District support to include troubleshooting, how-to responses, training, enhancements, etc.  (February 1 – March 31, 2021)	\$94,320 (ratification)  *Available 44 hours/week; approximately 8 weeks.  *Only billed for hours of actual service.
Two dedicated representatives to provide District support to include troubleshooting, how-to responses, training, enhancements, etc.  (April 1 – June 30, 2021)	\$155,232  *Available 44 hours/week; approximately 12 weeks.

d. Review Purchase of Financial and Efficiency Auditing Services

The Administration seeks Board approval for the purchase of financial and efficiency auditing services for the Business and Finance Department from Whitley Penn in an amount not to exceed \$876,750 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2026.

The timeline below indicates the milestones that must be met to ensure the Board maintains the flexibility to call a Voter Approved Tax Ratification Election:

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

Vendor: Whitley Penn. Fund Source: General Fund.

e. Review Purchase of Local Area Network Equipment and Related Items and Services

The Administration seeks Board approval for the purchase of Local Area Network equipment and related items and services from multiple vendors, Netsync Network Solutions, and Presidio Networked Solutions Group, LLC, in an amount not to exceed \$1,850,000 over a one-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2022.

Vendors: Netsync Network Solutions and Presidio Networked Solutions Group, LLC. Fund Sources: General Fund and Bond Funds.

f. Review Purchase of Primary Network Operations Center Enterprise Internet Access Service with Transport

The Administration seeks Board approval for the continued purchase of Enterprise Internet Access Service with Transport at the primary data center co-location site from Windstream Services II, LLC (Windstream), in an amount not-to-exceed \$1,036,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2026. Vendor: Windstream Services II, LLC. Fund Sources: General Fund and Federal Funds.

g. Review Purchase of Secondary Network Operations Center Enterprise Internet Access Service with Transport

The Administration seeks Board approval for the continued purchase of Enterprise Internet Access Service with Transport at the secondary data center co-location site from Consolidated Communications Enterprise Services, Inc., in an amount not-to-exceed \$887,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2026. Vendor: Consolidated Communications Enterprise Services, Inc. Fund Sources: General Funds and Federal Funds.

h. Review Purchase of Janitorial Services for the James Reese Career and Technical Center

The Administration seeks Board approval for the continued purchase of janitorial services for the James Reese Career and Technical Center under a cooperative contract with The Interlocal Purchasing System in an amount not to exceed \$2,000,000 over a two-year period, and authorization for the Superintendent to negotiate and execute the agreements through March 2023. Vendor: SSC Service Solutions. Fund Source: General Fund

E. 2014 Bond Program

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

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

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

7. Audience Responses to Agenda Items Posted for this Meeting

Ms. Glenda Macal addressed the Trustees regarding teacher concerns.

8. Action

None.

9. Adjournment

Having no further business before the Board, MOTION was made by Mrs. James to adjourn the meeting at 9:36 p.m.

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Addie Heyliger, President

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Grayle James, Secretary

Minutes  
Board of Trustees  
Texas Academic Performance Report Hearing via Video Conference  
February 22, 2021

The Fort Bend Independent School District's Texas Academic Performance Report Hearing was held via video conference on Monday, February 22, 2021, beginning at 5:30 PM. Members of the public viewed the live stream of the meeting at the following address:

<https://www.fortbendisd.com/February22LIVESTREAM>. Members of the public registered 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 were submitted no later than

4:00 p.m. on the day of the meeting. Members of the public who registered to address the Board during the meeting were provided with a Zoom link, meeting ID, and passcode via email. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Organization/649>.

This meeting was recorded as required by law and the recording is available to the public at:

[https://www.youtube.com/watch?v=w0\\_T6z5yhqI](https://www.youtube.com/watch?v=w0_T6z5yhqI)

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

Board Members Present

Mr. Dave Rosenthal, Vice President  
Mrs. Grayle James, Secretary  
Mrs. Angie Hanan  
Mr. Jim Rice  
Dr. Shirley Rose-Gilliam  
Ms. Denetta Williams (logged in at 6:05 p.m.)

School Officials Present

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

Others Present

Rick Morris, Board Counsel  
Staff and Employees

## 1. Meeting Called to Order

President Heyliger called the meeting to order at 5:31 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and manner required by law.

Prior to the start of the hearing, Dr. Charles Dupre, Superintendent of Schools, conducted a roll call to verify that all Trustees and Executive Team members were present on the video conference.

## 2. Information

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

#### 1. Conduct FBISD's 2020-21 Texas Academic Performance Report (TAPR) Hearing

Dr. Audra Ude, Director of Campus Strategic Transformation presented the District's 2019-20 Texas Academic Performance Report Hearing.

Ms. Heyliger requested that the Administration schedule a follow-up meeting to provide the Trustees with information regarding the disproportionality of the District's discipline practices.

Mrs. James requested that Board Local Policy DMA, Professional Development, be sent to the Board Policy Committee for review and revision.

Mrs. Hanan requested that the Administration start monthly looks at student data including the District's sub-populations, Special Education, and Career and Technical Education students.

Ms. Heyliger requested that the Administration create a schedule of when the District will address with the Trustees, the main key elements within the Texas Academic Achievement Report.

#### 2. Hear Public Comments on FBISD's 2020-21 Texas Academic Performance Report

None.

## 3. Adjournment

Having no further business before the Board, MOTION was made by Mrs. James and SECONDED by Mrs. Hanan to adjourn the meeting at 6:15 p.m.

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Addie Heyliger, President

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Grayle James, Secretary

Minutes  
Board of Trustees  
Regular Business Meeting via Video Conference  
February 22, 2021

A Board of Trustees Regular Business Meeting was held via video conference on Monday, February 22, 2021, beginning at 6:00 PM. Members of the public viewed the live stream of the meeting at the following address: <https://www.fortbendisd.com/February22LIVESTREAM>. Members of the public registered to address the Board at the following address: <https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Regular%20Business%20Address%20Form%201-12-21.pdf>. Requests to address the Board were submitted by 4:30 p.m. on the day of the meeting. Members of the public who registered to address the Board during the meeting were provided with a Zoom link, meeting ID, and passcode via email. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Organization/649>. This meeting was recorded as required by law and the recording is available to the public at:

[https://www.youtube.com/watch?v=w0\\_T6z5yhqI](https://www.youtube.com/watch?v=w0_T6z5yhqI)

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

Board Members Present

- Mr. Dave Rosenthal, Vice President
- Mrs. Grayle James, Secretary
- Mrs. Angie Hanan
- Mr. Jim Rice
- Dr. Shirley Rose-Gilliam
- Ms. Denetta Williams (did not return to Open Session following Closed Session)

School Officials Present

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

Others Present

- Rick Morris, Board Counsel
- Staff and Employees
- Dr. Tonya Curtis, Principal, Crockett Middle School
- Framy Diaz, Principal, Ridgemont Elementary School
- Sara Laberge, Principal, Travis High School

Prior to starting the meeting, Dr. Charles Dupre, Superintendent of Schools, conducted a roll call to verify that all Trustees and Executive Team members were present on the video conference.

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

President Heyliger called the meeting to order at 6:20 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and manner required by law. Ms. Heyliger then asked the audience to join the Board in the Pledges of Allegiance. Finally, Ms. Heyliger asked the audience to remain standing for the Silent Invocation and to keep in their thoughts the individuals affected by last week's winter storm.

### 4. Recognitions

The Administration recommended that the Board recognize:

The District recognized 48 outstanding Fort Bend ISD student musicians selected this year by competitive audition for the All State Band, Choir, and Orchestra sponsored by the Texas Music Educators Association. The final selection to All-State puts these musicians in the top 2.5 percent of all students who auditioned from across the state.

Counselors Reinforcing Excellence for Students in Texas (CREST), sponsored by the Texas School Counselor Association, awards exemplary school counseling programs that demonstrate effective school counseling programs designed and implemented while emphasizing a commitment to obtaining results that boost achievement and wellness for students. The following Fort Bend ISD counselors are 2020-21 CREST recipients:

- Karen Powell, Mission West Elementary School
- Melissa "Missy" Masters, Cornerstone Elementary School
- Bionca Johnson, Cornerstone Elementary School

Robert Centeno, a senior at Hightower High School, was awarded the Maverick Academic Scholarship from UT Arlington. The \$84,000 scholarship is awarded to solid performing incoming freshmen who demonstrate academic success. Roberto came to the U.S. at age 13. With English as his second language, Roberto states, "It requires effort, dedication, and time. English wasn't a barrier for me to succeed."

Fort Bend ISD, in collaboration with the Fort Bend Historical Commission and Fort Bend Black Heritage Association, were approved for a Historic Texas Cemetery designation for the resting place of the Sugar Land 95, known as the Bullhead Convict Labor Camp Cemetery. This acknowledgment as a historical site will preserve the cultural significance in our community and signifies the state's recognition of the importance of this local history.

### 5. Audience Items

Ms. Khalil addressed the Trustees regarding the District's grievance process.

## 6. Information

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

#### 1. 2020-21 Student Achievement Update

The Administration provided the 2020-21 Student Achievement Update.

Ms. Diana Sayavedra, Deputy Superintendent of Schools, discussed the following facets of the Student Achievement Update:

- Overview
- Lessons Learned
- Learner Experiences
- Future Planning
- Work Stream Review
- Looking Ahead

Ms. Beth Martinez, Chief Academic Officer, discussed the following facets of the Student Achievement Update:

- Term Two Data Review
- Ren360 Early Literacy and Reading
- Term Two Data Findings
- Term Two Online vs. Face-to-Face Student Passing Rates
- Student Attendance

Dr. Joe Rodriguez, Chief of Schools, discussed the following facets of the Student Achievement Update:

- Academic Supports and Interventions
- Campus Support Teams

Ms. Sara Laberge, Principal at Travis High School, discussed Campus Support Team walks at the campus level, professional learning opportunities, efforts the campus is making to ensure attendance is accurate, and their utilization of grade/content repair.

Dr. Tonya Curtis, Principal at Crockett Middle School, discussed grade/content repair, efforts to reduce failures, adherence to student growth plans, and the school's performance as a growth pilot.

Mr. Framy Diaz, Principal at Ridgemont Elementary School, discussed student performance and achievement data, staff performance, and available after school tutorials.

Ms. Heyliger requested that the Administration schedule a meeting at which the Trustees may discuss, in depth, the details on moving forward with regards to student achievement.

Dr. Rose-Gilliam requested that the Administration provide the Trustees information on the District's Summer Bridge Program.

Ms. Hanan requested that the Administration determine what software, or other technology components the District is using, or will use, to help teachers facilitate online collaboration.

Mrs. James requested that the Administration describe what the District is doing to provide tangible, practical support to teachers.

Dr. Dupre announced that the Administration was considering suspending teacher evaluations this year under the Texas Teacher Evaluation and Support System. This action would require Board approval and no decision was made at this meeting.

## 7. Convene in Closed Session

The Trustees convened in closed session at 8:49 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 – For a private consultation with their attorney on any or all subjects or matters authorized by law; Section 551.072 – Consider purchase, exchange, lease, or value of real property; Section 551.074 – Personnel matters; Section 551.076 – Security matters; Section 551.082 – Student discipline matter or complaint; Section 551.0821 – Personally identifiable information about public school students.

### A. Section 551-074: Personnel Matters

#### 1. Deliberate Director of External Communications and Media Relations Recommendation

### B. Section 551.082: Student Discipline Matter or Complaint

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

## 8. Reconvene in Open Session

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

## 9. Consider Action on Closed Session Items

MOTION was made by Mrs. James and SECONDED by Dr. Rose-Gilliam that the Board of Trustees approve appointing Sherry Williams to the position of Director of External Communications and Media Relations. MOTION CARRIED. Ayes 7 – Noes 0.

MOTION was made by Mrs. James and SECONDED by Dr. Rose-Gilliam that the Board of Trustees assign the Level Three grievance appeal of Larry George to Myra Schexnayder who will serve as the Board's designated hearing officer pursuant to Board Policy FNG (Local). MOTION CARRIED. Ayes 6 – Noes 1.

MOTION was made by Mrs. James and SECONDED by Dr. Rose-Gilliam that the Board of Trustees assign the Level Three grievance appeal of Ritu Singh to Myra Schexnayder who will serve as the Board's designated hearing officer pursuant to Board Policy FNG (Local). MOTION CARRIED. Ayes 6 – Noes 1.

## 10. Board Members' Report

### A. Activity Report

Mrs. James reported that the Trustees had attended and/or participated in the following activities since the January 19, 2021 Regular Board Meeting: Fort Bend Chamber of Commerce: Updates from the State Board of Education; Teacher of the Year Committee Meetings; Touchdown Club of Houston's 41<sup>st</sup> Annual High School Awards Dinner; Calendar Committee Meetings; Evaluating and Improving Student Outcomes Virtual Training Event; Addie Heyliger as Guest Reader at the Fort Bend Children's Discovery Center; Special Called Meeting for Superintendent Search; Texas Education Code Virtual Training Event; Teacher of the Year Online Application Screening; Fort Bend Chamber of Commerce Chairman's Gala; Team Building Event; Governance Camp Follow-Up Meeting; Gulf Coast Area Association of School Boards Meeting; Board Workshop Meeting; Elementary and Secondary Teacher of the Year Classroom Observations; Student Leadership 101: Session 5 – Compassionate Citizens; 22<sup>nd</sup> Annual Touchdown Club of Houston Athletics Luncheon; Fort Bend ISD Incubator Path of the Microsoft Showcase School Program; Gifted Education Family Network Legislative Advocacy Committee Meeting; Gifted and Talented Task Force Acceleration Sub-Committee Meeting; Policy Committee Meetings; SHAC Legislative Committee Meeting; Pandemic Stakeholder Advisory Committee Meeting; and Gulf Coast Destination Imagination Executive Board Meeting.

### B. Special Reports

Mr. Rice – TASB Activity Report:

As President of the Texas Association of School Boards (TASB), Mr. Rice participated in the following teleconferences and Zoom Meetings this month. Specific points of interest included:

1. February 3, 2021: Teleconference with Lieutenant Gov. Dan Patrick, the TASB Executive Committee and Chair, and Vice Chair of the Legislative Committee.
  - a. House Bill 3 (HB 3) Funding: Lt. Gov. Patrick stated when asked directly that HB 3 funding would receive full funding this session.
  - b. Enrollment/Attendance Hold Harmless for the spring semester: Lt. Gov. Patrick indicated we would likely receive funding for elementary and middle school students, but that we may not for high school students.
  - c. Bill filed by Senator Hall regarding so-called "tax-payer funded lobbying" would not curtail or limit TASB's ability to advocate on behalf of public education.
  - d. Lt. Gov. Patrick is working to implement a plan that would provide vaccines for teachers and staff 65 years of age and older.

2. February 3, 2021 Zoom meeting with Commissioner of Education Mike Morath.
  - a. Commissioner Morath has been meeting with the TASB Board once a month almost since the pandemic began last year.
  - b. Commissioner Morath indicated that statewide, 52% of all students who have not returned to class are in the lower elementary grades and inquired what the percentage was in our respective districts.
  - c. Commissioner Morath indicated studies of the “catching of students back up” after Katrina worked best when students were placed in their normal class and had access to tutors to assist. This was found better for students as opposed to placing them in a remedial class to catch up.
  - d. Commissioner Morath asked what we are doing to find our missing students. All Directors reported our districts are going to great lengths to find them but that some students do not want to be found.
  - e. Commissioner Morath is in favor of granting a hold harmless for student attendance for the spring semester but said it will require the Legislature to fund it.

### **TASA/TASB Convention**

At present, the 2021 txEDCON, formerly known as the TASA/TASB conference will be held in person this September in Dallas. The following is a list of cities in which future conferences will be held:

- 2021: September 24 – 26, Kay Bailey Hutchison Conference Center (**Dallas**)  
2022: **Austin or San Antonio?**  
2023: September 29 – October 1, Kay Bailey Hutchison Conference Center (**Dallas**)  
2024: **Austin or San Antonio?**  
2025: September 26 – 28, Kay Bailey Hutchison Conference Center (**Dallas**)  
2026: September 25 – 27, Kay Bailey Hutchison Conference Center (**Dallas**)

### **XG Governance Training**

Mr. Rice highly recommended XG Governance training for FBISD’s Team of 8. It is an extended training course that will likely take place over a period of some months. The first training will last three hours, and the remaining will last approximately 2.5 hours each covering the following:

Session 1: “What’s at Stake: Setting a vision for opportunity and achievement.”

Session 2: “Essential Levers: Key elements of improved learning and teaching.”

Session 3: “Taking Stock: Where are we now and where are we going?”

Session 4: “Structuring for Success: How will we know when we get there?”

Session 5: “Oversight for Excellence: The ongoing role and work of the Board.”

**Per TASB’s Dr. Phil Gore:**

*“The work is most beneficial only as whole-board training, so we need to find dates when all trustees and the superintendent can attend. Ideally, these workshop sessions are 6-7 weeks apart.*

*In addition to the information on the flyer, these sessions are research-directed, building upon findings in the Lighthouse study and Lorentzen’s research.*

*They also include practices from a wide base of research on school governance. Sessions are customized to the needs and context of the local district.*

*TASB staff will work with the superintendent and other appropriate district staff to build capacity within the administration and alignment with current and future initiatives that supports ongoing improved governance. We will work together to align superintendent performance goals with the board’s goals for the district and the necessary specificity that drives improved student outcomes.”*

Ms. Heyliger – Meeting with Missouri City Mayor and City Council

On February 5, 2021, the Fort Bend ISD Board Officers were supposed to attend a meeting with the Missouri City Mayor and City Council. Due to a calendar mishap, the meeting was cancelled. However, on the evening of February 5, 2021, Ms. Heyliger was personally contacted and attended a Missouri City City Council Meeting on her own. A new meeting between the Missouri City City Council and the FBISD Board Officers will be rescheduled. Ms. Heyliger gave her thanks to the Fort Bend ISD Board Officers on their willingness to support the District’s collaboration with the City of Missouri City.

**6. Information**

**B. Board Governance**

**1. Discuss School Naming Process**

Dr. Dupre discussed the school naming process and requested the forming of School Naming Committees to name New High School 12 and New Elementary School 53.

Dr. Dupre requested that each Trustee submit a community member’s name for the New High School 12 and for New Elementary School 53 committees.

Mr. Rosenthal requested that the Administration invite District members to serve on the School Naming Committee.

**3. Update on District Response to Winter Storm**

Dr. Dupre updated the Trustees on the District’s response to the winter storm. Additionally, Dr. Dupre explained that the District did not re-open immediately following the winter storm due to non-availability of Staff.

## 2. Discuss Superintendent Search Process

Ms. Heyliger announced that the February 16, 2021 Special Called Meeting to discuss the superintendent search process was cancelled due to the winter storm. The meeting is being rescheduled.

Prior to the motion accepting the Consent Agenda, Mrs. James requested that Agenda Item 11B1 be pulled for further discussion.

## 11. Consent Agenda

MOTION was made by Mr. Rice and SECONDED by Mrs. James that the Board of Trustees accept the Consent Agenda in its entirety with the one exception of item 11B1 as presented. MOTION CARRIED. Ayes 6 – Noes 0.

Ms. Williams was not present on the video conference and therefore did not vote.

### A. Board Governance

#### 1. Consider Approval of Revisions to Local Board Policies

- a. DC (Local): Employment Practices
- b. FFG (Local): Student Welfare: Child Abuse and Neglect
- c. GBAA (Local): Information Access: Requests for Information
- d. DEC (Local): Compensation and Benefits: Leaves and Absences

#### 2. Consider Approval of Previous Meeting Minutes

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

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

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

#### 2. Consider Approval of an Amendment to a Cellular Tower Lease Agreement with Eco-Site II, LLC, for a Cell Tower at Kempner High School

The Administration requested Board approval of an amendment to the cellular tower lease agreement with Eco-Site II, LLC, a T-Mobile representative, for a cell tower at Kempner High School, and authorization for the Superintendent to execute the agreement. The amendment will extend the options period through February 2022 to

allow Eco-Site II, LLC, an additional 12 months to complete due diligence before commencing construction on the cell tower. Terms of the lease agreement are as follows:

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

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. Consider Approval of a Joinder Agreement to Petition for Addition of a 4.9585-Acre Tract of Land into Brazoria-Fort Bend Counties Municipal Utilities District 3

The Administration requested Board approval of a joinder agreement for certain Petitions for Consent and Petition for Addition of Land into Brazoria-Fort Bend Counties Municipal Utility District 3, and authorization for the Board President to execute the documents necessary to effectuate the Agreement.

D. Scalable Systems

1. Consider Approval of Budget Amendment 3 Allocating Funds from the General Fund Major Maintenance Committed Fund Balance to Function 51 – Facilities Maintenance and Operations

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

The Facilities Department responded to several unexpected repairs between July and December that were not budgeted, were outside the scope of routine maintenance, and met the guidelines established in the Fiscal and Budget Strategy. The cost for the replacements and repairs is summarized in the following table:

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

2. Consider Approval of a Resolution to Convey Property Adjacent to the Old Missouri City Middle School Cougar Gym and Amend the Current Interlocal Joint Use Agreement with Fort Bend County

The Administration requested Board adoption of a resolution authorizing Fort Bend ISD to convey to Fort Bend County, a triangular-shaped property adjacent to the old Missouri City Middle School Cougar Gym comprising 0.889 acre, and to amend the current Interlocal Joint Use Agreement with Fort Bend County to include this property.

3. Consider Approval of a Job Order Contract with EContractors USA, LLC, for Exterior and Interior Repairs at Edgar Glover Jr. Elementary School

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

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

The proposed project budget is outlined below:

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

The proposed project funding is outlined below:

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

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

a. Consider Approval of the Purchase of Supplementary Instructional Resources

The Administration requested Board approval of the continued purchase of instructional resources in an amount not to exceed \$15,000,000, and

authorization for the Superintendent to negotiate and execute the contracts through September 2022. Vendors: Enome, Inc. dba Goalbook, Oticon, Inc., Early Childhood LLC, dba Discount School Supply, ECS Learning Systems, McGraw Hill, KAMICO Instructional Media, Inc., Maxi Aids, Inc., TouchMath Acquisition, LLC, Reading Plus, Sonova USA, Inc., Attend Behavior, Positive Action, Inc., Think Social Publishing, Inc., Committee for Children, NOREDINK, Imagine Learning, Inc., Public Consulting Group, and I-Station. Fund Sources: General Fund, Title Funds, Instructional Allotment (IMA Funds), Campus Activity Funds, CTE Funds, Instructional Materials Funds, Special Education Funds, Title Funds, and State and Federal Funds.

b. Consider Approval of Purchase of Supplementary Instructional Resources

The Administration requested Board approval of the continued purchase of sheet music, music supplies and equipment, and related items from multiple vendors for new and existing campuses in an amount not to exceed \$1,250,000, and authorization for the Superintendent to negotiate and execute the agreements through December 2022. Vendors: Bluestem Integrated, LLC, dba FLASH Visual Media, Romeo Music, and Washington Music Sales Center, Inc. Fund Sources: General Fund and Activity Funds.

c. Consider Approval of the Purchase of Salesforce Software Support

The Administration requested Board approval of the purchase of software support for the Salesforce contact tracing software from IBM, through the Department of Information Resources (DIR), in an amount not to exceed \$155,232 covering April 1, 2021 through June 30, 2021, and authorization for the Superintendent to negotiate and execute the agreement.

The Administration also seeks approval to ratify \$94,320 contracted with IBM, through DIR, to obtain software support February 1, 2021 through March 31, 2021, which is necessary to provide business continuity for the contact tracing program.

Service Description	Price
One dedicated representative to provide District support to include troubleshooting, how-to responses, training, enhancements, etc.  (February 1 – March 31, 2021)	\$94,320 (ratification)  *Available 44 hours/week; approximately 8 weeks.  *Only billed for hours of actual service.
Two dedicated representatives to provide District support to include troubleshooting, how-to responses, training, enhancements, etc.  (April 1 – June 30, 2021)	\$155,232  *Available 44 hours/week; approximately 12 weeks.

d. Consider Approval of the Purchase of Financial and Efficiency Auditing Services

The Administration requested Board approval of the purchase of financial and efficiency auditing services for the Business and Finance Department from Whitley Penn in an amount not to exceed \$876,750 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2026.

The timeline below indicates the milestones that must be met to ensure the Board maintains the flexibility to call a Voter Approved Tax Ratification Election.

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

Vendor: Whitley Penn. Fund Source: General Fund.

e. Consider Approval of the Purchase of Local Area Network Equipment and Related Items and Services

The Administration requested Board approval of the purchase of Local Area Network equipment and related items and services from multiple vendors, Netsync Network Solutions, and Presidio Networked Solutions Group, LLC, in an amount not to exceed \$1,850,000 over a one-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2022. Vendors: Netsync Network Solutions and Presidio Networked Solutions Group, LLC. Fund Sources: General Fund and Bond Funds.

f. Consider Approval of the Purchase of Primary Network Operations Center Enterprise Internet Access Service with Transport

The Administration requested Board approval of the continued purchase of Enterprise Internet Access Service with Transport at the primary data center co-location site from Windstream Services II, LLC (Windstream), in an amount not-to-exceed \$1,036,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2026. Vendor: Windstream Services II, LLC. Fund Sources: General Fund and Federal Funds.

g. Consider Approval of the Purchase of Secondary Network Operations Center Enterprise Internet Access Service with Transport

The Administration requested Board approval of the continued purchase of Enterprise Internet Access Service with Transport at the secondary data center co-location site from Consolidated Communications Enterprise Services, Inc., in an amount not-to-exceed \$887,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through February 2026. Vendor: Consolidated Communications Enterprise Services, Inc. Fund Sources: General Funds and Federal Funds.

h. Consider Approval of the Purchase of Janitorial Services for the James Reese Career and Technical Center

The Administration requested Board approval of the continued purchase of janitorial services for the James Reese Career and Technical Center under a cooperative contract with The Interlocal Purchasing System in an amount not to exceed \$2,000,000 over a two-year period, and authorization for the Superintendent to negotiate and execute the agreements through March 2023. Vendor: SSC Service Solutions. Fund Source: General Fund

E. 2014 Bond Program

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

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

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

12. Action

11B1. Consider Approval of 2021-22 District Calendar and Related Staff Development Waiver

The Administration requested Board approval of the 2021-22 District Calendar and related staff development waiver.

MOTION was made by Mr. Rice and SECONDED by Dr. Rose-Gilliam that the Board of Trustees approve Consent Agenda Item 11B1 as presented. Following discussion, MOTION CARRIED. Ayes 6 – Noes 0.

Ms. Williams was not present on the video conference and therefore did not vote.

13. Review Future Board Meeting Agenda Items

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

Mrs. James requested that the Board have a discussion regarding setting up the Fort Bend ISD Equity Committee.

14. Adjournment

Having no further business before the Board, MOTION was made by Mr. Rice to adjourn the meeting at 10:15 p.m.

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Addie Heyliger, President

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Grayle James, Secretary

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Consideration and Approval:**  
**Waiver for Hybrid Instruction**  
**during District-Scheduled Testing**  
**Days for K-8<sup>th</sup> 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 29, 2021**  
**Action: Consideration and Approval:**  
**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](http://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

<b>COUNTYWIDE POLLING PLACE</b>	<b>Voting Location</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
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*

<b>Early Voting Location</b>	<b>Hours(<i>Horas</i>)</b>			
	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> )
<b>Chasewood Clubhouse</b> 7622 Chasewood Drive, Missouri City				
<b>Cinco Ranch Library</b> 2620 Commercial Center Drive, Katy				
<b>Commonwealth Clubhouse</b> 4330 Knightsbridge Blvd, Sugar Land				
<b>Fort Bend County Road &amp; Bridge</b> 3743 School Street, Needville				
<b>Fort Bend ISD Admin Building</b> 16431 Lexington, Sugar Land				
<b>Jacks Conference Center</b> 3232 Austin Parkway, Sugar Land				
<b>Four Corners Community Center</b> 15700 Old Richmond Rd, Sugar Land				
<b>Fulshear High School</b> 9302 Charger Way, Fulshear				
<b>George Memorial Library</b> 1001 Golfview Dr, Richmond				
<b>Greatwood Community &amp; Rec Center</b> 7225 Greatwood Pkwy, Sugar Land				
<b>Hightower High School</b> 3333 Hurricane Lane, Missouri City	<b>8:00 a.m.</b> <b>To</b> <b>5:00 p.m</b>	<b>8:00 a.m.</b> <b>To</b> <b>5:00 p.m</b>	<b>CLOSED</b> <b>(Cerrado)</b>	<b>7:00 a.m.</b> <b>To</b> <b>7:00 p.m</b>
<b>James Bowie Middle School</b> 700 Plantation Dr, Richmond				
<b>James Reese Career &amp; Technical Center</b> 12300 University Blvd, Sugar Land				
<b>Kroger's Riverstone (Community Room)</b> 18861 University Blvd, Sugar Land				
<b>Lost Creek Park Conference Center</b> 3703 Lost Creek Blvd, Sugar Land				
<b>Missouri City Community Center</b> 1522 Texas Pkwy, Missouri City				
<b>Quail Valley Fund Office</b> 3603 Glenn Lakes, Missouri City				
<b>Richmond Water Maintenance Facility</b> 110 N. 8 <sup>th</sup> St, Richmond				
<b>Sienna Annex Community Room</b> 5855 Sienna Springs Way, Missouri City				
<b>Stafford City Hall</b> 2610 Main Street, Stafford				
<b>Sugar Land Branch Library</b> 550 Eldridge, Sugar Land				
<b>Sugar Land City Hall</b> 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
Early voting clerks	30	x	\$12	x	80	/ 2
aa. Early voting clerks	5	x	\$13	x	80	/ 1
Early voting clerks	13	x	\$12	x	80	/ 1
	<u>29</u>	Location(s)	x	Clerks	x	Rate
b. Election day judges / clerks	1	x	\$13	x	14	/ 2
Election day judges / clerks	3	x	\$12	x	14	/ 2
	<u>15</u>	Location(s)	x	Clerks	x	Rate
bb. Election day judges / clerks	1	x	\$13	x	14	/ 1
Election day judges / clerks	3	x	\$12	x	14	/ 1
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						

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

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Consideration and Approval:**  
**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

<b>BOT Meeting:</b>	<b>March 29, 2021</b>						
<b>Solicitation No.:</b>	<b>21-060</b>						
<b>References:</b>	<b>State Board of Education Proclamation 2021 District Goal 1</b>						
<b>Description:</b>	<p><b>Proclamation 2021 Instructional Resource Adoption</b></p> <p><b><u>Recommendation</u></b></p> <p>Consideration and possible approval of 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><b><u>Summary</u></b></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 1562 1430 1713"> <thead> <tr> <th><b>Program Area</b></th> <th><b>Materials</b></th> <th><b>Cost</b></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>	<b>Program Area</b>	<b>Materials</b>	<b>Cost</b>	Pre-Kindergarten	Savaas Learning - Three Cheers for Pre-K Uno, dos, tres ¡Prekínder!	\$1,350,000
<b>Program Area</b>	<b>Materials</b>	<b>Cost</b>					
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 29, 2021**  
**Action: Consideration and Approval:**  
**VOCA Mental Health Services**  
**Grant Resolution**  
**References: Board Policy CB (Local)**  
**District Goal 4**  
**Department: Business and Finance**

**Recommendation**

Consideration and possible approval of 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.

Recommended by:

Charles E. Dupre  
Superintendent of Schools

Submitted by:

Beth Martinez  
Chief Academic Officer

Bryan Guinn  
Chief Financial Officer

**RESOLUTION  
FORT BEND INDEPENDENT SCHOOL DISTRICT**

**REGARDING AUTHORITY TO SUBMIT FEDERAL GRANT APPLICATION**

**WHEREAS**, the Fort Bend ISD Board of Trustees (“Board”) finds it in the best interest of the students, staff, and community members of Fort Bend ISD, that the FBISD continue the Campus Victim Assistance Program K-12 (“Program”) and Year 3 of the Program be operated during the 2021-2022 academic year; and

**WHEREAS**, the Board agrees to provide applicable matching funds for the said Program as required by the VA-Victims of Crime Act Formula Grant Program application; and

**WHEREAS**, the Board agrees that in the event of loss or misuse of grant funds the Board assures the Office of the Governor that the funds shall be returned; and.

**WHEREAS**, the Superintendent of Schools is the authorized official of Fort Bend ISD and as stated in Board Policy CB (LOCAL), the Superintendent is delegated authority to apply for, accept, reject, alter or terminate the grant on behalf of FBISD.

**NOW THEREFORE, BE IT RESOLVED THAT:**

Fort Bend ISD Board of Trustees approves the Superintendent’s submission of the grant application for the Year 3: FBISD Campus Victim Assistance Program K-12.

ADOPTED THIS \_\_\_\_\_ DAY OF MARCH 2021.

FORT BEND INDEPENDENT SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Addie Heyliger, President

Attest: \_\_\_\_\_  
Grayle James, Secretary

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Consideration and Approval:**  
**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
<b>Total</b>	<b>\$5,450,000</b>

Recommended by:

Charles E. Dupre  
 Superintendent of Schools

Submitted by:

Long Pham  
 Chief Information Officer

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Consideration and Approval:**  
**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 materially 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 materially 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) Grantee shall be solely responsible for the maintenance of the Facilities in good working condition and repair.

(6) During or immediately after any work on the Easement Tract by Grantee pursuant to the rights granted hereby, Grantee, 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 an 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;

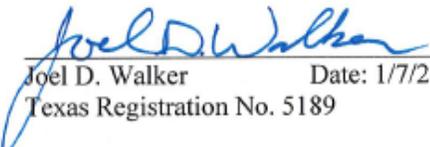
THENCE, South 03 degrees 02 minutes 59 seconds East, continuing over and across said Restricted Reserve "A", a distance of 11.66 feet, to an interior corner of the herein described tract;

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'

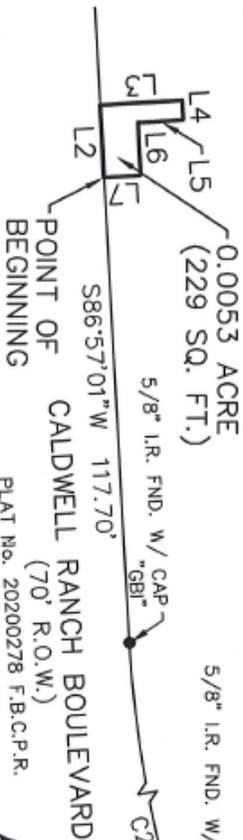
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	174.30'	2090.00	446°42"	87.20	S73°56'26"W	174.25'
C2	782.11'	2910.00	152°57"	393.43	S79°15'03"W	779.76'



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



PLAT No. 20200278 F.B.C.P.R.



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

DATE: 1/1/21

JOEL D. WALKER, R.P.L.S.  
 TEXAS REGISTRATION NO. 5189

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.

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.  
 21080 PALLET ROW  
 FORT BELT, 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;

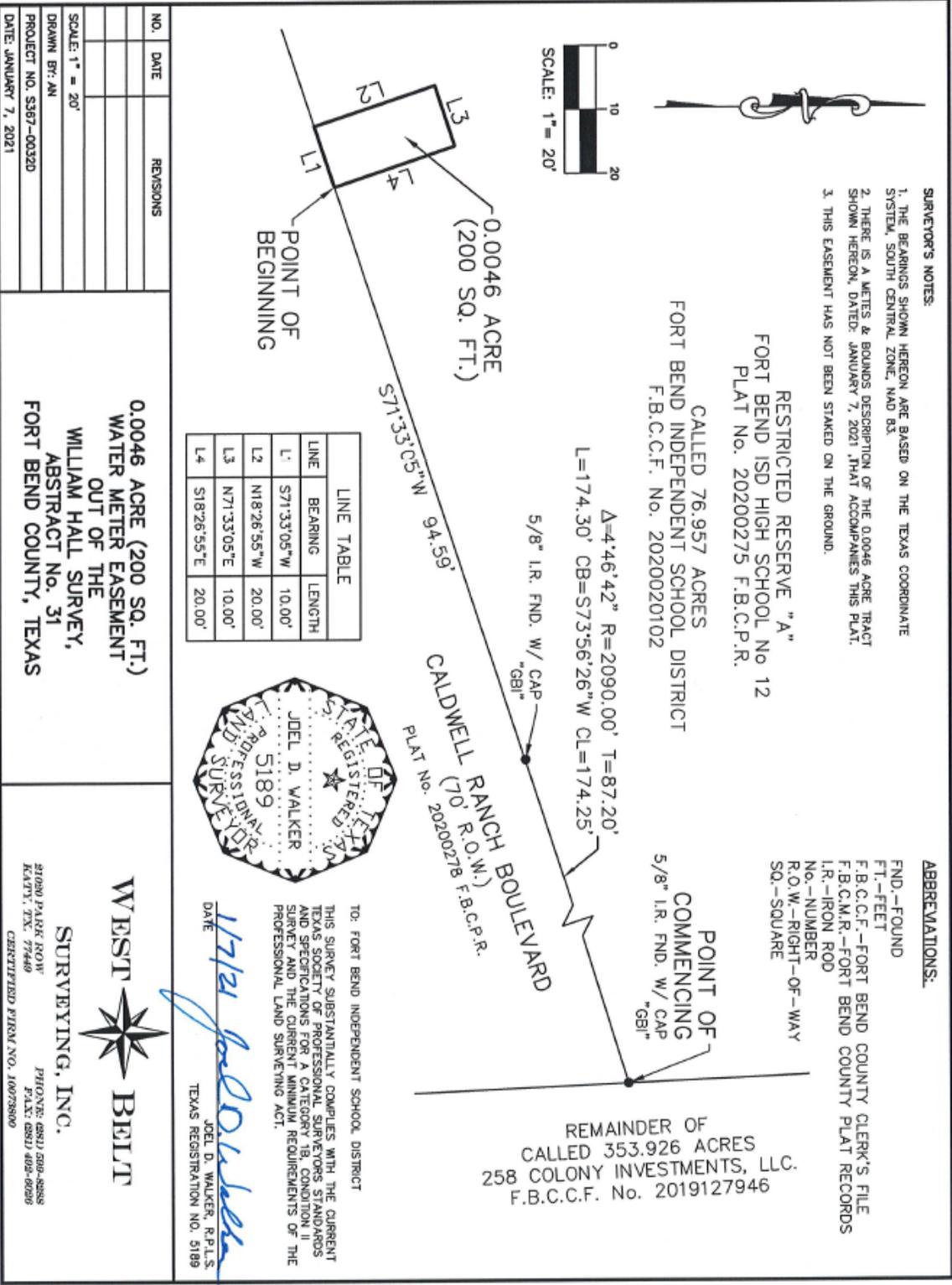
THENCE, North 71 degrees 33 minutes 05 seconds East, continuing over and across said Restricted Reserve "A", a distance of 10.00 feet, to the north corner of the herein described tract;

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



**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 0.0046 ACRE TRACT SHOWN HEREON, DATED: JANUARY 7, 2021, THAT ACCOMPANIES THIS PLAT.
3. THIS EASEMENT HAS NOT BEEN STAKED ON THE GROUND.

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

$\Delta=4'46.42"$   $R=2090.00'$   $T=87.20'$   
 $L=174.30'$   $CB=573.56'26"W$   $CL=174.25'$

LINE	BEARING	LENGTH
L1	S71°33'05"W	10.00'
L2	N18°26'55"W	20.00'
L3	N71°33'05"E	10.00'
L4	S18°26'55"E	20.00'



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: 1/7/21  
 JOEL D. WALKER, R.P.L.S.  
 TEXAS REGISTRATION NO. 5189

NO.	DATE	REVISIONS

SCALE: 1" = 20'  
 DRAWN BY: AN  
 PROJECT NO. S367-00320  
 DATE: JANUARY 7, 2021

0.0046 ACRE (200 SQ. FT.)  
 WATER METER EASEMENT  
 OUT OF THE  
 WILLIAM HALL SURVEY,  
 ABSTRACT NO. 31  
 FORT BEND COUNTY, TEXAS

**WEST BELT**  
 SURVEYING, INC.  
 21020 PARK ROW  
 KATY, TX 77449  
 CERTIFIED FIRM NO. 10075800  
 PHONE: (832) 509-8888  
 FAX: (832) 403-0288

**ABBREVIATIONS:**

FND.-FOUND  
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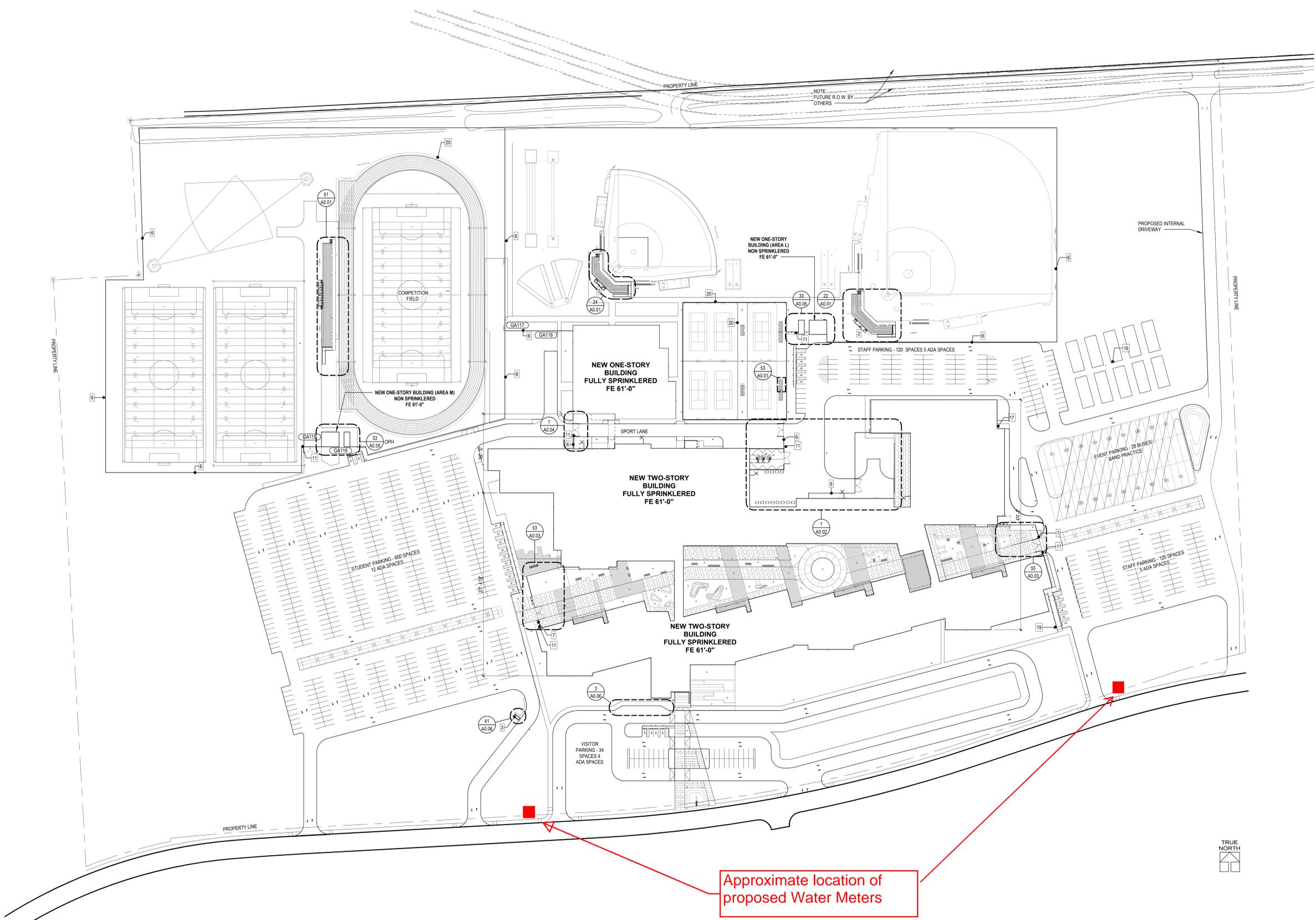
POINT OF COMMENCING  
 5/8" I.R. FND. W/ CAP "GBI"  
 REMAINDER OF  
 CALLED 353.926 ACRES  
 258 COLONY INVESTMENTS, LLC.  
 F.B.C.C.F. No. 2019127946

**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  
 06/05/2020 6:26:34 PM

**PROPOSED WATER METER EASEMENT LOCATIONS**



PROPOSED WATER  
METER EASEMENT



CALDWELL RANCH BOULEVARD

**PROPOSED 20X10  
WATER METER  
EASEMENT**



**CALDWELL RANCH BOULEVARD**

109

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Consideration and Approval:**  
**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:

<b>Campus</b>	<b>Anticipated Number of Portable Buildings Available for Release</b>	<b>Anticipated Number of Portable Buildings to be Installed</b>
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
<b>Total</b>	<b>8</b>	<b>30</b>

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.

<b>2021-2022 Portable Classroom Building Relocations, Purchase, Lease, Installation, and Repairs Budget</b>	<b>Cost</b>
Professional Design Services – Molina Walker	\$155,000
Design Contingency (10%)	\$15,500
<b>Subtotal (Design Services – MWA)</b>	<b>\$170,500</b>
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
<b>Subtotal (Mobile Modular - Contractor)</b>	<b>\$1,092,000</b>
Construction – Portable Relocations, Installation & Repairs (30 units)	\$2,799,000
Bond (2%)	\$55,980

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

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 29, 2021**  
**Action: Consideration and Approval:**  
**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

A RESOLUTION BY THE BOARD OF TRUSTEES  
AUTHORIZING AND APPROVING  
AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT  
BETWEEN THE NEW CANEY INDEPENDENT SCHOOL DISTRICT  
AND OTHER PARTICIPATING DISTRICTS

On this day came on to be considered by the Board of Trustees of the Fort Bend \_\_\_\_\_ Independent School District (hereinafter referred to as a "Participating District") the matter of a proposed Interlocal Cooperative Purchasing program to be formed, developed and administered by the New Caney Independent School District and other participating districts; and

WHEREAS, the Participating District desires to participate and join with other local governments in an Interlocal Participation Agreement (Agreement) for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services;

WHEREAS, the Board of Trustees is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the district through the efficiencies and potential savings to be realized; and

The Board of Trustees desire to approve the Interlocal Cooperative Purchasing Agreement to be entered into by and between the Participating District and other participating districts;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PARTICIPATING DISTRICT, AS FOLLOWS:

1. The Board of Trustees hereby give specific written approval for the Participating District to participate in and join the cooperative purchasing program; and

2. That the Board of Trustees authorizes its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement which includes the adoption and approval of the organizational Interlocal Cooperative Agreement.

3. That the execution of this Resolution shall evidence the election of the Participating District to become members of the Cooperative upon the terms and conditions stated in the Cooperative Agreement.

The Board of Trustees has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees  
Participating District

\_\_\_\_\_  
President, Board of Trustees  
Participating District

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Consideration and Approval:**  
**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 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](mailto: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

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**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 29, 2021**  
**Action: Consideration and Approval:**  
**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

<b>BOT Meeting:</b>	<b>March 29, 2021</b>
<b>Solicitation No.:</b>	<b>21-047AB School Purchasing Alliance</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>General Grocery, Snacks, Beverages and Non-Food Items</b></p> <p><b><u>Recommendation</u></b></p> <p>Consideration and possible approval of 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><b><u>Summary</u></b></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><b><u>Background</u></b></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><b>Total</b></td> <td><b>\$10,725,000</b></td> </tr> </tbody> </table>	Department	Estimated Expenditures	Child Nutrition	\$9,700,000	Special Education	25,000	CTE	25,000	Contingency	975,000	<b>Total</b>	<b>\$10,725,000</b>	
Department	Estimated Expenditures													
Child Nutrition	\$9,700,000													
Special Education	25,000													
CTE	25,000													
Contingency	975,000													
<b>Total</b>	<b>\$10,725,000</b>													
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													

<b>BOT Meeting:</b>	<b>March 29, 2021</b>								
<b>Solicitation No.:</b>	<b>21-070CT OMNIA Partners</b>								
<b>References:</b>	<b>District Goal Scalable Systems</b>								
<b>Description:</b>	<p><b>Facilities Management Software and Solutions SchoolDude Annual Support</b></p> <p><b><u>Recommendation</u></b></p> <p>Consideration and possible approval of 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><b><u>Summary</u></b></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><b>Item</b></th> <th><b>Expenditure</b></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><b>Total</b></td> <td><b>\$158,000</b></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><b><u>Background</u></b></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>	<b>Item</b>	<b>Expenditure</b>	Annual software	\$63,000	Energy Manager Solution Module (Board approved September 21, 2020)	\$95,000	<b>Total</b>	<b>\$158,000</b>
<b>Item</b>	<b>Expenditure</b>								
Annual software	\$63,000								
Energy Manager Solution Module (Board approved September 21, 2020)	\$95,000								
<b>Total</b>	<b>\$158,000</b>								
<b>Requested By:</b>	Long Pham, Chief Information Officer Oscar Perez, Chief Operations Officer Bryan Guinn, Chief Financial Officer								
<b>Vendor:</b>	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

<b>BOT Meeting:</b>	<b>March 29, 2021</b>
<b>Solicitation No.:</b>	<b>RFP 21-038AB</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>Supplemental Professional Learning Consulting Services</b></p> <p><b><u>Recommendation</u></b></p> <p>Consideration and possible approval of 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><b><u>Summary</u></b></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><b><u>Background</u></b></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	9
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**

	<b>Evaluation Criteria</b>	<b>Point System</b>
	<b>Purchase Price</b>	
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
	<b>Reputation of the Vendor and of the Vendor's Goods or Services</b>	
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
	<b>Quality of the Vendor's Goods or Services</b>	
3	<ul style="list-style-type: none"> <li>• Service capabilities, report capabilities training, on-going maintenance, and technical support</li> <li>• Demonstrates competence: experience, etc.</li> <li>• Configuration and installation, integration, testing, implementation,</li> <li>• Vendor's products should be new and be of the highest quality</li> </ul>	25 points
	<b>Extent to Which the Goods or Services Meet the District's Needs</b>	
4	<ul style="list-style-type: none"> <li>• Integrated solution that will handle the end-to-end process from recruiting through onboarding.</li> <li>• System that is user-friendly</li> </ul>	25 points
5	<b>Vendor's Past Relationship With the District</b>	5 points
	<b>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</b>	
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 <b>Signing the Agreement</b> , you assent to the Terms and Conditions of Fort Bend ISD.	10 points
	<b>Insurance Requirements</b>	
8	A copy of the <b>Certificate of Liability Insurance</b> and <b>Waiver of Subrogation</b> should be in your proposal.	Pass/Fail
	<b>TOTAL</b>	<b>100 points</b>

<b>BOT Meeting:</b>	<b>March 29, 2021</b>
<b>Solicitation No.:</b>	<b>21-037LJ Choice Partners National Purchasing Cooperative</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>Device Sanitation Services and Related Items</b></p> <p><b><u>Recommendation</u></b></p> <p>Consideration and possible approval of 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><b><u>Summary</u></b></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>

	<b><u>Background</u></b>	
	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	

<b>BOT Meeting:</b>	<b>March 29, 2021</b>
<b>Solicitation No.:</b>	<b>21-051JB Texas Association of School Boards (TASB) Risk Management Fund Interlocal Participation Agreement</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>School Liability, Privacy &amp; Information Security, Auto Liability, Auto Physical Damage and Violent Acts Insurance Coverages</b></p> <p><b><u>Recommendation</u></b></p> <p>Consideration and possible approval of the continued purchase of School Liability, Privacy &amp; 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><b><u>Summary</u></b></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 &amp; 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>

	<p><b><u>Background</u></b></p> <p>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.</p>
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

<b>BOT Meeting:</b>	<b>March 29, 2021</b>								
<b>Solicitation No.:</b>	<b>RFO 21-022TA</b>								
<b>References:</b>	<b>District Goal Scalable Systems</b>								
<b>Description:</b>	<p><b>Cell Tower Lease Buyout</b></p> <p><b><u>Recommendation</u></b></p> <p>Consideration and possible approval of accepting 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><b><u>Summary</u></b></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><b>Purchase Price</b></td> <td>\$2,650,000</td> </tr> <tr> <td><b>Term Length</b></td> <td>30 years</td> </tr> <tr> <td><b>Legal Structure / Purchase Agreement</b></td> <td> <p>Lease Assignment &amp; 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><b>Seller Share of Future Revenue</b></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>	<b>Purchase Price</b>	\$2,650,000	<b>Term Length</b>	30 years	<b>Legal Structure / Purchase Agreement</b>	<p>Lease Assignment &amp; 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>	<b>Seller Share of Future Revenue</b>	<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>
<b>Purchase Price</b>	\$2,650,000								
<b>Term Length</b>	30 years								
<b>Legal Structure / Purchase Agreement</b>	<p>Lease Assignment &amp; 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>								
<b>Seller Share of Future Revenue</b>	<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
<b>Other Supporting Information</b>	
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

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

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

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Offering Price</b></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><b>Reputation of the Vendor and of the Vendor's Goods or Services</b></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><b>Qualifications, Certifications, Experience of Personnel/Team Proposed for This Task</b></p>	15 points
4	<p><b>Extent to Which the Offer Meets the District's Needs</b></p>	20 points
5	<p><b>Long-Term Advantage to the District to Accept the Firm's Offer for the Cell Tower Lease Buyout</b></p>	20 points
6	<p><b>Company's Approach and Experience in Providing Cell Tower Lease Buyouts in Texas.</b></p> <ul style="list-style-type: none"> <li>• Explanation of methodology, unique challenges and any other relevant information</li> <li>• Supporting documentation / evidence of competence to undertake such effort</li> </ul>	15 points
	<p><b>TOTAL</b></p>	<b>100 points</b>

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Consideration and Approval:**  
**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.

<b>Description</b>	<b>Budget (Shortage)/Surplus</b>
Cumulative program contingency as of February 2021	\$21,258,560.54
<b>Contributions</b>	
Security Cameras	\$1,261,871.00
<b>Contribution Sub-Total</b>	<b>\$1,261,871.00</b>
<b>Uses</b>	
Technology	(\$5,450,000.00)
Portable Classroom Building Relocations, Purchase, Lease, Installation, and Repairs for 2021-2022 School Year	(\$5,267,380.00)
<b>Use Sub-Total</b>	<b>(\$10,717,380.00)</b>
Net Proposed Activity March 2021	(\$9,455,509.00)
<b>Cumulative Bond Program Contingency as of March 2021</b>	<b>\$11,803,051.54</b>

Recommended by:

Charles E. Dupre  
Superintendent of Schools

Submitted by:

Oscar Perez  
Chief Operations Officer

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Naming of High School 12**  
**References: Board Policy CW (Local)**  
**Board Governance**  
**Department: Chief of Schools**

### **Recommendation**

Consideration and possible approval of naming New High School 12 (HS 12).

### **Summary**

Per Board Policy CW (Local), a committee was established for the purpose of selecting a name for HS 12, opening in Fall of 2022 in the Hightower and Ridge Point communities. The FBISD community was invited to submit names via electronic submission from February 25, 2021 through March 10, 2021. Nominations were to include a brief summary of biographical or historical data outlining justification for the candidate's consideration. The committee met on March 25, 2021 and processed over 300 recommendations.

Dr. Joe Rodriguez, Chief of Schools, served as the Chair and Assistant Superintendent, Dr. Brett Lemley, co-facilitated for the selection committee. Trustee Dave Rosenthal served as the Board of Trustees representative. The remainder of the committee consisted of parents, teachers, students, and community representatives.

Committee members reviewed all nominations based on criteria outlined in Policy CW (Local). The following guidelines governed the discussion and ultimate selection:

1. The namesake should have made a significant contribution to society.
2. The namesake should lend prestige and status to an institution of learning.
3. The namesake has attained prominence locally or nationally in fields of education, science, art, statesmanship, political science, military achievement, or a Texas historical achievement.

After careful review, discussion, and nominal group process, the following namesake is recommended for approval:

Almeta Crawford High School

### Brief Biography:

Mrs. Almeta Crawford is a loving wife, mother, grandmother, and a legendary educator in Fort Bend ISD. Mrs. Crawford was a dedicated educator for 49 years and served at Dulles HS more than 30 years. She was a servant leader who remained purposefully in the classroom, dedicated to providing our learners the best education possible. Most importantly, she was a lifelong learner who challenged herself and students to think critically and grow into effective communicators. She was a mentor and inspired many students to become educators, many which returned to Fort Bend ISD. She taught many to be advocates for literacy and the overall wellness of our students. In addition, Mrs. Crawford spent her career sharing best practices with her colleagues while supporting anyone in need. Her influence on our District is far-reaching.

Mrs. Almeta Crawford retired a few years ago after her long and illustrious career. During her time at Dulles High School, she was named Teacher of the Year and brought learning to life for her English students for generations. She was a Diamond-Level Abydos Literacy Learning Trainer and a well-known, well-respected, and a well-honored teacher among Texas educators. She lived and breathed educating young students often claiming they were what kept her young.

### Recommended by:

Charles E. Dupre  
Superintendent of Schools

### Submitted by:

Joe Rodriguez  
Chief of Schools

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Action: Naming of New  
Elementary School 53**  
**References: Board Policy CW (Local)**  
**District Goal 3**  
**Department: Chief of Schools**

### **Recommendation**

Consideration and possible approval of naming New Elementary School 53 (ES 53).

### **Summary**

Per Board Policy CW (Local), a committee was established for the purpose of selecting a name for ES 53, opening January 2023 in the Riverstone community. The FBISD community was invited to submit names via electronic submission from February 25, 2021 through March 10, 2021. Nominations were to include a summary of biographical or historical data outlining justification for the candidate's consideration. The committee met on March 23, 2021 and processed over 300 recommendations.

Dr. Joe Rodriguez, Chief of Schools, served as the Chair and Assistant Superintendent Dr. Kwabena Mensah co-facilitated for the selection committee. Trustee Dave Rosenthal served as the Board of Trustees representative. The remainder of the committee consisted of parents, teachers, students, and community representatives.

Committee members reviewed all nominations based on criteria outlined in Board Policy CW (Local). The following guidelines governed the discussion and ultimate selection:

1. The namesake should have made a significant contribution to society.
2. The namesake should lend prestige and status to an institution of learning.
3. The namesake has attained prominence locally or nationally in fields of education, science, art, statesmanship, political science, military achievement, or a Texas historical achievement.

After careful review, discussion, and nominal group process, the following namesake is recommended for approval:

Sonal S. Bhuchar Elementary School

## Brief Biography:

Sonal Bhuchar is best described as a trailblazer for Fort Bend County and a leader in the field of education. After her long association with the Fort Bend Education Foundation, Sonal was elected to the Fort Bend ISD Board of Trustees for six years and served as the Board President for two years. She was a selfless volunteer and public servant who was always looking out for our students. Sonal was appointed to the One Star National Service Commission Board by Governor Greg Abbott in 2015. She served in many leadership roles, and up until her passing, was actively involved as a Board Member with the Child Advocates of Fort Bend and Parks, Art, Recreation, Culture, and Streetscapes (PARCS). She was a Board Member for the Literacy Council of Fort Bend, ACCESS Health, Sugar Land Cultural Arts Foundation, Sugar Land Heritage, the Indo-American Charity Foundation, and the Texas Medical Association Alliance, to name a few.

During her tenure with the District, she spearheaded many efforts including chairing the WATCH program (a healthy lifestyle education program for elementary school kids), developing the concept for the Fort Bend Education Foundation's Annual International Festival to promote diversity, equity and inclusion within the District, Student Leadership Program, Legislative Advocacy Program, and countless scholarship opportunities for students.

Sonal Bhuchar was a physical therapist by profession and had her own practice. Her practice allowed her to serve many families and to ensure the best care was provided to all those that entered her building. Tonight, we honor Sonal S. Bhuchar.

## Recommended by:

Charles E. Dupre  
Superintendent of Schools

## Submitted by:

Joe Rodriguez  
Chief of Schools

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Review: Class Size Exception Waiver**  
**References: Board Policy EEB (Legal)**  
**Texas Education Code (TEC)**  
**25.112**  
**District Goal 1**  
**Department: Chief of Schools**

**Recommendation**

Consideration and possible approval of a Texas Education Agency (TEA) Exception for Class Size Waiver in grades K-4 for elementary schools that exceed a teacher to student ratio of 22 students per classroom teacher (22:1).

**Summary**

For the 2020-21 school year, Administration is requesting an Exception for Class Size Waiver due to the District’s continued pandemic response, which has impacted how we deliver instruction, building utilization due to social distancing, and staffing allocations associated with both online and face-to face instruction. In early Fall, multiple conversations regarding the process for waiver submission and the impact on online class sizes influenced our decision to pause until appropriate guidance was received. Administration originally submitted the documents seeking Board approval but decided to withdraw the agenda item until additional guidance was provided by the TEA. The TEA later released guidance stating that school districts could initiate the process and submit waiver requests in December. Recently, Administration identified that the District was still pending submission and in communicating with TEA were told in order to ensure compliance, it would be appropriate to submit the request this month. The information was collected through daily enrollment status collected by SIS. The information provided is end of grading period for each 9 weeks.

Throughout the school year, it has been increasingly challenging for principals to find well-qualified teachers to hire. Administration has worked with principals to ensure the District provides appropriate support to ensure a learning environment that is conducive to the highest levels of student achievement.

When projecting teacher staffing for the 2020 -21 school year, we used the PASA “moderate” growth projection to support the District’s goal of beginning the year at the ratio of 22:1.

Recommended by:

Charles E. Dupre  
Superintendent of Schools

Submitted by:

Joe Rodriguez  
Chief of Schools

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Armstrong		1	1	1		3
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 24</li> <li>• 1 section in 2nd with 1 @ 23</li> <li>• 1 section in 3rd with 1 @ 23</li> </ul>					
Austin Parkway		2	2	3	3	10
	<ul style="list-style-type: none"> <li>• 2 sections in 1st with 1 @ 23, 1 @ 25</li> <li>• 2 sections in 2nd with 1 @ 29, 1 @ 30</li> <li>• 3 sections in 3rd with 1 @ 24, 2 @ 25</li> <li>• 3 sections in 4th with 1 @ 23, 1 @ 41, 1 @ 43</li> </ul>					
Barrington Place		1	1		2	4
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 30</li> <li>• 1 section in 2nd with 1 @ 26</li> <li>• 2 sections in 4th with 1 @ 24, 1 @ 26</li> </ul>					
Blue Ridge				1		1
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 38</li> </ul>					
Brazos Bend	2		2	2	2	8
	<ul style="list-style-type: none"> <li>• 2 sections in K with 2 @ 23</li> <li>• 2 sections in 2nd with 1 @ 28, 1 @ 30</li> <li>• 2 sections in 3rd with 1 @ 29, 1 @ 30</li> <li>• 2 sections in 4th with 1 @ 29, 1 @ 30</li> </ul>					
Briargate		1	1	1	1	4
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 30</li> <li>• 1 section in 2nd with 1 @ 24</li> <li>• 1 section in 3rd with 1 @ 30</li> <li>• 1 section in 4th with 1 @ 31</li> </ul>					
Burton		1	1	1	1	4
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 30</li> <li>• 1 section in 2nd with 1 @ 25</li> <li>• 1 section in 3rd with 1 @ 29</li> <li>• 1 section in 4th with 1 @ 28</li> </ul>					
Colony Bend	1	1	1	1	2	6
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 26</li> <li>• 1 section in 1st with 1 @ 30</li> <li>• 1 section in 2nd with 1 @ 29</li> <li>• 1 section in 3rd with 1 @ 29</li> <li>• 2 sections in 4th with 2 @ 26</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Colony Meadows		2	1	3	3	9
	<ul style="list-style-type: none"> <li>• 2 sections in 1st with 2 @ 25</li> <li>• 1 section in 2nd with 1 @ 26</li> <li>• 3 sections in 3rd with 1 @ 29, 2 @ 30</li> <li>• 3 sections in 4th with 1 @ 24, 1 @ 27, 1 @ 28</li> </ul>					
Commonwealth	4	4	5	6	1	20
	<ul style="list-style-type: none"> <li>• 4 sections in K with 1 @ 30, 1 @ 31, 2 @ 32</li> <li>• 4 sections in 1st with 3 @ 30, 1 @ 31</li> <li>• 5 sections in 2nd with 1 @ 24, 4 @ 25</li> <li>• 6 sections in 3rd with 1 @ 24, 5 @ 25</li> <li>• 1 section in 4th with 1 @ 23</li> </ul>					
Cornerstone	3	4	4	5	6	22
	<ul style="list-style-type: none"> <li>• 3 sections in K with 2 @ 25, 1 @ 26</li> <li>• 4 sections in 1st with 1 @ 24, 2 @ 25, 1 @ 26</li> <li>• 4 sections in 2nd with 1 @ 24, 2 @ 27, 1 @ 44</li> <li>• 5 sections in 3rd with 4 @ 27, 1 @ 29</li> <li>• 6 sections in 4th with 1 @ 27, 3 @ 28, 2 @ 29</li> </ul>					
Drabek	2	2	2	2	2	10
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 25, 1 @ 30</li> <li>• 2 sections in 1st with 2 @ 29</li> <li>• 2 sections in 2nd with 1 @ 26, 1 @ 30</li> <li>• 2 sections in 3rd with 1 @ 27, 1 @ 28</li> <li>• 2 sections in 4th with 2 @ 30</li> </ul>					
Dulles	2	2	2	2	3	11
	<ul style="list-style-type: none"> <li>• 2 sections in K with 2 @ 25</li> <li>• 2 sections in 1st with 1 @ 23, 1 @ 24</li> <li>• 2 sections in 2nd with 1 @ 24, 1 @ 26</li> <li>• 2 sections in 3rd with 1 @ 29, 1 @ 30</li> <li>• 3 sections in 4th with 3 @ 24</li> </ul>					
Early Literacy Center (158)	4	1				5
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 23, 1 @ 34</li> <li>• 2 sections in K Bilingual with 1 @ 23, 1 @ 43</li> <li>• 1 section in 1st Bilingual with 1 @ 27</li> </ul>					
Fleming			1	1	1	3
	<ul style="list-style-type: none"> <li>• 1 section in 2nd with 1 @ 23</li> <li>• 1 section in 3rd with 1 @ 30</li> <li>• 1 section in 4th with 1 @ 30</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Glover	1	1	1	1	1	5
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 27</li> <li>• 1 section in 1st with 1 @ 23</li> <li>• 1 section in 2nd with 1 @ 25</li> <li>• 1 section in 3rd with 1 @ 30</li> <li>• 1 section in 4th with 1 @ 23</li> </ul>					
Goodman	1	1	2	2	2	8
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 28</li> <li>• 1 section in 1st with 1 @ 44</li> <li>• 1 section in 2nd with 1 @ 42</li> <li>• 1 section in 2nd Bilingual with 1 @ 30</li> <li>• 1 section in 3rd with 1 @ 37</li> <li>• 1 section in 3rd Bilingual with 1 @ 43</li> <li>• 1 section in 4th with 1 @ 29</li> <li>• 1 section in 4th Bilingual with 1 @ 29</li> </ul>					
Heritage Rose	2	1	2	3	1	9
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 29</li> <li>• 1 section in K Bilingual with 1 @ 34</li> <li>• 1 section in 1st Bilingual with 1 @ 27</li> <li>• 1 section in 2nd with 1 @ 27</li> <li>• 1 section in 2nd Bilingual with 1 @ 31</li> <li>• 2 sections in 3rd with 2 @ 23</li> <li>• 1 section in 3rd Bilingual with 1 @ 29</li> <li>• 1 section in 4th with 1 @ 31</li> </ul>					
Highlands	2	1	2	1	2	8
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 26, 1 @ 29</li> <li>• 1 section in 1st with 1 @ 26</li> <li>• 2 sections in 2nd with 1 @ 25, 1 @ 26</li> <li>• 1 section in 3rd with 1 @ 27</li> <li>• 2 sections in 4th with 1 @ 38, 1 @ 43</li> </ul>					
Holley		1		1	2	4
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 25</li> <li>• 1 section in 3rd with 1 @ 28</li> <li>• 1 section in 4th with 1 @ 32</li> <li>• 1 section in 4th with Bilingual 1 @ 32</li> </ul>					
Hunters Glen	1	1		1	1	4
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 25</li> <li>• 1 section in 1st with 1 @ 27</li> <li>• 1 section in 3rd with 1 @ 24</li> <li>• 1 section in 4th with 1 @ 30</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Jones	1	1	1	1		4
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 29</li> <li>• 1 section in 1st with 1 @ 29</li> <li>• 1 section in 2nd with 1 @ 30</li> <li>• 1 section in 3rd with 1 @ 24</li> </ul>					
Jordan	1		1			2
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 28</li> <li>• 1 section in 2nd with 1 @ 30</li> </ul>					
Lantern Lane	1	1			1	3
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 38</li> <li>• 1 section in 1st with 1 @ 27</li> <li>• 1 section in 4th with 1 @ 30</li> </ul>					
Leonetti			3	3	2	8
	<ul style="list-style-type: none"> <li>• 3 sections in 2nd with 1 @ 23, 2 @ 24</li> <li>• 3 sections in 3rd with 2 @ 23, 1 @ 26</li> <li>• 2 sections in 4th with 2 @ 30</li> </ul>					
Lexington Creek		2	2	1	3	8
	<ul style="list-style-type: none"> <li>• 2 sections in 1st with 2 @ 27</li> <li>• 2 sections in 2nd with 2 @ 26</li> <li>• 1 section in 3rd with 1 @ 23</li> <li>• 3 sections in 4th with 3 @ 28</li> </ul>					
Malala	4	4	4	4	4	20
	<ul style="list-style-type: none"> <li>• 4 sections in K with 1 @ 23, 1 @ 24, 2 @ 25</li> <li>• 4 sections in 1st with 1 @ 23, 2 @ 25, 1 @ 26</li> <li>• 4 sections in 2nd with 3 @ 24, 1 @ 26</li> <li>• 4 sections in 3rd with 1 @ 23, 1 @ 25, 1 @ 27, 1 @ 29</li> <li>• 4 sections in 4th with 1 @ 25, 2 @ 26, 1 @ 27</li> </ul>					
Madden	3	3	4	4	3	17
	<ul style="list-style-type: none"> <li>• 3 sections in K with 2 @ 28, 1 @ 29</li> <li>• 3 sections in 1st with 1 @ 27, 1 @ 28, 1 @ 29</li> <li>• 4 sections in 2nd with 1 @ 24, 1 @ 25, 1 @ 26, 1 @ 27</li> <li>• 4 sections in 3rd with 1 @ 25, 3 @ 26</li> <li>• 3 sections in 4th with 1 @ 28, 1 @ 29, 1 @ 30</li> </ul>					
Meadows	1	1	1	1	1	5
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 29</li> <li>• 1 section in 1st with 1 @ 28</li> <li>• 1 section in 2nd with 1 @ 30</li> <li>• 1 section in 3rd with 1 @ 28</li> <li>• 1 section in 4th with 1 @ 26</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Mission Bend			1	1		2
	<ul style="list-style-type: none"> <li>• 1 section in 2nd with 1 @ 23</li> <li>• 1 section in 3rd with 1 @ 27</li> </ul>					
Mission Glen		1	1	1		3
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 23</li> <li>• 1 section in 2nd with 1 @ 44</li> <li>• 1 section in 3rd with 1 @ 27</li> </ul>					
Mission West		1		1	2	4
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 24</li> <li>• 1 section in 3rd with 1 @ 30</li> <li>• 1 section in 4th with 1 @ 29</li> <li>• 1 section in 4th Bilingual with 1 @ 25</li> </ul>					
Neil	2	2	3	3	4	14
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 29, 1 @ 30</li> <li>• 2 sections in 1st with 2 @ 28</li> <li>• 3 sections in 2nd with 1 @ 25, 2 @ 30</li> <li>• 3 sections in 3rd with 1 @ 25, 1 @ 28, 1 @ 29</li> <li>• 4 sections in 4th with 1 @ 23, 1 @ 24, 2 @ 25</li> </ul>					
Oakland	2	1	2	1	2	8
	<ul style="list-style-type: none"> <li>• 2 sections in K with 2 @ 30</li> <li>• 1 section in 1st with 1 @ 30</li> <li>• 2 sections in 2nd with 2 @ 30</li> <li>• 1 section in 3rd with 1 @ 30</li> <li>• 2 sections in 4th with 1 @ 28, 1 @ 29</li> </ul>					
Oyster Creek	2	2	2	3	2	11
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 30, 1 @ 31</li> <li>• 2 sections in 1st with 1 @ 28, 1 @ 30</li> <li>• 2 sections in 2nd with 2 @ 30</li> <li>• 3 sections in 3rd with 3 @ 30</li> <li>• 2 sections in 4th with 1 @ 24, 1 @ 25</li> </ul>					
Palmer	1		2	1	3	7
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 30</li> <li>• 2 sections in 2nd with 1 @ 29, 1 @ 30</li> <li>• 1 section in 3rd with 1 @ 29</li> <li>• 3 sections in 4th with 1 @ 25, 1 @ 26, 1 @ 27</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Patterson	1	2	2	2	4	11
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 23</li> <li>• 2 sections in 1st with 1 @ 27, 1 @ 29</li> <li>• 2 sections in 2nd with 1 @ 25, 1 @ 28</li> <li>• 2 sections in 3rd with 1 @ 29, 1 @ 30</li> <li>• 4 sections in 4th with 3 @ 23, 1 @ 24</li> </ul>					
Pecan Grove				1		1
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 29</li> </ul>					
Quail Valley	1		1		1	3
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 23</li> <li>• 1 section in 2nd with 1 @ 28</li> <li>• 1 section in 4th with 1 @ 23</li> </ul>					
Ridgegate			4	3	1	8
	<ul style="list-style-type: none"> <li>• 2 sections in 2nd with 1 @ 24, 1 @ 26</li> <li>• 2 sections in 2nd Bilingual with 1 @ 23, 1 @ 35</li> <li>• 1 section in 3rd with 1 @ 42</li> <li>• 2 sections in 3rd Bilingual with 1 @ 35, 1 @ 41</li> <li>• 1 section in 4th with 1 @ 26</li> </ul>					
Ridgemont					2	2
	<ul style="list-style-type: none"> <li>• 2 sections in 4th Bilingual with 1 @ 24, 1 @ 28</li> </ul>					
Rosa Parks	1	1	1	1	2	6
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 30</li> <li>• 1 section in 1st with 1 @ 25</li> <li>• 1 section in 2nd with 1 @ 28</li> <li>• 1 section in 3rd with 1 @ 27</li> <li>• 2 sections in 4th with 1 @ 28, 1 @ 31</li> </ul>					
Scanlan Oaks	1	1	1	1	1	5
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 28</li> <li>• 1 section in 1st with 1 @ 30</li> <li>• 1 section in 2nd with 1 @ 28</li> <li>• 1 section in 3rd with 1 @ 29</li> <li>• 1 section in 4th with 1 @ 30</li> </ul>					
Schiff	1	3	2	3	3	12
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 25</li> <li>• 3 sections in 1st with 1 @ 23, 1 @ 24, 1 @ 25</li> <li>• 2 sections in 2nd with 1 @ 30, 1 @ 31</li> <li>• 3 sections in 3rd with 1 @ 29, 2 @ 30</li> <li>• 3 sections in 4th with 1 @ 27, 1 @ 29, 1 @ 30</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Seguin			1	2	2	5
	<ul style="list-style-type: none"> <li>• 1 section in 2nd with 1 @ 25</li> <li>• 2 sections in 3rd with 1 @ 28, 1 @ 29</li> <li>• 2 sections in 4th with 2 @ 23</li> </ul>					
Settlers Way	1	2	2	3	2	10
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 24</li> <li>• 2 sections in 1st with 2 @ 28</li> <li>• 2 sections in 2nd with 1 @ 28, 1 @ 30</li> <li>• 3 sections in 3rd with 1 @ 23, 2 @ 30</li> <li>• 2 sections in 4th with 1 @ 30, 1 @ 31</li> </ul>					
Sienna Crossing	2	3	3	3	3	14
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 29, 1 @ 30</li> <li>• 3 sections in 1st with 2 @ 24, 1 @ 25</li> <li>• 3 sections in 2nd with 2 @ 28, 1 @ 29</li> <li>• 3 sections in 3rd with 1 @ 28, 1 @ 29, 1 @ 30</li> <li>• 3 sections in 4th with 3 @ 23</li> </ul>					
Sullivan	4	5	6	6	7	28
	<ul style="list-style-type: none"> <li>• 4 sections in K with 2 @ 27, 1 @ 28, 1 @ 29</li> <li>• 5 sections in 1st with 2 @ 24, 1 @ 25, 1 @ 26, 1 @ 27</li> <li>• 6 sections in 2nd with 1 @ 24, 4 @ 26, 1 @ 27</li> <li>• 6 sections in 3rd with 1 @ 25, 1 @ 26, 3 @ 27, 1 @ 28</li> <li>• 7 sections in 4th with 3 @ 25, 2 @ 26, 2 @ 27</li> </ul>					
Sugar Mill				1		1
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 23</li> </ul>					
Townewest	1	1	1	3	1	7
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 26</li> <li>• 1 section in 1st with 1 @ 30</li> <li>• 1 section in 2nd with 1 @ 30</li> <li>• 2 sections in 3rd with 1 @ 29, 1 @ 30</li> <li>• 1 section in 3rd Bilingual with 1 @ 34</li> <li>• 1 section in 4th with 1 @ 30</li> </ul>					
Walker Station	2	3		3	3	11
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 25, 1 @ 27</li> <li>• 3 sections in 1st with 1 @ 23, 1 @ 24, 1 @ 26</li> <li>• 3 sections in 3rd with 1 @ 29, 2 @ 30</li> <li>• 3 sections in 4th with 1 @ 24, 1 @ 27, 1 @ 29</li> </ul>					

23- (41)  
29 - (45)  
37 - (1)

24 - (38)  
30 - (71)  
38 - (3)

25 - (53)  
31 - (9)  
41 - (2)

26 - (38)  
32 - (4)  
42 - (2)

27 - (39)  
34 - (3)  
43- (4)

28 - (40)  
35 - (2)  
44 - (3)

Total - (398) 10.9.20

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Armstrong			1	1		2
	<ul style="list-style-type: none"> <li>• 1 section in 2nd with 1 @ 23</li> <li>• 1 section in 3rd with 1 @ 23</li> </ul>					
Austin Parkway		2	2	3	2	9
	<ul style="list-style-type: none"> <li>• 2 sections in 1st with 1 @ 23, 1 @ 24</li> <li>• 2 sections in 2nd with 2 @ 30</li> <li>• 3 sections in 3rd with 3 @ 24</li> <li>• 2 sections in 4th with 1 @ 23, 1 @ 25</li> </ul>					
Barrington Place		1	1		2	4
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 29</li> <li>• 1 section in 2nd with 1 @ 25</li> <li>• 2 sections in 4th with 1 @ 25, 1 @ 27</li> </ul>					
Blue Ridge				1		1
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 23</li> </ul>					
Brazos Bend	2		2	2	2	8
	<ul style="list-style-type: none"> <li>• 2 sections in K with 2 @ 23</li> <li>• 2 sections in 2nd with 1 @ 27, 1 @ 29</li> <li>• 2 sections in 3rd with 1 @ 29, 1 @ 30</li> <li>• 2 sections in 4th with 1 @ 28, 1 @ 30</li> </ul>					
Briargate		1		2	1	4
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 30</li> <li>• 2 sections in 3rd with 2 @ 29</li> <li>• 1 section in 4th with 1 @ 31</li> </ul>					
Burton		1	1	1	1	4
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 28</li> <li>• 1 section in 2nd with 1 @ 25</li> <li>• 1 section in 3rd with 1 @ 31</li> <li>• 1 section in 4th with 1 @ 30</li> </ul>					
Colony Bend	1	1	1	1	2	6
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 25</li> <li>• 1 section in 1st with 1 @ 30</li> <li>• 1 section in 2nd with 1 @ 29</li> <li>• 1 section in 3rd with 1 @ 30</li> <li>• 2 sections in 4th with 1 @ 26, 1 @ 35</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Colony Meadows		2	1	3	3	9
	<ul style="list-style-type: none"> <li>• 2 sections in 1st with 1 @ 25, 1 @ 26</li> <li>• 1 section in 2nd with 1 @ 26</li> <li>• 3 sections in 3rd with 3 @ 30</li> <li>• 3 sections in 4th with 1 @ 24, 1 @ 27, 1 @ 28</li> </ul>					
Commonwealth	4	4	5	6	1	20
	<ul style="list-style-type: none"> <li>• 4 sections in K with 2 @ 31, 1 @ 32, 1 @ 33</li> <li>• 4 sections in 1st with 3 @ 30, 1 @ 31</li> <li>• 5 sections in 2nd with 5 @ 25</li> <li>• 6 sections in 3rd with 1 @ 23, 5 @ 25</li> <li>• 1 section in 4th with 1 @ 23</li> </ul>					
Cornerstone	3	4	4	5	6	22
	<ul style="list-style-type: none"> <li>• 3 sections in K with 2 @ 25, 1 @ 26</li> <li>• 4 sections in 1st with 1 @ 23, 2 @ 25, 1 @ 26</li> <li>• 4 sections in 2nd with 1 @ 24, 1 @ 26, 2 @ 28</li> <li>• 5 sections in 3rd with 3 @ 27, 1 @ 28, 1 @ 29</li> <li>• 6 sections in 4th with 2 @ 27, 3 @ 28, 1 @ 29</li> </ul>					
Drabek	2	2	2	2	2	10
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 25, 1 @ 30</li> <li>• 2 sections in 1st with 2 @ 30</li> <li>• 2 sections in 2nd with 1 @ 28, 1 @ 30</li> <li>• 2 sections in 3rd with 1 @ 28, 1 @ 31</li> <li>• 2 sections in 4th with 2 @ 31</li> </ul>					
Dulles	2	2	2	2	3	11
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 25, 1 @ 26</li> <li>• 2 sections in 1st with 1 @ 23, 1 @ 24</li> <li>• 2 sections in 2nd with 1 @ 24, 1 @ 26</li> <li>• 2 sections in 3rd with 2 @ 30</li> <li>• 3 sections in 4th with 1 @ 23, 1 @ 24, 1 @ 25</li> </ul>					
Early Literacy Center (158)	2	2				4
	<ul style="list-style-type: none"> <li>• 2 sections in K Bilingual with 1 @ 24, 1 @ 25</li> <li>• 2 section in 1st Bilingual with 1 @ 24, 1 @ 32</li> </ul>					
Fleming			1	1	1	3
	<ul style="list-style-type: none"> <li>• 1 section in 2nd with 1 @ 24</li> <li>• 1 section in 3rd with 1 @ 30</li> <li>• 1 section in 4th with 1 @ 31</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Glover	1	1	2	1	1	6
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 27</li> <li>• 1 section in 1st with 1 @ 24</li> <li>• 2 sections in 2nd with 1 @ 23, 1 @ 25</li> <li>• 1 section in 3rd with 1 @ 30</li> <li>• 1 section in 4th with 1 @ 23</li> </ul>					
Goodman	2	1	2	2	2	9
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 23</li> <li>• 1 section in K Bilingual with 1 @ 23</li> <li>• 1 section in 1st with 1 @ 28</li> <li>• 1 section in 2nd with 1 @ 31</li> <li>• 1 section in 2nd Bilingual with 1 @ 29</li> <li>• 1 section in 3rd with 1 @ 29</li> <li>• 1 section in 3rd Bilingual with 1 @ 31</li> <li>• 1 section in 4th with 1 @ 31</li> <li>• 1 section in 4th Bilingual with 1 @ 28</li> </ul>					
Heritage Rose	2	1	2	2	2	9
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 26</li> <li>• 1 section in K Bilingual with 1 @ 34</li> <li>• 1 section in 1st Bilingual with 1 @ 28</li> <li>• 1 section in 2nd with 1 @ 26</li> <li>• 1 section in 2nd Bilingual with 1 @ 32</li> <li>• 1 section in 3rd with 1 @ 23</li> <li>• 1 section in 3rd Bilingual with 1 @ 27</li> <li>• 1 section in 4th with 1 @ 31</li> <li>• 1 section in 4th Bilingual with 1 @ 23</li> </ul>					
Highlands		1	2		2	5
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 25</li> <li>• 2 sections in 2nd with 1 @ 24, 1 @ 25</li> <li>• 2 sections in 4th with 1 @ 24, 1 @ 26</li> </ul>					
Holley		1	1	1	2	5
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 24</li> <li>• 1 section in 2nd with 1 @ 29</li> <li>• 1 section in 3rd with 1 @ 29</li> <li>• 1 section in 4th with 1 @ 28</li> <li>• 1 section in 4th with Bilingual 1 @ 24</li> </ul>					
Hunters Glen	1	1		1	1	4
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 23</li> <li>• 1 section in 1st with 1 @ 29</li> <li>• 1 section in 3rd with 1 @ 23</li> <li>• 1 section in 4th with 1 @ 30</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Jones	1	1	1	1	1	5
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 27</li> <li>• 1 section in 1st with 1 @ 29</li> <li>• 1 section in 2nd with 1 @ 27</li> <li>• 1 section in 3rd with 1 @ 23</li> <li>• 1 section in 4th with 1 @ 23</li> </ul>					
Jordan	1		1			2
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 29</li> <li>• 1 section in 2nd with 1 @ 23</li> </ul>					
Lantern Lane	1	1			1	3
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 27</li> <li>• 1 section in 1st with 1 @ 28</li> <li>• 1 section in 4th with 1 @ 30</li> </ul>					
Leonetti			3	2	2	7
	<ul style="list-style-type: none"> <li>• 3 sections in 2nd with 1 @ 23, 2 @ 24</li> <li>• 2 sections in 3rd with 1 @ 23, 1 @ 24</li> <li>• 2 sections in 4th with 1 @ 30, 1 @ 31</li> </ul>					
Lexington Creek		2	2	1	2	7
	<ul style="list-style-type: none"> <li>• 2 sections in 1st with 1 @ 26, 1 @ 27</li> <li>• 2 sections in 2nd with 1 @ 25, 1 @ 26</li> <li>• 1 section in 3rd with 1 @ 23</li> <li>• 2 sections in 4th with 1 @ 26, 1 @ 27</li> </ul>					
Malala	3	4	4	4	4	19
	<ul style="list-style-type: none"> <li>• 3 sections in K with 1 @ 24, 2 @ 25</li> <li>• 4 sections in 1st with 1 @ 23, 2 @ 25, 1 @ 26</li> <li>• 4 sections in 2nd with 1 @ 23, 2 @ 24, 1 @ 25</li> <li>• 4 sections in 3rd with 1 @ 23, 1 @ 24, 2 @ 28</li> <li>• 4 sections in 4th with 1 @ 25, 2 @ 26, 1 @ 27</li> </ul>					
Madden	3	3	4	4	3	17
	<ul style="list-style-type: none"> <li>• 3 sections in K with 1 @ 24, 1 @ 28, 1 @ 30</li> <li>• 3 sections in 1st with 1 @ 27, 1 @ 28, 1 @ 29</li> <li>• 4 sections in 2nd with 2 @ 24, 2 @ 27</li> <li>• 4 sections in 3rd with 1 @ 25, 3 @ 26</li> <li>• 3 sections in 4th with 1 @ 27, 1 @ 29, 1 @ 30</li> </ul>					
Meadows	1	1	1	1	1	5
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 26</li> <li>• 1 section in 1st with 1 @ 26</li> <li>• 1 section in 2nd with 1 @ 31</li> <li>• 1 section in 3rd with 1 @ 26</li> <li>• 1 section in 4th with 1 @ 24</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Mission Bend				1		1
	• 1 section in 3rd with 1 @ 26					
Mission Glen				1		1
	• 1 section in 3rd with 1 @ 26					
Mission West		1		1	2	4
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 23</li> <li>• 1 section in 3rd with 1 @ 29</li> <li>• 1 section in 4th with 1 @ 28</li> <li>• 1 section in 4th Bilingual with 1 @ 26</li> </ul>					
Neil	2	2	3	3	3	13
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 28, 1 @ 29</li> <li>• 2 sections in 1st with 2 @ 28</li> <li>• 3 sections in 2nd with 1 @ 25, 1 @ 28, 1 @ 31</li> <li>• 3 sections in 3rd with 1 @ 26, 1 @ 28, 1 @ 29</li> <li>• 3 sections in 4th with 1 @ 23, 2 @ 25</li> </ul>					
Oakland	2	1	2	1	2	8
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 28, 1 @ 29</li> <li>• 1 section in 1st with 1 @ 31</li> <li>• 2 sections in 2nd with 1 @ 29, 1 @ 30</li> <li>• 1 section in 3rd with 1 @ 30</li> <li>• 2 sections in 4th with 1 @ 27, 1 @ 28</li> </ul>					
Oyster Creek	2	2	2	3	2	11
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 29, 1 @ 30</li> <li>• 2 sections in 1st with 1 @ 29, 1 @ 30</li> <li>• 2 sections in 2nd with 1 @ 24, 1 @ 30</li> <li>• 3 sections in 3rd with 2 @ 27, 1 @ 29</li> <li>• 2 sections in 4th with 1 @ 23, 1 @ 25</li> </ul>					
Palmer	1		2	1	3	7
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 30</li> <li>• 2 sections in 2nd with 1 @ 29, 1 @ 30</li> <li>• 1 section in 3rd with 1 @ 29</li> <li>• 3 sections in 4th with 1 @ 24, 1 @ 28, 1 @ 29</li> </ul>					
Patterson	1	2	1	2	2	8
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 24</li> <li>• 2 sections in 1st with 2 @ 29</li> <li>• 1 section in 2nd with 1 @ 23</li> <li>• 2 sections in 3rd with 1 @ 24, 1 @ 30</li> <li>• 2 sections in 4th with 2 @ 24</li> </ul>					
Pecan Grove				1		1
	• 1 section in 3rd with 1 @ 28					164

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Quail Valley	1		1			2
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 23</li> <li>• 1 section in 2nd with 1 @ 28</li> </ul>					
Ridgegate				2	1	3
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 25</li> <li>• 1 section in 3rd Bilingual with 1 @ 29</li> <li>• 1 section in 4th Bilingual with 1 @ 28</li> </ul>					
Ridgemont					1	1
	<ul style="list-style-type: none"> <li>• 1 section in 4th Bilingual with 1 @ 27</li> </ul>					
Rosa Parks	1	1	1	1	1	5
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 31</li> <li>• 1 section in 1st with 1 @ 26</li> <li>• 1 section in 2nd with 1 @ 27</li> <li>• 1 section in 3rd with 1 @ 27</li> <li>• 1 section in 4th with 1 @ 28</li> </ul>					
Scanlan Oaks	1	1	1	1	1	5
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 29</li> <li>• 1 section in 1st with 1 @ 30</li> <li>• 1 section in 2nd with 1 @ 28</li> <li>• 1 section in 3rd with 1 @ 28</li> <li>• 1 section in 4th with 1 @ 28</li> </ul>					
Schiff	1	3	2	3	3	12
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 25</li> <li>• 3 sections in 1st with 2 @ 23, 1 @ 27</li> <li>• 2 sections in 2nd with 1 @ 28, 1 @ 31</li> <li>• 3 sections in 3rd with 1 @ 28, 2 @ 29</li> <li>• 3 sections in 4th with 2 @ 29, 1 @ 30</li> </ul>					
Seguin			2	2	1	5
	<ul style="list-style-type: none"> <li>• 2 sections in 2nd with 1 @ 26, 1 @ 42</li> <li>• 2 sections in 3rd with 1 @ 28, 1 @ 31</li> <li>• 1 section in 4th with 1 @ 27</li> </ul>					
Settlers Way	2	2	2	3	2	11
	<ul style="list-style-type: none"> <li>• 2 sections in K with 2 @ 25</li> <li>• 2 sections in 1st with 2 @ 28</li> <li>• 2 sections in 2nd with 1 @ 29, 1 @ 30</li> <li>• 3 sections in 3rd with 1 @ 24, 1 @ 28, 1 @ 31</li> <li>• 2 sections in 4th with 1 @ 30, 1 @ 31</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Sienna Crossing	2	3	3	3	3	14
	<ul style="list-style-type: none"> <li>• 2 sections in K with 2 @ 30</li> <li>• 3 sections in 1st with 2 @ 24, 1 @ 25</li> <li>• 3 sections in 2nd with 1 @ 27, 2 @ 28</li> <li>• 3 sections in 3rd with 1 @ 27, 1 @ 28, 1 @ 30</li> <li>• 3 sections in 4th with 1 @ 23, 2 @ 24</li> </ul>					
Sullivan	4	5	6	6	7	28
	<ul style="list-style-type: none"> <li>• 4 sections in K with 1 @ 26, 1 @ 27, 1 @ 28, 1 @ 29</li> <li>• 5 sections in 1st with 2 @ 24, 1 @ 25, 2 @ 26</li> <li>• 6 sections in 2nd with 1 @ 24, 4 @ 26, 1 @ 27</li> <li>• 6 sections in 3rd with 3 @ 26, 3 @ 27</li> <li>• 7 sections in 4th with 1 @ 24, 3 @ 25, 2 @ 26, 1 @ 27</li> </ul>					
Sugar Mill				1		1
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 23</li> </ul>					
Townewest	1	1	1		1	4
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 26</li> <li>• 1 section in 1st with 1 @ 29</li> <li>• 1 section in 2nd with 1 @ 31</li> <li>• 1 section in 4th with 1 @ 30</li> </ul>					
Walker Station	2	3		3	3	11
	<ul style="list-style-type: none"> <li>• 2 sections in K with 2 @ 25</li> <li>• 3 sections in 1st with 3 @ 23</li> <li>• 3 sections in 3rd with 1 @ 29, 2 @ 30</li> <li>• 3 sections in 4th with 1 @ 23, 1 @ 27, 1 @ 29</li> </ul>					

23- (42)      24 - (43)      25 - (50)      26 - (42)      27 - (37)      28 - (46)      Total - (376) 12.18.20  
 29 - (41)      30 - (45)      31 - (23)      32 - (3)      33 - (1)      34 - (1)  
 35 - (1)      342- (1)

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Armstrong				1		1
	• 1 section in 3rd with 1 @ 23					
Austin Parkway		2	2	2		6
	• 2 sections in 1st with 1 @ 24, 1 @ 26 • 2 sections in 2nd with 1 @ 25, 1 @ 29 • 2 sections in 3rd with 1 @ 25, 1 @ 28					
Barrington Place		1				1
	• 1 section in 1st with 1 @ 26					
Brazos Bend			1	1	2	4
	• 1 section in 2nd with 1 @ 28 • 1 section in 3rd with 1 @ 26 • 2 sections in 4th with 2 @ 26					
Burton		1		1	1	3
	• 1 section in 1st with 1 @ 24 • 1 section in 3rd with 1 @ 27 • 1 section in 4th with 1 @ 26					
Colony Bend			1	1	1	3
	• 1 section in 2nd with 1 @ 24 • 1 section in 3rd with 1 @ 34 • 1 section in 4th with 1 @ 36					
Colony Meadows		2	1	3	2	8
	• 2 sections in 1st with 2 @ 23 • 1 section in 2nd with 1 @ 25 • 3 sections in 3rd with 1 @ 24, 1 @ 28, 1 @ 29 • 2 sections in 4th with 1 @ 23, 1 @ 28					
Commonwealth	4	3	4	4	5	20
	• 4 sections in K with 2 @ 27, 2 @ 28 • 3 sections in 1st with 1 @ 26, 2 @ 27 • 4 sections in 2nd with 1 @ 26, 2 @ 28, 1 @ 29 • 4 sections in 3rd with 1 @ 30, 3 @ 31 • 5 sections in 4th with 2 @ 25, 2 @ 26, 1 @ 27					
Cornerstone	2	3	4	5	5	19
	• 2 sections in K with 1 @ 30, 1 @ 31 • 3 sections in 1st with 1 @ 27, 1 @ 29, 1 @ 30 • 4 sections in 2nd with 1 @ 23, 1 @ 24, 1 @ 25, 1 @ 26 • 5 sections in 3rd with 1 @ 25, 4 @ 26 • 5 sections in 4th with 1 @ 29, 3 @ 30, 1 @ 31					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Drabek	1	1		2	1	5
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 24</li> <li>• 1 section in 1st with 1 @ 28</li> <li>• 2 sections in 3rd with 1 @ 25, 1 @ 26</li> <li>• 1 sections in 4th with 1 @ 24</li> </ul>					
Dulles			2	2	1	5
	<ul style="list-style-type: none"> <li>• 2 sections in 2nd with 1 @ 24, 1 @ 25</li> <li>• 2 sections in 3rd with 1 @ 26, 1 @ 27</li> <li>• 1 section in 4th with 1 @ 24</li> </ul>					
Early Literacy Center (158)	1					1
	<ul style="list-style-type: none"> <li>• 1 section in K Bilingual with 1 @ 30</li> </ul>					
Fleming				1	1	2
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 29</li> <li>• 1 section in 4th with 1 @ 26</li> </ul>					
Goodman	2	1	2	2	1	8
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 24</li> <li>• 1 section in K Bilingual with 1 @ 23</li> <li>• 1 section in 1st with 1 @ 25</li> <li>• 1 section in 2nd with 1 @ 26</li> <li>• 1 section in 2nd Bilingual with 1 @ 26</li> <li>• 1 section in 3rd with 1 @ 26</li> <li>• 1 section in 3rd Bilingual with 1 @ 26</li> <li>• 1 section in 4th with 1 @ 27</li> </ul>					
Heritage Rose	1		1			2
	<ul style="list-style-type: none"> <li>• 1 section in K Bilingual with 1 @ 29</li> <li>• 1 section in 2nd Bilingual with 1 @ 25</li> </ul>					
Highlands		1	1			2
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 29</li> <li>• 1 section in 2nd with 1 @ 35</li> </ul>					
Holley			1	1		2
	<ul style="list-style-type: none"> <li>• 1 section in 2nd with 1 @ 24</li> <li>• 1 section in 3rd with 1 @ 27</li> </ul>					
Hunters Glen					1	1
	<ul style="list-style-type: none"> <li>• 1 section in 4th with 1 @ 29</li> </ul>					
Jones	1					1
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 23</li> </ul>					
Lantern Lane		1			1	2
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 26</li> <li>• 1 section in 4th with 1 @ 25</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Leonetti	1		2	1	2	6
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 27</li> <li>• 2 sections in 2nd with 1 @ 25, 1 @ 28</li> <li>• 1 section in 3rd with 1 @ 26</li> <li>• 2 sections in 4th with 1 @ 25, 1 @ 26</li> </ul>					
Lexington Creek					2	2
	<ul style="list-style-type: none"> <li>• 2 sections in 4th with 2 @ 23</li> </ul>					
Malala	3	4	4	2	2	15
	<ul style="list-style-type: none"> <li>• 3 sections in K with 1 @ 23, 2 @ 24</li> <li>• 4 sections in 1st with 1 @ 23, 3 @ 29</li> <li>• 4 sections in 2nd with 1 @ 23, 2 @ 25, 1 @ 29</li> <li>• 2 sections in 3rd with 2 @ 23</li> <li>• 2 sections in 4th with 2 @ 23</li> </ul>					
Madden	1	2	2	3	2	10
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 23</li> <li>• 2 sections in 1st with 1 @ 23, 1 @ 28</li> <li>• 2 sections in 2nd with 1 @ 23, 1 @ 24</li> <li>• 3 sections in 3rd with 2 @ 23, 1 @ 24</li> <li>• 2 sections in 4th with 1 @ 24, 1 @ 26</li> </ul>					
Meadows			1	1		2
	<ul style="list-style-type: none"> <li>• 1 section in 2nd with 1 @ 26</li> <li>• 1 section in 3rd with 1 @ 23</li> </ul>					
Mission Bend				1		1
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 24</li> </ul>					
Mission Glen				1		1
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 26</li> </ul>					
Mission West				1		1
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 26</li> </ul>					
Neil	2	1	2	2	2	9
	<ul style="list-style-type: none"> <li>• 2 sections in K with 2 @ 30</li> <li>• 1 section in 1st with 1 @ 24</li> <li>• 2 sections in 2nd with 1 @ 29, 1 @ 30</li> <li>• 2 sections in 3rd with 2 @ 23</li> <li>• 2 sections in 4th with 1 @ 23, 1 @ 30</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Oakland	2	1	2	1	1	7
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 23, 1 @ 25</li> <li>• 1 section in 1st with 1 @ 29</li> <li>• 2 sections in 2nd with 1 @ 25, 1 @ 28</li> <li>• 1 section in 3rd with 1 @ 29</li> <li>• 1 section in 4th with 1 @ 26</li> </ul>					
Oyster Creek		1	2	3	2	8
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 29</li> <li>• 2 sections in 2nd with 1 @ 27, 1 @ 28</li> <li>• 3 sections in 3rd with 2 @ 24, 1 @ 25</li> <li>• 2 sections in 4th with 1 @ 26, 1 @ 28</li> </ul>					
Palmer	1	1	2	1	2	7
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 24</li> <li>• 1 section in 1st with 1 @ 26</li> <li>• 2 sections in 2nd with 1 @ 23, 1 @ 24</li> <li>• 1 section in 3rd with 1 @ 23</li> <li>• 2 sections in 4th with 1 @ 29, 1 @ 30</li> </ul>					
Patterson		1		1	3	5
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 23</li> <li>• 1 section in 3rd with 1 @ 26</li> <li>• 3 sections in 4th with 1 @ 23, 2 @ 26</li> </ul>					
Quail Valley			1			1
	<ul style="list-style-type: none"> <li>• 1 section in 2nd with 1 @ 24</li> </ul>					
Ridgegate				2	1	3
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 23</li> <li>• 1 section in 3rd Bilingual with 1 @ 29</li> <li>• 1 section in 4th Bilingual with 1 @ 25</li> </ul>					
Rosa Parks	1	1		1		3
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 24</li> <li>• 1 section in 1st with 1 @ 31</li> <li>• 1 section in 3rd with 1 @ 27</li> </ul>					
Scanlan Oaks		1		1	1	3
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 24</li> <li>• 1 section in 3rd with 1 @ 29</li> <li>• 1 section in 4th with 1 @ 30</li> </ul>					

Campus Name	Exception Requested by Grade Level/Explanation					Total Exception Requested for Campus
	K	1	2	3	4	
Schiff	2	2	2	2	2	10
	<ul style="list-style-type: none"> <li>• 2 sections in K with 1 @ 23, 1 @ 25</li> <li>• 2 sections in 1st with 1 @ 26, 1 @ 28</li> <li>• 2 sections in 2nd with 1 @ 23, 1 @ 25</li> <li>• 2 sections in 3rd with 1 @ 31, 1 @ 32</li> <li>• 2 sections in 4th with 1 @ 28, 1 @ 31</li> </ul>					
Seguin				1		1
	<ul style="list-style-type: none"> <li>• 1 section in 3rd with 1 @ 23</li> </ul>					
Settlers Way		2	2	3	2	9
	<ul style="list-style-type: none"> <li>• 2 sections in 1st with 1 @ 25, 1 @ 26</li> <li>• 2 sections in 2nd with 1 @ 25, 1 @ 27</li> <li>• 3 sections in 3rd with 1 @ 23, 1 @ 24, 1 @ 25</li> <li>• 2 sections in 4th with 2 @ 30</li> </ul>					
Sienna Crossing	1	2	2	2	2	9
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 30</li> <li>• 2 sections in 1st with 1 @ 25, 1 @ 26</li> <li>• 2 sections in 2nd with 1 @ 24, 1 @ 26</li> <li>• 2 sections in 3rd with 2 @ 29</li> <li>• 2 sections in 4th with 1 @ 24, 1 @ 29</li> </ul>					
Sullivan	4	4	4	5	6	23
	<ul style="list-style-type: none"> <li>• 4 sections in K with 1 @ 24, 2 @ 25, 1 @ 26</li> <li>• 4 sections in 1st with 1 @ 27, 1 @ 28, 1 @ 29, 1 @ 30</li> <li>• 4 sections in 2nd with 1 @ 26, 1 @ 28, 2 @ 29</li> <li>• 5 sections in 3rd with 1 @ 26, 2 @ 28, 2 @ 29</li> <li>• 6 sections in 4th with 1 @ 26, 1 @ 27, 4 @ 28</li> </ul>					
Townewest		1	1		1	3
	<ul style="list-style-type: none"> <li>• 1 section in 1st with 1 @ 25</li> <li>• 1 section in 2nd with 1 @ 24</li> <li>• 1 section in 4th with 1 @ 23</li> </ul>					
Walker Station	1	2	1	2	1	7
	<ul style="list-style-type: none"> <li>• 1 section in K with 1 @ 25</li> <li>• 2 sections in 1st with 1 @ 27, 1 @ 29</li> <li>• 1 section in 2nd with 1 @ 26</li> <li>• 2 sections in 3rd with 1 @ 23, 1 @ 25</li> <li>• 1 section in 4th with 1 @ 24</li> </ul>					

**23- (37)**      **24 - (31)**      **25 - (31)**      **26 - (44)**      **27 - (17)**      **28 - (24)**      **Total - (242)**      3.9.21  
**29 - (29)**      **30 - (17)**      **31 - (8)**      **32 - (1)**      **34 - (1)**      **35 - (1)**  
**36 - (1)**

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Action: Comprehensive Health Services**  
**References: Board Policy FFA (Legal)**  
**Board Goal 4**  
**Department: Academic Affairs**

**Recommendation**

Consideration and possible approval of the expansion of school-based health services related to mental health.

**Summary**

The Administration conducted a public hearing on Wednesday, March 24, 2021, in compliance with Policy FFA (Legal) and Chapter 38 of the Texas Education Code. During the hearing, staff provided information including but not limited to the following:

- All health-care services to be provided;
- Whether Federal Law permits or requires any health-care service provided to be kept confidential from parents;
- Whether a child’s medical records will be accessible to the parent;
- Information concerning grant funds to be used;
- The titles of persons who will have access to the medical records of a student; and
- The security measures that will be used to protect the privacy of students’ medical records.

This recommended action is intended to fulfill additional requirements set forth in policy and the Texas Education Code that the Board of Trustees must take a record vote to approve expansion of school-based health services.

Charles E. Dupre  
Superintendent of Schools

Submitted by:

Beth Martinez  
Chief Academic Officer

**For: Fort Bend ISD Board of Trustees**  
**Date: March 29, 2021**  
**Action: Information and Discussion**

### **Summary**

As of the date this agenda was prepared, the following meetings are planned, along with the tentative agenda items listed (in addition to routine agenda items).

### **March 31, 2021**

- Conduct Planning Meeting with Superintendent Search Firm

### **April 5, 2021**

- Conduct Board Team Building

### **April 12, 2021**

- Conduct Board Self Appraisal

### **April 2021**

- Information Items
  - Special Populations Update (Bilingual/ESL, Gifted & Talented, and Special Education)
  - Student Discipline Update, including Disproportionality
  - Microsoft Showcase School Partnership Update
  - Required Public Report on Board of Trustees' Continuing Education/Training
  - 2021-22 Planning and Budgeting Update
- Consideration and Possible Action
  - Transportation Hazardous Routes
  - Employment Contracts

### **May 2021**

- Information Items
  - Facilities Master Plan Update
  - 2021-22 Planning and Budgeting Update
- Consideration and Possible Action
  - Swear-in Trustees Elected in May 1 Election
  - Elect Board Officers

## **June 2021**

- Information Items
  - 2020 Vision College and Career Readiness
  - Conduct Public Hearing on 2021-22 Budget and Tax Rate
  
- Consideration and Possible Action
  - 2021-22 Budget Adoption