

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

Monday, November 15, 2021

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Notice is hereby given that a Board of Trustees Public Budget Hearing will be held on Monday, November 15, 2021, beginning at 6:00 PM in the Board Room of the Fort Bend ISD Administration Building, 16431 Lexington Blvd., Sugar Land, TX 77479. Members of the public may also register to

address the Board at the following address:

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

1. Call to order at 6:00 PM with announcement by the chair as to the presence of a quorum, 4 that the meeting has been duly called and that notice of the meeting has been posted for the time and manner required by law.
2. Pledge of Allegiance
3. Invocation
4. Recognitions 5
5. Audience Items
6. Information 6
  - A. District staff will present the initial District and Campus Improvement Plan formative review update.
7. Board Members' Report 6
  - A. Activity Report
  - B. Special Reports
8. 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.*
  - A. Board Governance

1. Consider approval of a resolution casting the District's vote entitlement for the Board of Directors of the Fort Bend Central Appraisal District. 84

2. Consider approval of previous meeting minutes. 87

B. Board Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

1. Consider approval for the Superintendent to negotiate and execute the Event License Agreement, and other related agreements between Fort Bend ISD and Toyota Center in Houston, TX as the venue to conduct the 2021-22 Commencement exercises. 115

C. Board Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

1. Consider approval of the 2021-22 School Health Advisory Committee (SHAC) membership roster. 116

D. Board Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

1. Consider approval and acknowledgement of non-cash donation from Honeywell 119

E. Scalable Systems

1. Review Purchases Exceeding \$50,000. Specifically for: 135

a. Consider approval of Professional Services Agreement with MASS Design Group under BP29 (James Reese CTC Project) for the design of an outdoor learning environment. 136

b. Consider approval of 12 month extension to the existing lease contract with Mobile Modular Management Corporation. 152

c. Consider approval for continued purchase of Plan4Learning and TitleCrater software platforms from 806 Technologies. 154

d. Consider approval of continued purchase of campus security management systems and equipment from Raptor Technologies, LLC. 156

e. Consider approval of Districtwide painting services. 158

f. Consider approval for purchase of water treatment chemicals and related services. 162

g. Consider approval to include Hall Stadium in the Turf and Athletic Renovation Package. 166

h. Consider approval for continued purchase of kitchen grease trap removal, cleaning, and related services. 170

i. Consider approval for the renewal of Mesa Cloud, Inc., a transcript and schedule auditing platform. 175

j. Consider approval for annual support for TestHound, Auto Pilot Toolkit, and Performance Tracker Toolkit subscriptions from Education Advanced, Inc. 177

2. Consider approval of a Water Meter Easement Agreement with Sienna Municipal Utility District No. 6 for ES #54. 179

3. Consider approval to execute an easement with the City of Sugar Land along the north side of the FBISD Annex Building. 185

9. Action

A. Consider previously adopted face covering mandate. 205

10. 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.

11. Reconvene in Open Session

12. Consider Action on Closed Session Items

13. Adjournment

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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: November 15, 2021  
Agenda Review/Regular Meeting  
Comparison**

**Summary**

Staff revised, added, removed, or moved the following agenda items following the initial release on November 8, 2021. A brief explanation is included:

***Items Revised Following the Initial Release on November 8, 2021.***

- **8E1a: Consider approval of Professional Services Agreement with MASS Design Group under BP20 (James Reese CTC Project) for the design of an outdoor learning environment.** At the request of the board staff amended the agenda to read “outdoor learning environment,” instead of plaza. Staff also added the presentation at the request of the Board.
- **8E1b: Consider approval of 12-month extension to the existing lease contract with Mobile Modular Management Corporation.** Staff updated the purchasing agenda with the correct Buy Board number.

***Items Added Following the Initial Release on November 8, 2021.***

- **4: Recognitions:** Staff added the agenda item.
- **Information:** Staff added an information item regarding the District and Campus Improvement Plan formative review update.

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 2021**  
**Action: Recognitions**  
**Department: Communications**

**Recommendation**

The Administration recommends that the Board recognize:

- Student from Austin High School for leading the Pledges of Allegiance
- Austin High School percussion ensemble for being selected to perform at the 2021 Midwest Clinic

**Summary**

Sydney Olszewski, a senior at Austin High School, was selected by her school principal to lead the Pledges of Allegiance. Sydney was chosen for her leadership skills. She leads a squad of over 150 cadets in the Austin High School JROTC program. She spearheaded a September 11 ceremony and led her cadets in a display of remembrance and has spoken to her principal about the importance of mental health assistance on campus to students. Sydney also excels academically.

Austin High School percussion ensemble were chosen to perform at the prestigious 2021 Midwest Clinic annual conference. The ensemble was selected out of hundreds of applications submitted. This clinic is the world's largest band and orchestra directors conference with other 18,000 attendees from 50 states and more than 30 countries.

Recommended by:

Dr. Christie Whitbeck  
Superintendent of Schools

Submitted by:

Veronica V. Sopher  
Chief Communications Officer

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 2021**  
**Action: Information: District and Campus  
Improvement Plan Formative Update**  
**References: Board Policy BQ (Legal and Local)**  
**Department: Human Resources - Organizational  
Transformation**

### **Summary**

The Administration will present the District and Campus Improvement Plan (DIP,CIP) initial formative review update.

### **Background**

Using the District's Strategic Framework, District and campus leaders focused on the Mission, Vision, Profile of a Graduate and District Goals to anchor continuous improvement efforts toward improving student outcomes. District leaders facilitated the District and Campus Improvement Planning process to ensure areas of focus for improvement are articulated in performance objectives.

In October, the Board of Trustees approved the annual District and Campus Improvement Plan performance objectives. Throughout this year, both District and Campus level, staff will engage in four formative reviews of evidence to identify progress towards defined outcomes. In November, March, and July, staff will present updates on the formative review process to the Board of Trustees.

The November Formative review will include information on beginning of year (BOY) academic screener data, certification status of staff, student attendance, the Campus Support Team walk through data, and an update for the campus improvement plan progress.

Administration will provide a memo detailing the formative data prior to the November Board meeting.

Recommended by:

Dr. Christie Whitbeck  
Superintendent of Schools

Submitted by:

Stephanie Williams  
Executive Director Organizational Transformation

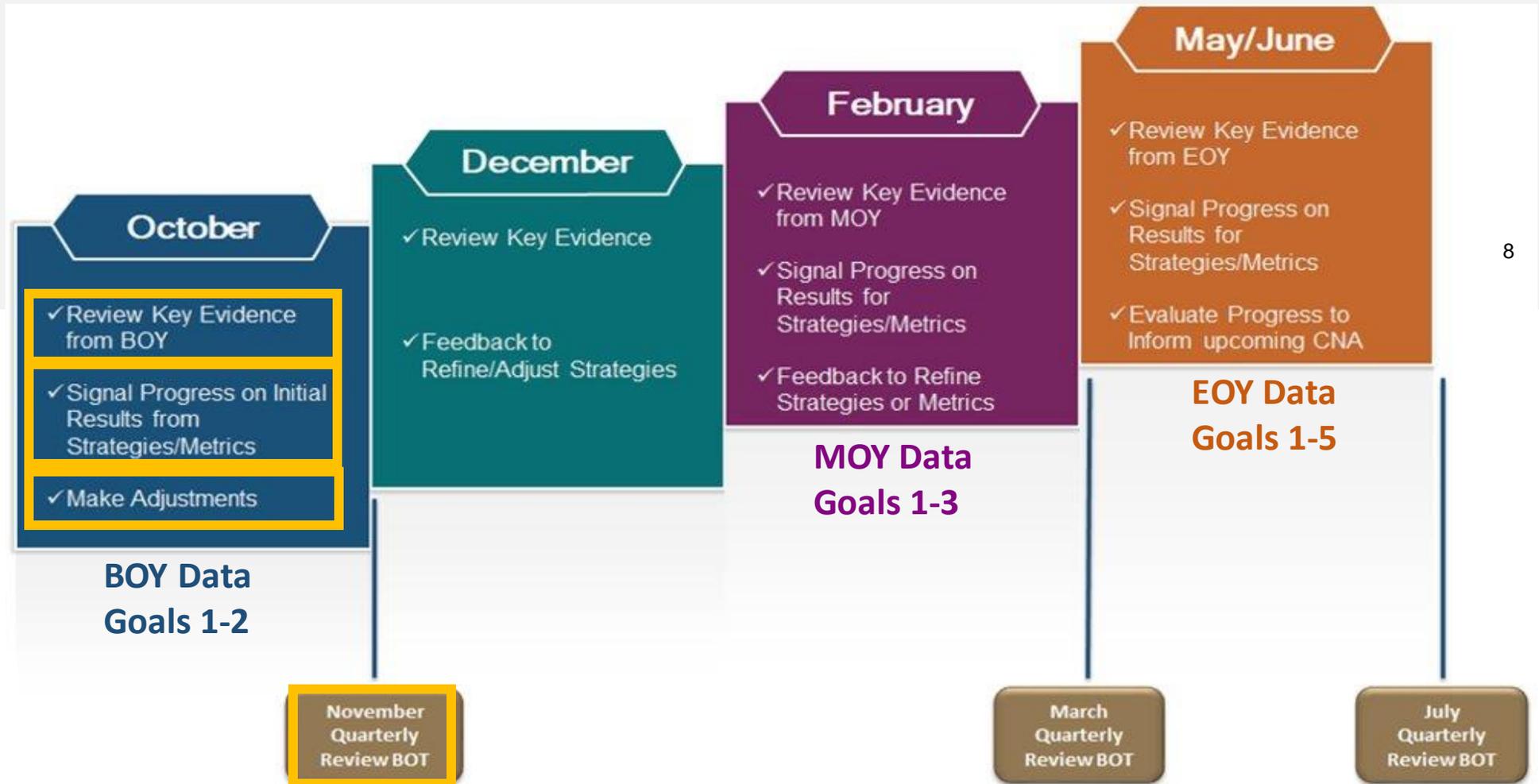
The background of the slide is a photograph of a classroom. In the foreground, a young Black girl with her hair styled in braids is focused on writing in a notebook with a purple pen. Other students are visible in the background, some looking towards the camera and others looking down at their work. The lighting is bright and natural, suggesting a daytime classroom setting.

COMMITTED TO  
**E★cellence**

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**DIP Formative Review – 1st Quarter**  
Nov 15, 2021

# DIP Formative Review





# Data Sources for 1st Formative

- **Universal Screener Data – BOY**
  - **REN360 – Early Literacy, Reading, and Math**
  - **CIRCLE – Literacy, Numeracy**
  - **BAS/SEL – Literacy**
  - **TxKea – Math**
- **Attendance**
- **Teacher Retention & Certification**
- **Whole Child Health Services**
- **CST Instructional Walk Throughs**
  - **Curriculum Alignment English, Math, Science, Social Studies**
  - **Student Ownership of Behavior Practices**

# Goal 1, Perf Obj 1: Literacy

Campus Support Team observations show improvement in campuses meeting the Scope and Sequence Target and meeting all three curriculum alignment targets.

HB3: Grades 1 and 2 (10% difference) are performing closer to the yearly targets than Kinder (25% difference).

BAS and SEL assessments were administered to 1st and 2nd Grade. Data represents baseline data. Participation was low.

REN 360 performance shows that literacy performance for BOY "at or above benchmark" ranges from 42-62% across grade levels.

# Goal 1, Perf Obj 2: Math and Numeracy

Campus Support Team observations show improvement in campuses meeting the Scope and Sequence Target and meeting all three curriculum alignment targets.

HB3: PreK through Grade 2 have a 9-14% difference in the BOY performance vs the EOY yearly targets.

TxKea was administered to kindergarten students for the first time during the BOY assessment window, therefore the current data represents baseline data.

REN 360 performance shows that numeracy performance at or above benchmark ranges from 63-77% across grade levels.

# Goal 1, Perf Obj 3: Science and Social Studies

Campus Support Team observations show improvement in campuses meeting the Scope and Sequence Target and meeting all three curriculum alignment targets.

Science and Social Studies District learning Assessment data will be reported at the conclusion of Quarter 2 to allow for all content areas to administer at least one learning assessment during the fall semester.

# NEXT STEPS

Implementation of job embedded professional learning to analyze student work with artifacts.

Implement PLC protocols. Engage teachers in PLC unit and concept planning protocols.

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Model Instructional Model implementation within teacher professional learning including (Team Leader, Department Head, IC).

Systematic intervention systems for all campuses to meet accelerated instruction requirements (HB 4545).

# Goal 1, Perf Obj 4: Closing the Gaps [RDA]

## Literacy Gaps (% below district average)

• African-American	14%
• Emergent Bilingual (ESL)	15%
• Identified Eco-Dis	15%
• Hispanic	16%
• Bilingual	17%
• Identified Homeless	18%
• Identified Title I	21%
• Served in SPED	32%
• Identified Foster	32%
• Students with Dyslexia	38%

## Mathematics Gaps (% below district average)

• Emergent Bilingual (ESL)	9%
• Hispanic	13%
• Identified Eco-Dis	14%
• African-American	15%
• Bilingual	16%
• Identified Homeless	19%
• Identified Title I	23%
• Students with Dyslexia	33%
• Served in SPED	36%
• Identified Foster	37%

# NEXT STEPS

Strategic placement of additional staffing for identified campuses (itinerate LITs), additional LITs or BLITs.

Providing PD, Coaching, Modeling, etc. for special education service and support.

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Leverage campus EL Specialists and Bilingual Specialists to build capacity of all teachers of EB students.

Use supplemental staffing packages (instructional coach, interventionist, etc.) at Title I campuses.

Utilize Dyslexia Intervention (Project Read; Reading by Design) for identified students and progress monitoring for fluency.

# Goal 1, Perf Obj 5: PreK

PreK enrollment is up for the 2021-22 school year. 280 more students are currently enrolled than 20-21.

CIRCLE data shows 66% of students are "on track" in reading.

CIRCLE data shows 81% are "on track" in math.

# NEXT STEPS

Continued marketing for PreK enrollment.

Job-Embedded professional learning opportunities that target areas of need.

Bi-weekly PreK Teacher Newsletter with early childhood best practices.

# Goal 1, Perf Obj 6: Teacher Retention

The baseline teacher turnover rate has been established as **16.01%**.

SPED teacher vacancies are higher than 1st semester last year at all levels.

Bilingual and ESL certifications are maintaining overall and show a 2% increase in elementary Bilingual and ESL teachers.

Title I campus vacancies are higher than 1st semester last year at all levels.

# NEXT STEPS

Continue collecting data regarding teacher retention, such as reasons teachers indicate for leaving on exit forms.

Implementation of ESL Structured Support Plan for teachers who are not ESL certified to assist in obtaining certification.

Expand SPED Grow Your Own program to help paras gain SPED certification.

# Goal 2, Perf Obj 1: Multi-Tiered System of Support

477 student requests through the online MTSS Whole Child Health Referral Forms for services were received as of 10-21-21

236 students received Tier 3 supports from FBISD or community mental health counselors in the months of August and September.

The current system in place has allowed the department to begin gathering data to review services offered by campuses.

# Goal 2, Perf Obj 2: Student Ownership of Behavior

These Student Ownership of Behavior items have not been collected prior to this year, so this is initial baseline data.

Variable use of the Behavior Framework provides information to inform training plans

The use of respect agreements is the most utilized practice

29% of classes had observable collaboration between students

These indicators would not be seen in every classroom at the same rate as the academic curricular indicators.

# Goal 2, Perf Obj 3: Discipline Disproportionality

DVM should maintain a rate of 2.0 or below.

- The disproportionality indicator for discretionary DAEP placement is below the 2.0 threshold for African American students (Indicator #6).

RDA risk ratio rate should maintain a rate of 2.5 or below.

- Based on RDA calculations, African American, SPED students are above the rate of 2.5 for ISS, OSS, and Total Removals.

# NEXT STEPS

Work with partners to create a system that quickly provides real time discipline data with campuses.

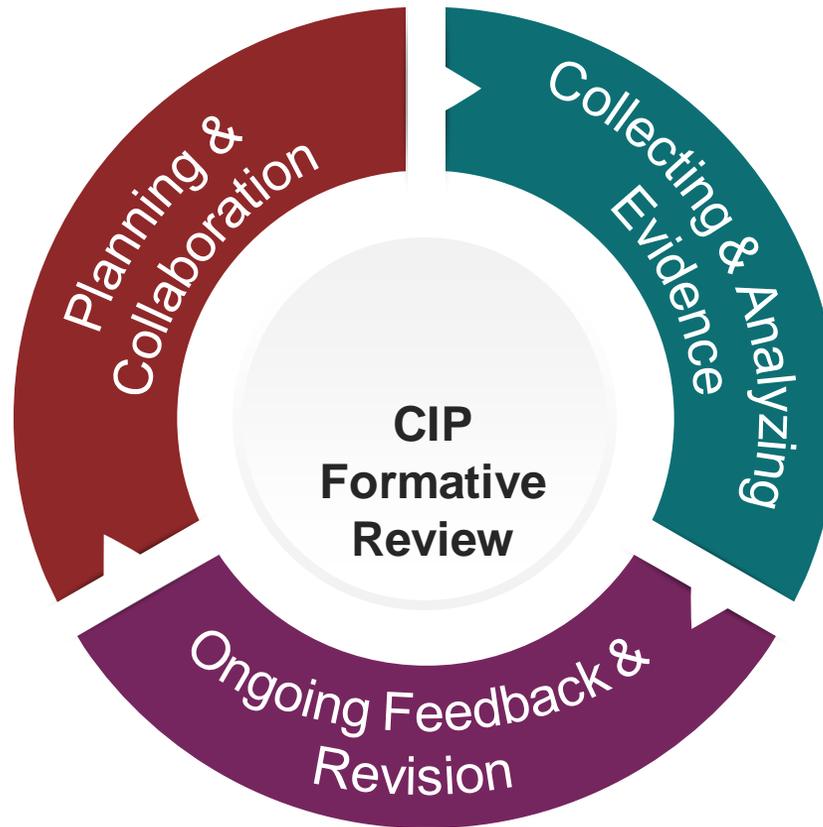
Grow communication efforts around the Whole Child Health Initiative.

Continued collection and analysis of data and to help campuses support student mental health and Ownership of Behavior.

Strategic Support Plan for RDA (Support and Evaluate SEL coaches, Campus protocol for discipline data analysis, RDA Leadership Committee)



# CIP Formative Review



- Connecting to District Areas of Focus
- Determine Evidence of Success
- Develop Strategies
- Determine CPAC/Team Dates
- Collaborating with District Staff

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- Implement Strategies on Campus
- Collect Evidence of Progress
- Analyze Evidence with CPAC



- Engage in Feedback with District Staff
- Review with CPAC
- Make Adjustments to Strategies & Evidence
- Monitor Adjustments

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# CIP Formative Review- Progress

District Areas of Focus for Improvement	Self-Reported Progress Signal				
	Total # of Strategies	% Strategies On Track	% of Strategies with Adjustments Being Made	% of Strategies with Support Needed	% of Strategies in Crisis
Systems for Analysis of Evidence	7	100%	0%	0%	0%
Attendance	25	72%	28%	0%	0%
Development of instructional practices to cultivate student ownership of learning and behavior	207	75%	22%	2%	0%
Closing gaps in performance for all student groups	62	77%	21%	2%	0%
Literacy performance	128	79%	18%	3%	0%
Mathematics performance	116	78%	19%	3%	0%
Social Studies performance	31	81%	16%	3%	0%
Science performance	42	83%	14%	2%	0%
Students meeting College, Career and Military Readiness Indicators (CCMR)	21	76%	19%	0%	5%
Shifting focus from grades to success criteria in goal setting for learning--degree students invest in their learning (Cognitive Engagement)	22	77%	23%	0%	0%
Student engagement in programming and differentiated learning opportunities	11	91%	9%	0%	0%
Community partnerships	16	69%	31%	0%	0%
Quality staff – retention and development	16	75%	19%	6%	0%
Disproportionality in discipline and threat assessments	10	70%	30%	0%	0%
Mental Health Supports	7	100%	0%	0%	0%
Social Emotional Learning and Emotional Engagement	73	84%	14%	3%	0%
Stakeholder Feedback Processes	11	100%	0%	0%	0%

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# NEXT STEPS FOR CIP

Engage campus leaders in feedback around strategy progress through PLC and EDs.

Provide/Coordinate support for campuses signaling needs.

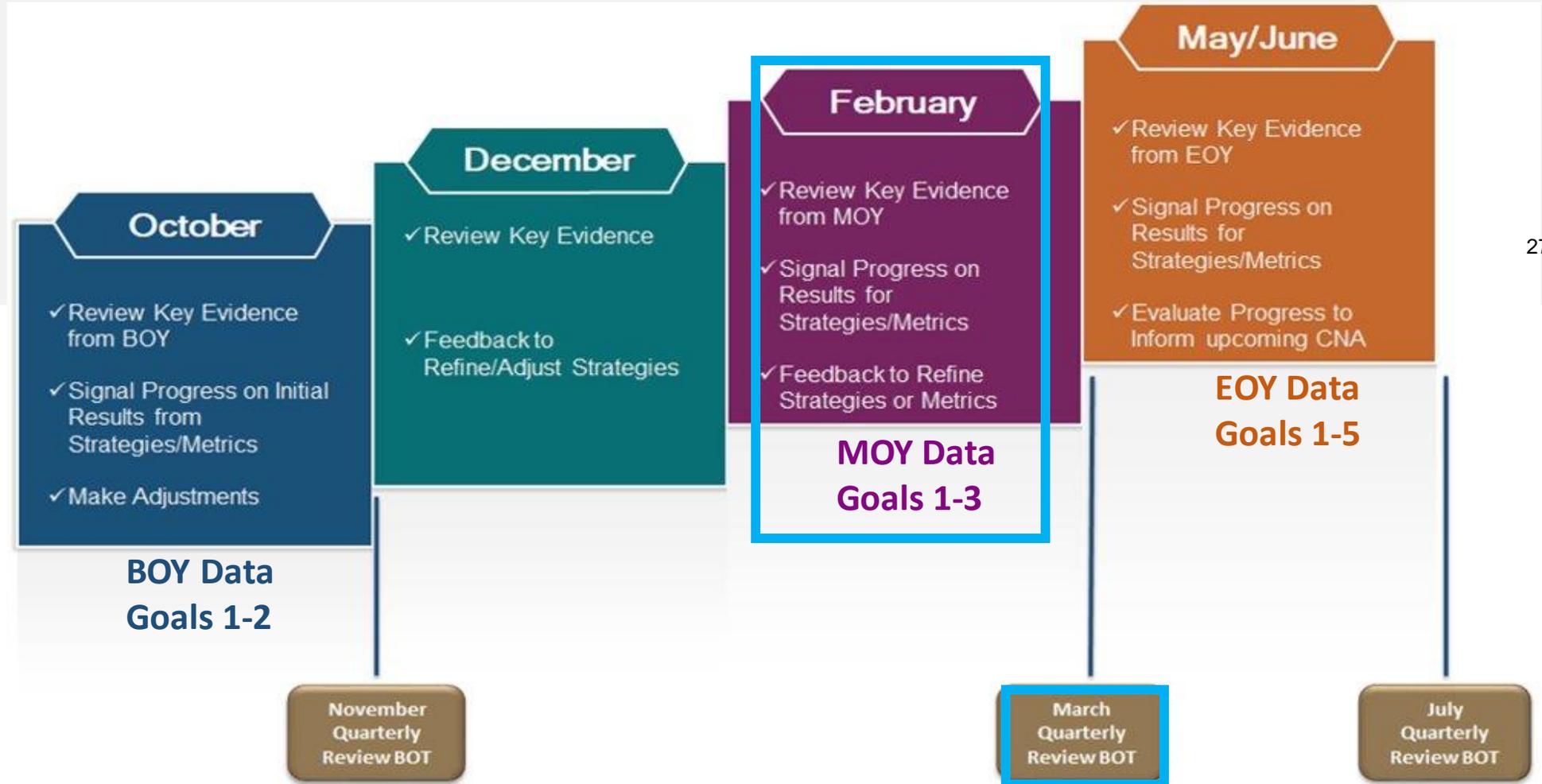
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Review changes and give feedback on adjustments from the first Formative Review.

Prepare for 2nd Formative Review Cycle.

Continuous review of processes and timelines to ensure improvement in 2022-2023.

# DIP Formative Review



**TO:** Dr. Christie Whitbeck  
Superintendent

**FROM:** Stephanie Williams  
Executive Director, Organizational Transformation

**DATE:** November 10, 2021

**RE:** DIP/CIP Formative Update # 1

The purpose of this memo is to provide a formative update on the FBISD 2021-22 District Improvement Plan (DIP) Performance Objective progress using Beginning of Year (BOY) data.

**Background**

In October 2021, the Board of Trustees approved the District Improvement Plan Performance Objectives. Each Performance Objective has an evidentiary plan that will be applied and evaluated across three formative reviews to measure progress towards planned outcomes.

Not all Performance Objectives include beginning of year formative data. Included in this report is beginning of year data related to:

- Universal Screeners including CIRCLE, REN360, TXKEA, Benchmark Assessment System (BAS/BAS SEL)
- Attendance
- Teacher Retention & Certification
- Whole Child Health Services
- CST Instructional Walk Throughs
  - Curriculum Alignment English, Math, Science, Social Studies
  - Student Ownership of Behavior Practices

This report includes all metrics that are collected in the first quarter, other metrics that provide data collected midyear and/or summative will be reported in later formative reports. Previously released HB3 Metrics that are also part of the DIP are highlighted in green.

To support review, the data will be reported in sections by Goal. Each Section has 3 parts:

- **GOAL and Performance Objective** - the text of the Goal and Performance Objective
- **Performance Objective Summary** - a list of data sources and a summary of the Data
- **Metrics and Data** - the text of each Formative Metric and accompanying Data Table, Graph

## GOAL and Performance Objective

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

**Performance Objective 1: By June 2022, FBISD will improve student outcomes in literacy as defined by the evaluation metrics by ensuring strong Tier one classroom instruction targeting student ownership instructional strategies.**

### Performance Objective Summary

#### DATA SOURCES:

- CST Walks Literacy
- Benchmark Assessment System (BAS) Sistema de evaluacion de la lectura (SEL)
- REN 360

#### SUMMARY:

- Campus Support Team observations show improvement with 69% of campuses meeting the Scope and Sequence Target (44% in 2020-21), as well as improvement with 55% of campuses meeting all three alignment targets: Rigor, Scope and Sequence, Instructional Model/Lesson Framework (30% in 2020-21).
- HB3 data shows 1<sup>st</sup> and 2<sup>nd</sup> Grades (10% difference) are performing closer to the yearly targets than Kinder (25%).
- BAS and SEL assessments were administered to 1<sup>st</sup> and 2<sup>nd</sup> Grade students for the first time during the BOY assessment window, therefore the current data represents baseline data.
- REN 360 data shows that literacy performance “At/Above Benchmark” ranges from 42-62% across grade levels. As this is only the initial data point, growth cannot be evaluated until the MOY assessment results are available in January. Analysis of historical Ren360 BOY data shows a variance of between 2% and 5% for student literacy performance since 2018-19. This does not include the Fall 2020 data as it was observed that the elementary data was not reliable; students tested at home with family support in grades Kindergarten through 2<sup>nd</sup> grade.
- There is no historical data for secondary REN360 data as the model for use in secondary has changed over the course of the last three years. Last year was the first year that all students K-10 took the assessment, where in the past only specific secondary groups took the test at the secondary level.

## Metrics and Data

METRIC: Overall, in 2021-22, 30% of campuses will meet all established percentages on the Campus Support team walk-through data for rigor, instructional model, and scope & sequence for ELA instruction.

2021-2022 Campus ELA Instructional Alignment*				
Level	% Campuses met -Rigor Target (70%)	% Campuses met Scope and Sequence Target (85%)	% Campuses met Instructional Model/Lesson Framework Target (75%)	% Campuses met all three alignment Targets (75%)
District	68%	69%	80%	55%
Elementary	77%	75%	81%	62%
Middle	43%	57%	86%	36%
High	57%	57%	71%	50%
Data Source: 2021-2022 CST Walks				

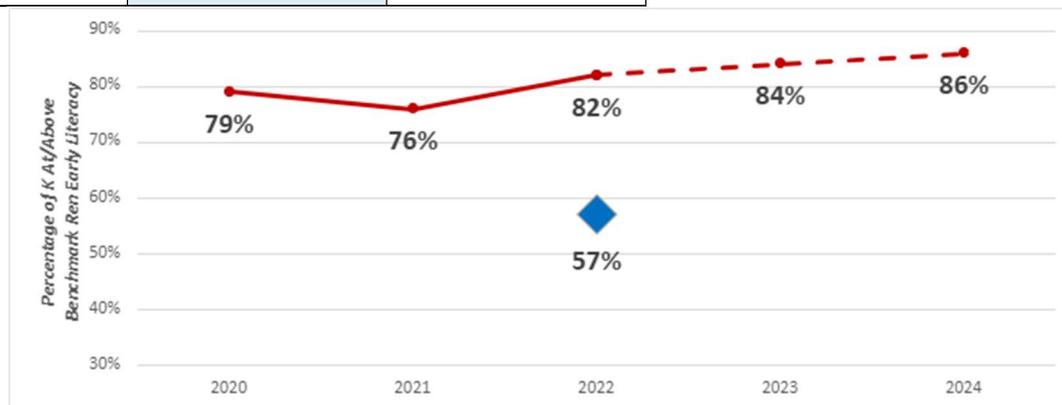
\*Represents 80 campuses (52 ES, 14 MS, 14 HS) that have conducted ELA observations during CST.

**METRIC: By June 2024, 86% of kindergarten students will score "at/above benchmark" on the reading universal screener (Ren Early Literacy) with incremental gains each year (82% by 2022, 84% by 2023). [HB3]**

**HB3 Early Childhood Literacy Progress Measure 1.2**

The percent of Kindergarten students that score "At/Above Benchmark" on REN360 Early Literacy Screener will increase from 79% to 86% by June 2024.

Yearly Target Goals				
2020	2021	2022	2023	2024
79%	76%	82%	84%	86%
	BOY 2022	57%		



**Closing the Gaps Student Groups Yearly Targets**

	African Am.	Hispanic	White	Am. Indian	Asian	Pac. Islander	2 or More Races	SPED	Eco. Disadv.	SPED (Former)	EL	Cont. Enroll	Non-Cont. Enroll
2020	67%	65%	83%	76%	85%	100%	78%	48%	*	N/A	67%	N/A	N/A
2021 Targets	67%	65%	83%	76%	85%	100%	78%	48%	49%	N/A	67%	N/A	N/A
2021 Actual	70%	66%	81%	*	85%	*	75%	63%	77%	N/A	84%	N/A	N/A
BOY 2022	46%	48%	65%	0.533	69%	N/A	69%	N/A	44%	N/A	56%	N/A	N/A
2022	71%	69%	85%	79%	87%	100%	80%	50%	53%	N/A	70%	N/A	N/A
2023	75%	73%	87%	82%	89%	100%	82%	52%	57%	N/A	73%	N/A	N/A
2024	79%	77%	89%	85%	91%	100%	84%	54%	61%	N/A	77%	N/A	N/A

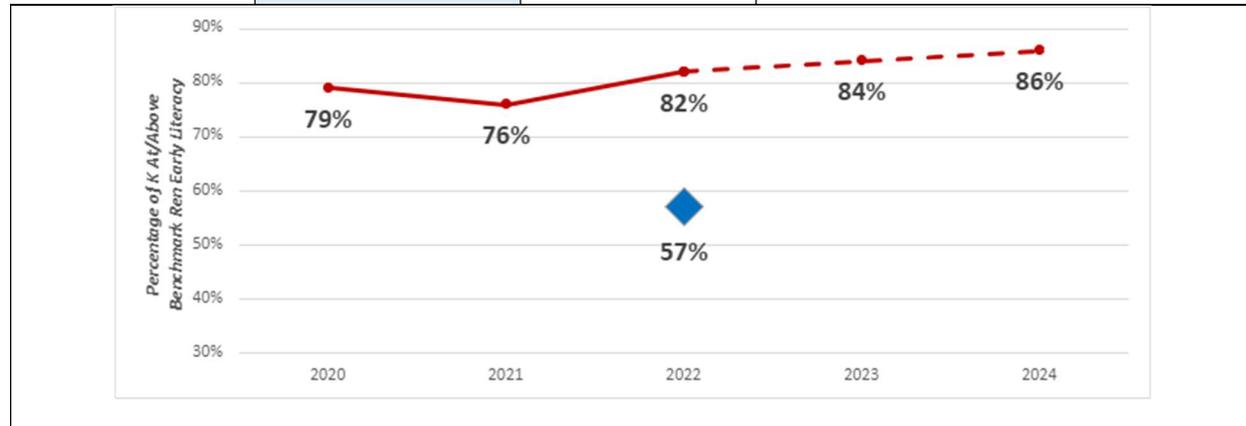
The chart below compares the BOY assessment scores from the Kinder Early Literacy Screener from 2018 to 2021. In 2018, the overall district BOY score was 62% of students "At/Above Benchmark", compared to 57% at the beginning of the 2021-22 school year.

Year	BOY Kinder Reading
2018-19	62%
2019-20	61%
2021-22	57%

*\*See Appendix A for a campus breakdown of Kinder data*

**METRIC: By June 2024, 73% of 1<sup>st</sup> and 2<sup>nd</sup> grade students will score “at/above benchmark” on the reading universal screener with incremental gains each year (68% by 2022, 71% by 2023). [HB3]**

Early Childhood Literacy Progress Measure 1.2				
The percent of Kindergarten students that score "At/Above Benchmark" on REN360 Early Literacy Screener will increase from 79% to 86% by June 2024.				
Yearly Target Goals				
2020	2021	2022	2023	2024
79%	76%	82%	84%	86%
	BOY 2022	57%		



Closing the Gaps Student Groups Yearly Targets													
	African Am.	Hispanic	White	Am. Indian	Asian	Pac. Islander	2 or More Races	SPED	Eco. Disadv.	SPED (Former)	EL	Cont. Enroll	Non-Cont. Enroll
2020	67%	65%	83%	76%	85%	100%	78%	48%	*	N/A	67%	N/A	N/A
2021 Targets	67%	65%	83%	76%	85%	100%	78%	48%	49%	N/A	67%	N/A	N/A
2021 Actual	70%	66%	81%	*	85%	*	75%	63%	77%	N/A	84%	N/A	N/A
BOY 2022	46%	48%	65%	0.533	69%	N/A	69%	N/A	44%	N/A	56%	N/A	N/A
2022	71%	69%	85%	79%	87%	100%	80%	50%	53%	N/A	70%	N/A	N/A
2023	75%	73%	87%	82%	89%	100%	82%	52%	57%	N/A	73%	N/A	N/A
2024	79%	77%	89%	85%	91%	100%	84%	54%	61%	N/A	77%	N/A	N/A

The chart below compares the BOY assessment scores from the 1<sup>st</sup> and 2<sup>nd</sup> grade REN Reading assessment from 2018 to 2021. In 2018, the overall district BOY score was 66% of students “At/Above Benchmark”, compared to 59% at the beginning of both the 2019-20 and 2021-22 school years.

Year	BOY 1st/2nd Grade Reading
2018-19	66%
2019-20	59%
2021-22	59%

*\*See Appendix B for a campus breakdown of 1<sup>st</sup>/2<sup>nd</sup> grade data*

METRIC: Increase the percentage of students who demonstrate “at or above” instructional reading level on the Benchmark Assessment System (BAS)/ Sistema de evaluacion de la lectura (SEL) assessment from the initial data point (BOY) to MOY to EOY for 1st and 2nd grades.

<b>2021-22 Reading Level Data (1<sup>st</sup> &amp; 2<sup>nd</sup> Grade)</b>	
	<b>% of Students “At or Above” Reading Level on 2021-22 BAS/SEL BOY</b>
<b>1st Grade – Benchmark Assessment System (BAS)</b>	51%
<b>1st Grade – Sistema de evaluacion de la lectura (SEL)</b>	24%
<b>2nd Grade – Benchmark Assessment System (BAS)</b>	53%
<b>2nd Grade – Sistema de evaluacion de la lectura (SEL)</b>	27%

*\*See Appendix C for a campus breakdown of BAS/SEL data with participation rates*

METRIC: Increase the percentage of students who demonstrate “At/Above Benchmark” in reading at EOY on the universal screener (REN360) for each grade level (K-10).

<b>2021-22 “At/Above Benchmark” Ren360 Reading by Grade Level</b>	
<b>Grade Level</b>	<b>% of Students “At/Above Benchmark” Reading on 2021-22 Ren360 BOY</b>
01	58.3%
02	59.9%
03	56.4%
04	61.8%
05	57.9%
06	54.6%
07	54.5%
08	48.9%
09	42.3%
10	45.6%

*\*See Appendix D for a campus breakdown of REN360 Reading Grades K-10 data*

## GOAL and Performance Objective

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

**Performance Objective 2:** By June 2022, FBISD will improve student outcomes in numeracy as defined by the evaluation metrics by ensuring strong Tier One classroom instruction targeting student ownership instructional strategies.

### Performance Objective Summary

#### DATA SOURCES:

- CST Walks Math
- TxKea
- REN 360

#### SUMMARY:

- Campus Support Team observations show improvement with 67% of campuses meeting the Scope and Sequence Target (49% in 2020-21), as well as improvement with 47% of campuses meeting all three alignment targets: Rigor, Scope and Sequence, Instructional Model/Lesson Framework (37% in 2020-21). Middle School shows the greatest improvement for all targets.
- HB3 data shows K through 2<sup>nd</sup> Grade have a 9-13% difference in the BOY performance versus the EOY yearly targets.
- TxKea was administered to kindergarten students for the first time during the BOY assessment window, therefore the current data represents baseline data.
- REN 360 performance shows that numeracy performance “At/Above Benchmark” ranges from 63-77% across grade levels. As this is only the initial data point, growth cannot be evaluated until the MOY assessment results are available in January. Analysis of historical Ren360 BOY data shows a variance of between 5% and 7% for student numeracy performance since 2018-19. This does not include the Fall 2020 data as it was observed that the elementary data was not reliable; students tested at home with family support in grades Kindergarten through 2<sup>nd</sup> grade.
- There is no historical data for secondary REN360 data as the model for use in secondary has changed over the course of the last three years. Last year was the first year that all students K-10 took the assessment, where in the past only specific secondary groups took the test at the secondary level.

## Metrics and Data

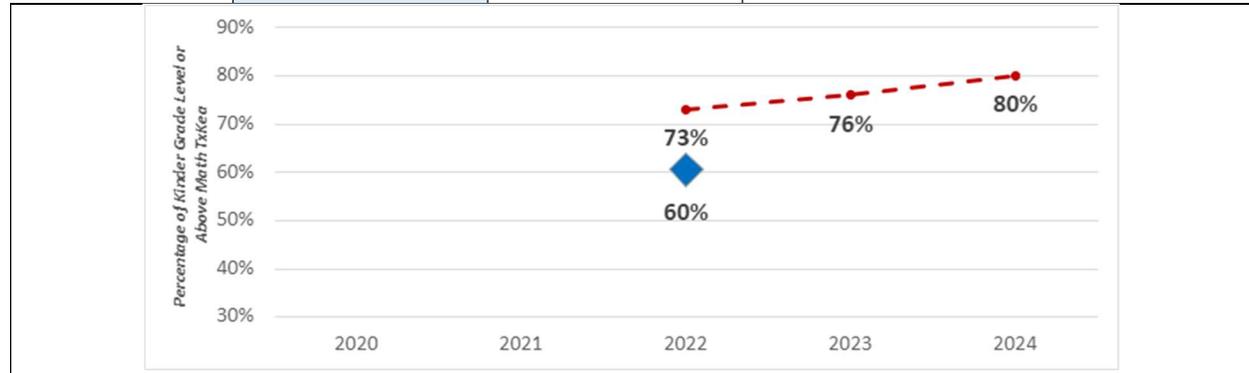
METRIC: Overall, in 2021-22, 30% of campuses will meet all established percentages on the Campus Support team walk-through data for rigor, instructional model, and scope & sequence for math instruction.

<b>2021-2022 Campus Math Instructional Alignment*</b>				
<b>Level</b>	<b>% Campuses met - Rigor Target (70%)</b>	<b>% Campuses met Scope and Sequence Target (85%)</b>	<b>% Campuses met Instructional model/lesson framework Target (75%)</b>	<b>% Campuses met all three alignment targets (75%)</b>
<b>District</b>	71%	67%	71%	47%
<b>Elementary</b>	80%	65%	78%	51%
<b>Middle</b>	71%	71%	57%	36%
<b>High</b>	92%	69%	54%	46%
Data Source: 2021-2022 CST Walks				

*\*Represents 78 campuses (51 ES, 14 MS, 13 HS) that have conducted Math observations during CST.*

**METRIC: By June 2024, 65% of 1-2<sup>nd</sup> grade students will demonstrate “Projected to Meet State Standards” on Ren EOY; Incremental gains will be demonstrated (55% in 2022, 60% in 2023) [HB3]**

Early Childhood Math Progress Measure 2.2				
The percent of K students that score on grade level or above in math on TxKea will increase from 73% to 80% by June 2024.				
Yearly Target Goals				
2020	2021	2022	2023	2024
no Kinder math screener	no Kinder math screener	73%	76%	80%
	<b>BOY 2022</b>	60%		



Closing the Gaps Student Groups Yearly Targets													
	African Am.	Hispanic	White	Am. Indian	Asian	Pac. Islander	2 or More Races	SPED	Eco. Disadv.	SPED (Former)	EL	Cont. Enroll	Non-Cont. Enroll
2020													
2021													
<b>2022 Target</b>	<b>70%</b>	<b>60%</b>	<b>78%</b>	<b>72%</b>	<b>79%</b>	<b>72%</b>	<b>72%</b>	<b>30%</b>	<b>63%</b>	<b>N/A</b>	<b>62%</b>	<b>N/A</b>	<b>N/A</b>
BOY 2022	49%	47%	70%	64%	78%	N/A	70%	N/A	62%	N/A	69%	N/A	N/A
2023	73%	63%	81%	75%	81%	75%	75%	33%	66%	N/A	66%	N/A	N/A
2024	79%	69%	84%	79%	85%	78%	79%	37%	72%	N/A	72%	N/A	N/A

*\*See Appendix E for a campus breakdown of Kinder data*

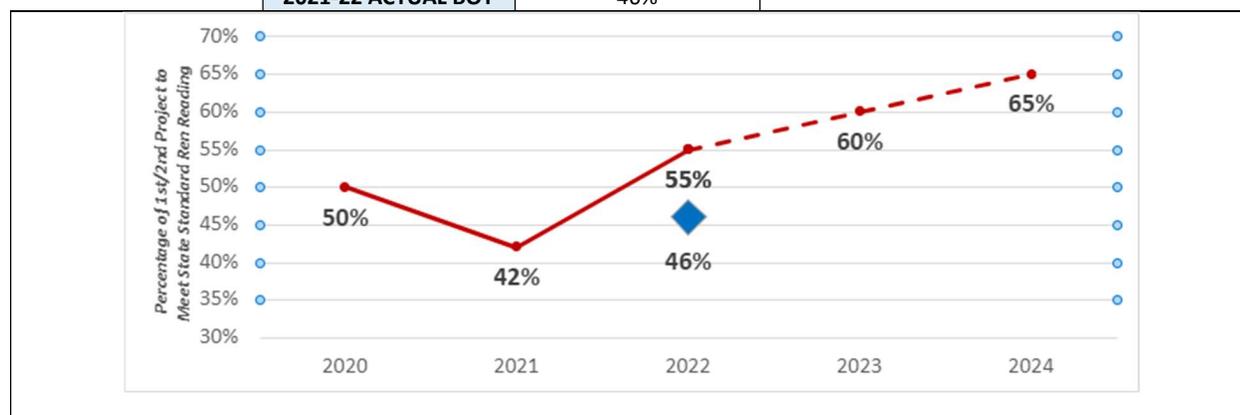
**METRIC: By June 2024, 80% of Kindergarten students will demonstrate “on grade level” in mathematics on TxKea; Incremental gains will be demonstrated (73% in 2022, 76% in 2023) [HB3]**

**Early Childhood Math Progress Measure 2.3**

The percent of 1st and 2nd grade students that are projected to Meet State Standards on the end of year Ren360 assessment will increase from 50% to 65% by June 2024.

**Yearly Target Goals**

2020	2021	2022	2023	2024
50%	42%	55%	60%	65%
	<b>2021-22 ACTUAL BOY</b>	46%		



**Closing the Gaps Student Groups Yearly Targets**

	African Am.	Hispanic	White	Am. Indian	Asian	Pac. Islander	2 or More Races	SPED	Eco. Disadv.	SPED (Former)	EL	Cont. Enroll	Non-Cont. Enroll
2020	30%	32%	53%	55%	68%	54%	58%	24%	29%	N/A	44%	N/A	N/A
2021 Targets	34%	36%	55%	57%	70%	56%	60%	27%	33%	N/A	48%	N/A	N/A
<b>2021 Actual</b>	<b>26%</b>	<b>27%</b>	<b>46%</b>	<b>44%</b>	<b>64%</b>	<b>*</b>	<b>43%</b>	<b>20%</b>	<b>27%</b>	<b>N/A</b>	<b>40%</b>	<b>N/A</b>	<b>N/A</b>
<b>BOY 2022</b>	<b>30%</b>	<b>30%</b>	<b>52%</b>	<b>68%</b>	<b>67%</b>	<b>N/A</b>	<b>49%</b>	<b>N/A</b>	<b>30%</b>	<b>N/A</b>	<b>47%</b>	<b>N/A</b>	<b>N/A</b>
2022	39%	41%	57%	59%	72%	58%	62%	30%	38%	N/A	53%	N/A	N/A
2023	45%	47%	60%	62%	75%	61%	65%	33%	45%	N/A	59%	N/A	N/A
2024	51%	52%	65%	66%	79%	65%	69%	37%	51%	N/A	65%	N/A	N/A

The chart below compares the BOY assessment scores from the 1<sup>st</sup> and 2<sup>nd</sup> Grade Ren Math assessment from 2018 to 2021. In 2018, the overall district BOY score was 76% of students will “meet state projections,” compared to 46% at the beginning of the 2021-22 school year.

Year	BOY 1st/2nd Math
2018-19	76%
2019-20	73%
2021-22	46%

*\*See Appendix F for a campus breakdown of 1<sup>st</sup>/2<sup>nd</sup> grade data*

METRIC: Increase the percentage of kindergarten students who demonstrate at/above grade level achievement on the TXKEA assessment from initial data point (BOY) to MOY to EOY.

<b>2021-22 Math Numeracy Data (Kindergarten)</b>	
<b>Grade Level</b>	<b>% of Students “At or Above” Reading Level on 2021-22 TxKea BOY</b>
<b>Kindergarten</b>	60%

*\*See Appendix G for a campus breakdown of TxKea data*

METRIC: Increase the percentage of students who demonstrate “At/Above Benchmark” in math at EOY on the universal screener (REN360) for each grade level (K-10).

<b>2021-22 “At/Above Benchmark” Ren360 Math by Grade Level</b>	
<b>Grade Level</b>	<b>% of Students “At/Above Benchmark” Reading on 2021-22 Ren360 BOY</b>
01	77.2%
02	62.9%
03	68.8%
04	70.5%
05	71.9%
06	65.5%
07	64.7%
08	64.4%
09	64.8%
10	74.2%

*\*See Appendix H for a campus breakdown of REN360 Math Grades K-10 data*

## GOAL and Performance Objective

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

**Performance Objective 3:** By June 2022, FBISD will improve student outcomes in social studies and science as defined by the evaluation metrics by ensuring strong Tier One classroom instruction targeting student ownership instructional strategies.

### Performance Objective Summary

#### DATA SOURCES:

- CST Walks Science and Social Studies

#### SUMMARY:

- Campus Support Team observations show improvement with 83% of campuses meeting the Scope and Sequence Target in **Science** (56% in 2020-21), as well as improvement with 66% of campuses meeting all three alignment targets in Science: Rigor, Scope and Sequence, Instructional Model/Lesson Framework (24% in 2020-21). Middle and High School show the greatest improvement.
- Campus Support Team observations show improvement with 63% of campuses meeting the Scope and Sequence Target in **Social Studies** (56% in 2020-21), as well as improvement with 45% of campuses meeting all three alignment targets: Rigor, Scope and Sequence, Instructional Model/Lesson Framework (39% in 2020-21). Middle and High School show the greatest improvement.
- Middle School shows the lowest ratings regarding rigor, compared to other levels. Middle school also shows the lowest ratings across targets although numbers are increased from last year.
- Science and Social Studies District Learning Assessment (DLA) data will be reported at the conclusion of Quarter 2 to allow for all content areas to administer at least one learning assessment during the fall semester.

### Metrics and Data

METRIC: Overall, in 2021-22, 30% of campuses will meet all established percentages (scope & sequence – 85%, rigor - 70%, and instructional model - 75%) on the Campus Support team walk-through data for rigor, instructional model, and scope & sequence for Science instruction.

2021-2022 Campus Science Instructional Alignment*				
Level	% Campuses met - Rigor Target (70%)	% Campuses met Scope and Sequence Target (85%)	% Campuses met Instructional model/lesson framework Target (75%)	% Campuses met all three alignment targets (75%)
District	77%	83%	70%	66%
Elementary	91%	100%	91%	91%

<b>Middle</b>	50%	58%	42%	33%
<b>High</b>	75%	75%	58%	50%

Data Source: 2021-2022 CST Walks

*\*Represents 47 campuses (23 ES, 12 MS, 12 HS) that have conducted Science observations during CST.*

METRIC: Overall, in 2021-22, 30% of campuses will meet all established percentages (scope & sequence – 85%, rigor - 70%, and instructional model - 75%) on the Campus Support team walk-through data for rigor, instructional model, and scope & sequence for social studies instruction. (Campus and District)

<b>2021-2022 Campus Social Studies Instructional Alignment*</b>				
<b>Level</b>	<b>% Campuses met - Rigor Target (70%)</b>	<b>% Campuses met Scope and Sequence Target (85%)</b>	<b>% Campuses met Instructional model/lesson framework Target (75%)</b>	<b>% Campuses met all three alignment targets (75%)</b>
<b>District</b>	55%	63%	63%	45%
<b>Elementary</b>	55%	91%	64%	55%
<b>Middle</b>	57%	57%	64%	43%
<b>High</b>	55%	91%	64%	55%

Data Source: 2021-2022 CST Walks

*\*Represents 38 campuses (11 ES, 14 MS, 13 HS) that have conducted SS observations during CST.*

## GOAL and Performance Objective

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

**Performance Objective 4:** By June 2022, FBISD will close gaps in performance for all student groups as defined in the HB3 Student Outcome goals and progress measures by ensuring strong Tiered classroom instruction through targeted intervention and support programs.

### Performance Objective Summary

#### DATA SOURCES:

- REN360
- PEIMS Attendance Rates

#### SUMMARY:

- REN360 data shows
  - Students receiving ESL, Title, and special education services performed below the Reading district average. The gap increases in secondary, especially high school.
  - There is less disparity in math performance, but still a 10% gap for students receiving ESL and Special Education services.
  - Students who are Economically Disadvantaged performed below students not identified as Economically Disadvantaged. The gap in literacy is 31%; the gap in math performance is 28%.
  - Foster, Dyslexic and Homeless students performed below the Reading district average; Dyslexia performed the lowest at 15% with Foster and Homeless at 21% and 35%.
  - Foster and Dyslexic students performed below the Math district average at 31% and 35%.
- Attendance is below 95% for some student populations in the first quarter. The current overall attendance rate for the district is 94%.

## Metrics and Data

METRIC: Increase student growth outcomes within 2021-22 school year for Emergent Bilingual (Bilingual), Emergent Bilingual (ESL), Title I, Special Ed student groups who met either Benchmark or SPG in **Reading** from BOY to EOY. (Campus and District) [RDA]

- At/Above Benchmark on REN 360 Reading from BOY to EOY
- Meet Student Growth Percentile (SGP) on REN 360 Reading from BOY to EOY

ELA Performance (REN360) Student Groups		
Student Group	Level	% Students At/Above Benchmark on 21-22 BOY (REN360) Grades 1 - 12
All Students	District	52.6%
	Elementary	58.5%
	Middle	52.6%
	High	42.6%
Bilingual	District	35.6%
	Elementary	35.6%
	Middle	
	High	
Emergent Bilingual (Formerly ESL)	District	37.7%
	Elementary	54.5%
	Middle	21.2%
	High	5.5%
Title I	District	31.5%
	Elementary	35.9%
	Middle	25.4%
	High	16.3%
SPED	District	20.9%
	Elementary	27.7%
	Middle	18.1%
	High	10.0%

METRIC: Increase student growth outcomes within 2021-22 school year for Emergent Bilingual (Bilingual), Emergent Bilingual (ESL), Title I, Special Ed student groups who met either Benchmark or SPG in **Math** from BOY to EOY. (Campus and District) **[RDA]**

- At/Above Benchmark on REN 360 Math from BOY to EOY
- Meet Student Growth Percentile (SGP) on REN 360 Math from BOY to EOY

For the Quarter 1 Formative Review, Student Growth Percentile (SGP) will not be reporting because SGP is not reported until the middle of the year (MOY) data review.

<b>Math Performance (REN360) - Student Groups</b>		
<b>Student Group</b>	<b>Level</b>	<b>% Students At/Above Benchmark on 21-22 BOY (REN360) Grades 1 - 12</b>
<b>All Students</b>	<b>District</b>	<b>68.0%</b>
	<b>Elementary</b>	70.2%
	<b>Middle</b>	64.9%
	<b>High</b>	67.7%
<b>Bilingual</b>	<b>District</b>	<b>51.7%</b>
	<b>Elementary</b>	51.7%
	<b>Middle</b>	
	<b>High</b>	
<b>Emergent Bilingual (Formerly ESL)</b>	<b>District</b>	<b>59.1%</b>
	<b>Elementary</b>	72.2%
	<b>Middle</b>	46.1%
	<b>High</b>	38.7%
<b>Title I</b>	<b>District</b>	<b>45.1%</b>
	<b>Elementary</b>	48.6%
	<b>Middle</b>	37.2%
	<b>High</b>	43.1%
<b>SPED</b>	<b>District</b>	<b>32.3%</b>
	<b>Elementary</b>	41.1%
	<b>Middle</b>	24.8%
	<b>High</b>	22.9%

METRIC: Increase student growth outcomes within 2021-22 school year for African American, Hispanic, White, Asian student groups who met either Benchmark or SPG in **Reading** from BOY to EOY. (Campus and District) **[RDA]**

- At/Above Benchmark on REN360 Reading from BOY to EOY
- Meet Student Growth Percentile (SGP) on REN 360 Reading from BOY to EOY

For the Q1 Formative Review, Student Growth Percentile (SGP) will not be reporting because SGP is not reported until the middle of the year (MOY) data review.

<b>ELA Performance (REN360) - Ethnicity</b>		
<b>Student Group</b>	<b>Level</b>	<b>% Students At/Above Benchmark on 21-22 BOY (REN360) Grades 1 - 12</b>
<b>All Students</b>	<b>District</b>	<b>52.6%</b>
	<b>Elementary</b>	58.5%
	<b>Middle</b>	52.6%
	<b>High</b>	42.6%
<b>African American</b>	<b>District</b>	<b>39.3%</b>
	<b>Elementary</b>	48.1%
	<b>Middle</b>	37.3%
	<b>High</b>	29.5%
<b>Hispanic</b>	<b>District</b>	<b>37.4%</b>
	<b>Elementary</b>	43.9%
	<b>Middle</b>	35.7%
	<b>High</b>	28.6%
<b>White</b>	<b>District</b>	<b>64.2%</b>
	<b>Elementary</b>	66.4%
	<b>Middle</b>	66.3%
	<b>High</b>	57.2%
<b>Asian</b>	<b>District</b>	<b>72.9%</b>
	<b>Elementary</b>	76.6%
	<b>Middle</b>	74.7%
	<b>High</b>	64.6%

METRIC: Increase student growth outcomes within 2021-22 school year for African American, Hispanic, White, Asian student groups who met either Benchmark or SPG in **Math** from BOY to EOY. (Campus and District) **[RDA]**

- At/Above Benchmark on REN 360 Math from BOY to EOY
- Meet Student Growth Percentile (SGP) on REN 360 Math from BOY to EOY

<b>Math Performance (REN360) - Ethnicity</b>		
<b>Student Group</b>	<b>Level</b>	<b>% Students At/Above Benchmark on 21-22 BOY (REN360) Grades 1 - 12</b>
<b>All Students</b>	<b>District</b>	<b>68.0%</b>
	<b>Elementary</b>	70.2%
	<b>Middle</b>	64.9%
	<b>High</b>	67.7%
<b>African American</b>	<b>District</b>	<b>53.2%</b>
	<b>Elementary</b>	56.2%
	<b>Middle</b>	48.5%
	<b>High</b>	54.1%
<b>Hispanic</b>	<b>District</b>	<b>55.5%</b>
	<b>Elementary</b>	58.0%
	<b>Middle</b>	50.2%
	<b>High</b>	56.8%
<b>White</b>	<b>District</b>	<b>80.0%</b>
	<b>Elementary</b>	81.8%
	<b>Middle</b>	77%
	<b>High</b>	80%
<b>Asian</b>	<b>District</b>	<b>88.2%</b>
	<b>Elementary</b>	87.9%
	<b>Middle</b>	87.7%
	<b>High</b>	89.6%

METRIC: Establish benchmark data on Homeless, Military, Foster, Dyslexia, in the areas of **[RDA]**:

- are At/Above Benchmark on REN360 Reading from BOY to EOY
- are At/Above Benchmark on REN 360 Math from BOY to EOY,
- meet Student Growth Percentile (SGP) on REN 360 Reading from BOY to EOY,
- meet Student Growth Percentile (SGP) on REN 360 Math from BOY to EOY

Reading & Math Performance (REN360) – Student Groups			
Student Group	Level	% Students At/Above Benchmark on 21-22 BOY REN360 Reading	% Students At/Above Benchmark on 21-22 BOY REN360 Math
All Students	District	52.6%	68.0%
	Elementary	58.5%	70.2%
	Middle	52.6%	64.9%
	High	42.6%	67.7%
Military	District	63.4%	75%
	Elementary	66.7%	75.6%
	Middle	**	**
	High	**	**
Foster	District	20.6%	30.7%
	Elementary	24.1%	38.2%
	Middle	18.8%	23.8%
	High	10.9%	16.2%
Homeless	District	35.1%	48.9%
	Elementary	40.5%	52.7%
	Middle	37.6%	48.4%
	High	28.8%	46.0%
Dyslexia	District	15.1%	34.7%
	Elementary	14.9%	35.2%
	Middle	16.0%	29.6%
	High	14.2%	42.3%

\*\* Numbers masked for groups smaller than 5 to protect student privacy

METRIC: In alignment with the required components of the **TEA Equity Plan**, lessen the gap between economically disadvantaged and Not Economically Disadvantaged student groups (Campus and District) as measured by **[RDA]**:

- % of students At/Above Benchmark in Ren 360 Reading BOY to EOY
- % of students At/Above Benchmark in Ren 360 Math BOY to EOY
- % of students at approaches or above on STAAR/EOC Reading/ELA
- % of students at approaches of above on STAAR/EOC Math
- % of students who are at meets and above on all tests for STAAR Progress Measures

In the following student groups:

- African American
- White
- Hispanic
- Economically Disadvantaged
- Non-Economically Disadvantaged

<b>ELA &amp; Math Performance (REN360) - Student Ethnicity &amp; Economic Status</b>			
<b>Student Group</b>	<b>Level</b>	<b>% Students At/Above Benchmark</b>	<b>% Students At/Above Benchmark</b>
		<b>21-22 BOY REN360 Reading</b>	<b>21-22 BOY REN360 Math</b>
<b>All Students</b>	<b>District</b>	<b>52.6%</b>	<b>68.0%</b>
	<b>Elementary</b>	58.5%	70.2%
	<b>Middle</b>	52.6%	64.9%
	<b>High</b>	42.6%	67.7%
<b>African American</b>	<b>District</b>	<b>39.3%</b>	<b>53.2%</b>
	<b>Elementary</b>	48.1%	56.2%
	<b>Middle</b>	37.3%	48.5%
	<b>High</b>	29.5%	54.1%
<b>Hispanic</b>	<b>District</b>	<b>37.4%</b>	<b>55.5%</b>
	<b>Elementary</b>	43.9%	58.0%
	<b>Middle</b>	35.7%	50.2%
	<b>High</b>	28.6%	56.8%
<b>White</b>	<b>District</b>	<b>64.2%</b>	<b>80.0%</b>
	<b>Elementary</b>	66.4%	81.8%
	<b>Middle</b>	66.3%	77%
	<b>High</b>	57.2%	80%
<b>Economically Disadvantaged</b>	<b>District</b>	<b>37.3%</b>	<b>54.1%</b>
	<b>Elementary</b>	43.8%	56.6%
	<b>Middle</b>	35.2%	49.5%
	<b>High</b>	28.4%	55.1%
<b>Non-Economically Disadvantaged</b>	<b>District</b>	<b>68.1%</b>	<b>82.4%</b>
	<b>Elementary</b>	73.7%	84.5%
	<b>Middle</b>	70.2%	80.4%
	<b>High</b>	56.8%	81.1%

METRIC: Increase or maintain (at 95%) attendance rates of all student groups, as reported in PEIMS (Public Education Information Management System) for the year. (Campus and District)

Quarter 1 Attendance Rates								
Attendance	Asian		Black or African American		Hispanic		White	
	20-21 EOY	21-22 Q1	20-21 EOY	21-22 Q1	20-21 EOY	21-22 Q1	20-21 EOY	21-22 Q1
High	98.79%	93.70%	95.08%	92.25%	94.36%	90.20%	95.03%	91.5%
Middle	99.00%	96.75%	96.53%	94.07%	95.40%	92.69%	96.30%	92.29%
Elementary	97.34%	93.55%	94.86%	92.95%	94.66%	92.07%	95.10%	93.23%
Quarter 1 Attendance Rates								
Attendance	Economically Disadvantaged		English Language Learners		Special Education		All Students	
	20-21 EOY	21-22 Q1	20-21 EOY	21-22 Q1	20-21 EOY	21-22 Q1	20-21 EOY	21-22 Q1
High	95.66%	91.51%	93.71%	91.35%	93.42%	89.97%	95.87%	93.39%
Middle	96.33%	92.95%	95.45%	93.68%	94.9%	91.75%	96.71%	94.27%
Elementary	95.35%	91.80%	96.03	93.10%	93.78	91.65%	95.33%	92.19%

\*EOY refers to attendance rate at the End of the 2020-21 school year; Q1 refers to Quarter 1 of the 2021-22 school year.

## GOAL and Performance Objective

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

**Performance Objective 5:** By June 2022, FBISD will increase the percentage of students who demonstrate readiness in early childhood and CCMR measures (College, Career, & Military Readiness) through access to all academic options, student programs, and support systems such as engagement in college/career planning.

### Performance Objective Summary

**DATA SOURCES:**

- Skyward
- CIRCLE

**SUMMARY:**

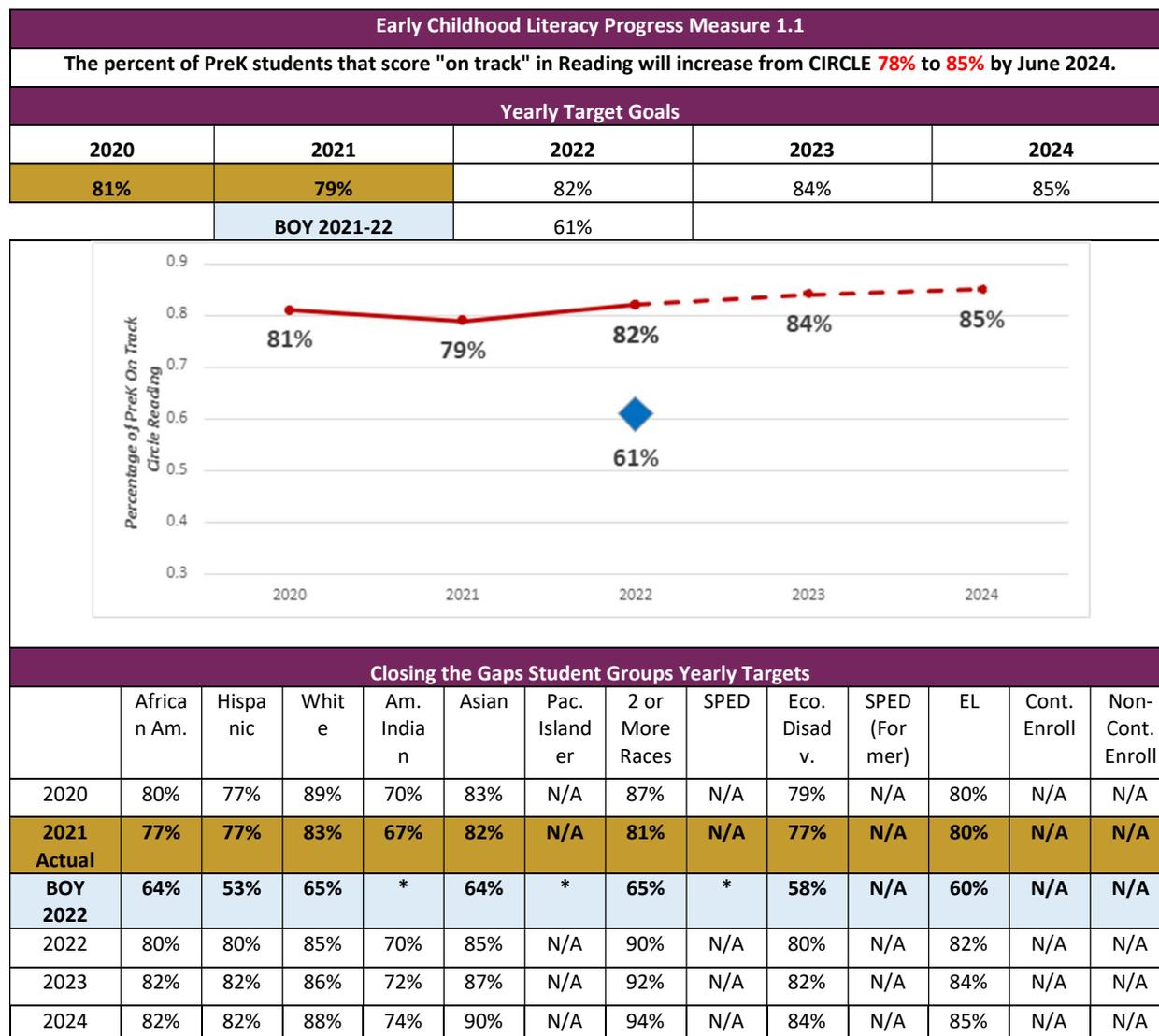
- PreK enrollment is up for the 2021-22 school year.
- CIRCLE BOY data shows 66% of students are on track in literacy and 81% are on track on math.

### Metrics and Data

**METRIC:** Increase the enrollment of eligible students in the Prekindergarten program from 2020-21 to 2021-22.

Pre-Kindergarten Enrollment Comparison 2018 - 2021								
District	18-19		19-20		20-21		21-22	
	1 <sup>st</sup> Day	Last Day	1 <sup>st</sup> Day	Last Day	1 <sup>st</sup> Day	Last Day	1 <sup>st</sup> Day	Nov. 1
		1287	1420	1613	1917	737	1498	1648

**METRIC: Increase the percentage of PreK students who are “On Track” in literacy development from BOY to EOY on CIRCLE assessment to 82%. [HB3]**



The chart below compares the BOY assessment scores from the Pre-K Circle Reading from 2019 to 2021. In 2019, the overall district BOY score was 67% of students “On Track,” compared to 61% at the beginning of the 2021-22 school year.

Year	BOY PreK Circle Reading
2019-20	67%
2020-21	69%
2021-22	61%

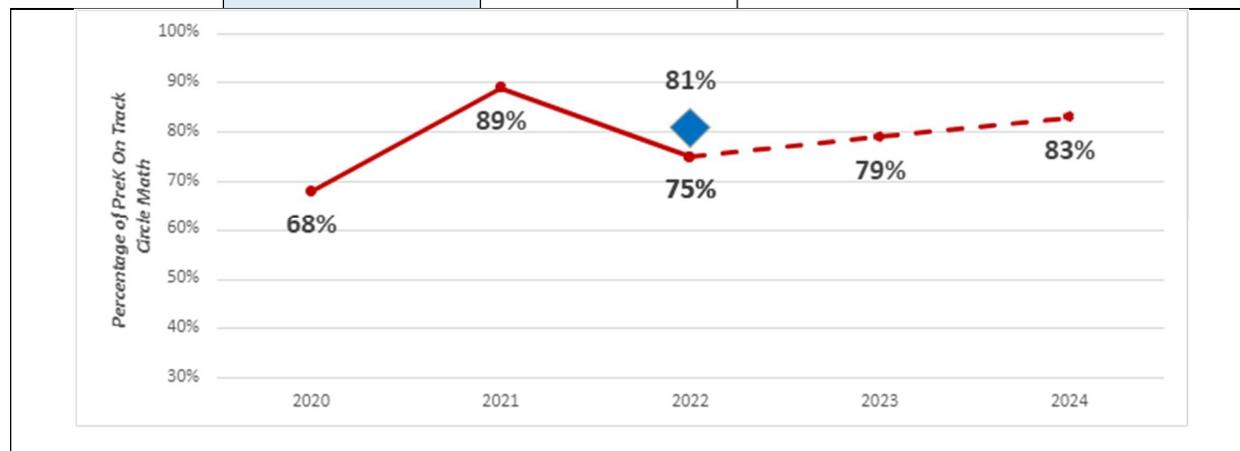
*\*See Appendix J for a campus breakdown of PreK Literacy CIRCLE data*

**METRIC: Increase the percentage of PreK students who are “On Track” in numeracy development from BOY to EOY on CIRCLE assessment to 75%. [HB3]**

**Early Childhood Math Progress Measure 2.1**

The percent of PreK students that score on track or above in math on the CIRCLE assessment will increase from 68% to 83% by June 2024.

Yearly Target Goals				
2020	2021	2022	2023	2024
68%	89%	75%	79%	83%
	BOY 2022	81%		



**Closing the Gaps Student Groups Yearly Targets**

	African Am.	Hispanic	White	Am. Indian	Asian	Pac. Islander	2 or More Races	SPED	Eco. Disadv.	SPED (Former)	EL	Cont. Enroll	Non-Cont. Enroll
2020	70%	57%	70%	*	74%	*	*	*	*	*	*	*	*
2021 Targets	72%	60%	78%	72%	79%	72%	72%	30%	65%	N/A	62%	N/A	N/A
<b>2021 ACTUAL</b>	<b>90%</b>	<b>84%</b>	<b>88%</b>	<b>*</b>	<b>94%</b>	<b>*</b>	<b>86%</b>	<b>81%</b>	<b>88%</b>	<b>N/A</b>	<b>91%</b>	<b>N/A</b>	<b>N/A</b>
<b>BOY 2022</b>	<b>85%</b>	<b>69%</b>	<b>81%</b>	<b>*</b>	<b>88%</b>	<b>*</b>	<b>93%</b>	<b>*</b>	<b>78%</b>	<b>N/A</b>	<b>81%</b>	<b>N/A</b>	<b>N/A</b>
2022	75%	63%	80%	75%	83%	75%	75%	33%	70%	N/A	65%	N/A	N/A
2023	79%	67%	84%	79%	87%	79%	79%	37%	74%	N/A	69%	N/A	N/A
2024	83%	71%	87%	83%	90%	83%	83%	43%	80%	N/A	75%	N/A	N/A

The chart below compares the BOY assessment scores from the Pre-K Circle Math from 2019 to 2021. In 2019, the overall district BOY score was 85% of students “On Track,” compared to 81% at the beginning of the 2021-22 school year.

Year	BOY PreK Circle Math
2019-20	85%
2020-21	86%
2021-22	81%

*\*See Appendix K for a campus breakdown of PreK Literacy CIRCLE data*

## GOAL and Performance Objective

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

**Performance Objective 6:** By June 2022, FBISD will establish an evidenced based retention strategy to retain high quality staff including evaluation of baseline data and ongoing development of teachers.

### Performance Objective Summary

#### DATA SOURCES:

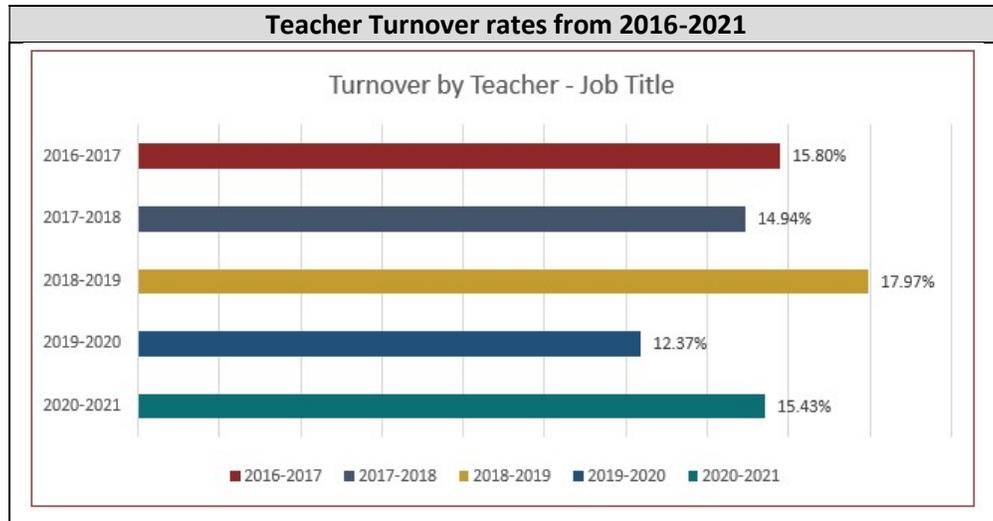
- Harvard Business Review article: “Who is Driving the Great Resignation”  
<https://hbr.org/2021/09/who-is-driving-the-great-resignation>
- FBISD Employee Information System-People Soft

#### SUMMARY:

- With the “Great Resignation,” it is increasingly important to retain teacher talent in Fort Bend ISD. In order to inform an evidence-based teacher retention strategy, the baseline teacher turnover rate has been established as **16.01%**.
- This rate was calculated using the average teacher turnover in Fort Bend ISD for the 2016-17 (15.80%), 2017-18 (14.94%), 2018-19 (17.97%), and 2020-21(15.43%) academic years. The 2019-20 (12.37%) academic year was not included in this calculation as it was the pandemic and teachers were not exiting the District at the same rate as prior years. **See chart on next page.**
- SPED teacher vacancies are higher than 1<sup>st</sup> semester last year at all levels.
- Bilingual and ESL certifications are maintaining overall and show a 2% increase in elementary Bilingual and ESL certified teachers.
- Title I campus vacancies are higher than 1<sup>st</sup> semester last year at all levels.

## Metrics and Data

METRIC: Establish a baseline for teacher turnover rate to inform creation of an evidence-based retention strategy.



METRIC: Decrease the number of Special Education classroom/courses that do not have a certified teacher or certified substitute teacher for four or more consecutive weeks for Title 1 and 30 instructional days in non-Title 1 classrooms. **[RDA]**

<b>2020-21 SPED Classroom Vacancies Exceeding 30 Days</b>			
<b>Level</b>	<b>2020-21</b>		<b>2021-22</b>
	<b># of Classroom Vacancies Exceeding 30 days for Semester 1</b>	<b># of Classroom Vacancies Exceeding 30 days for Semester 2</b>	<b># of Classroom Vacancies Exceeding 30 days for BOY (first 30 days)</b>
<b>Elementary</b>	9	22	<b>26</b>
<b>Middle</b>	1	12	<b>8</b>
<b>High</b>	6	10	<b>19</b>
Data Sources: FBISD Employee Information System – People Soft			

METRIC: Increase the percentage of teachers who serve ESL program students in ELA classrooms who are ESL certified/endorsed. [RDA]

English Learner Teachers - with Bilingual & ESL Certs								
Level	Position Type	2020-21 as of 9/2/20			2021-2022 as of 9/2/21			% Increase in Number of Teachers with Certification
		# EL Teachers	# EL Teachers with Bilingual or ESL Certification	% EL Teachers with Bilingual or ESL Certification	# EL Teachers	# EL Teachers with Bilingual or ESL Certification	% EL Teachers with Bilingual or ESL Certification	
ES	Bilingual	143	139	97%	138	137	99%	2%
	ESL	1531	1231	80%	1507	1240	82%	2%
MS	ESL	187	157	84%	188	158	84%	0%
HS	ESL	226	169	75%	238	179	75%	0%
District		<b>2087</b>	<b>1696</b>	<b>81%</b>	<b>2071</b>	<b>1714</b>	<b>83%</b>	<b>2%</b>
Data Sources: FBISD Employee Information System – People Soft								

METRIC: Decrease the number of Title I classrooms/courses that do not have a certified teacher or certified substitute teacher for four or more consecutive weeks. [RDA]

2020-21 Title I Classroom Vacancies Exceeding 30 Days			
Level	2020-2021		2021-2022
	# of Classroom Vacancies Exceeding 30 days for Semester 1	# of Classroom Vacancies Exceeding 30 days for Semester 2	# of Classroom Vacancies Exceeding 30 days for BOY (first 30 days)
Elementary	29	74	51
Middle	2	18	7
High	8	14	20
Data Sources: FBISD Employee Information System – People Soft			

## GOAL and Performance Objective

**Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.**

**Performance Objective 1:** By June 2022, FBISD will increase campus implementation of student safety through the multi-tiered systems of support provided to improve student mental health, safety, and well-being.

### Performance Objective Summary

#### DATA SOURCES:

- MTSS Whole Child Health Online Referral Forms

#### SUMMARY:

- 477 student requests through the online MTSS Whole Child Health Referral Forms for services were received as of 10-21-21.
- 236 students received Tier 3 support from FBISD or community mental health counselors in the months of August and September.2
- The current system in place has allowed the department to begin gathering data to review services offered by campuses.

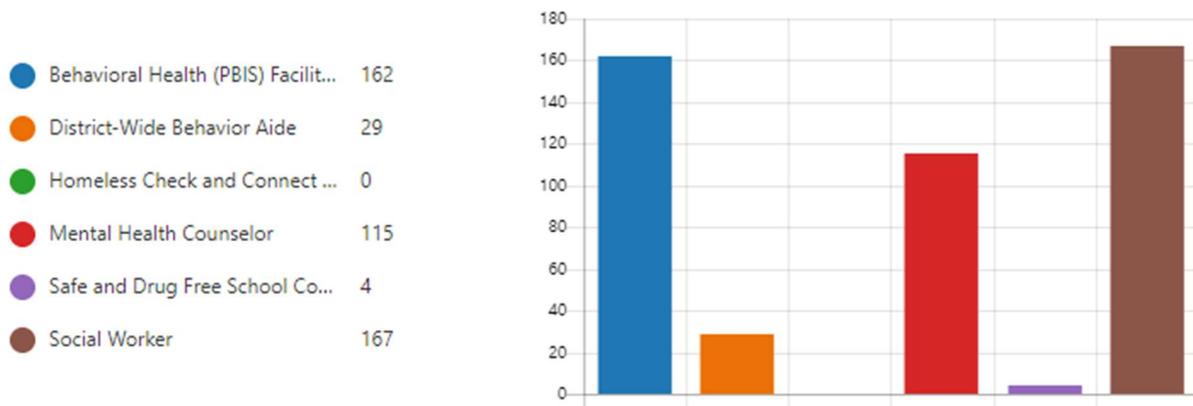
### Metrics and Data

METRIC: Increase campus implementation of Multi-tiered Systems of Support (MTSS) & Whole Child Health processes that promote student health and wellness. Through reviewing a balance between needs, preventative services, and interventions. (Campus and District)

- Tier 1 – The number of counseling services provided that align to the model school counseling program
- Tier 2 – The number of requests for tier 2 & 3 counseling services (via the Whole Child Health Referral form) for social workers, mental health counselors, safe and drug free school specialists, and behavioral health team members & number of services and types provided by each of these like job roles.
- Tier 3 – Establish a baseline of the number of Whole Child health referrals for more frequent or intensive services aligned to the need.

Number of Counseling Services Provided by Month 2021-22					
Month	Total	Service Type			
		Social/Emotional	CCMR/Grade Level Transition	Academic	Other
August	6665	909	13	2730	3013
Sept	9248	1880	331	3426	3611

**Number of requests received through the MTSS Whole Child Health Online Referral Forms as of 10/21/21**



This chart below reflects the number of students referred and seen for Tier 3 supports from FBISD Mental Health Counselors and community partners. The number of students seen each month may include students from the previous month. The number of students seen purely reflects the numbers of students who were seen during that time.

Month	District MHC		Clearhope		Invocare IMPACT		Sugar Land Counseling Center		TCHAT		Total	
	# of Referrals	# of Students Seen	# of Referrals	# of Students Seen	# of Referrals	# of Students Seen	# of Referrals	# of Students Seen	# of Referrals	# of Students Seen	# of Referrals	# of Students Seen
Aug	32	20	25	57	1	30	0	0	0	0	58	107
Sept	36	28	44	68	2	28	0	0	5	5	87	129

Services and supports provided by our Behavioral Health Facilitators, Mental Health Counselors, and Social Workers have been tracked and allow the district team to monitor the number of services per quarter. Below are the number of services that have been provided in the first quarter.

The **Behavioral Health Facilitators** work with students and adults in the areas of the Student Ownership of Behavior Framework: PBIS, Restorative Practices, and Trauma-Informed Practices.

<b>Behavioral Health Facilitators Services and Supports</b>				
<b>1st Quarter 2021-22</b>				
Coaching/ Modelling	Collaborating	Consultations	Observation	Student Specific Intervention
51	220	207	303	235

The FBISD **Mental Health Counselors** provide therapeutic services for students at all campuses while also providing consultative services to staff around student support.

<b>Mental Health Counselors Services and Supports</b>				
<b>1st Quarter 2021-22</b>				
Bilingual Sessions	Consultations	Parent Contact	Sessions	Student Contacts
22	850	333	183	177

**Social Workers** partner with campuses to offer Tier 2 support to students.

<b>Social Workers Services and Supports</b>			
<b>1st Quarter 2021-22</b>			
Consultations	Home Visits	Parent Support	Student Support
3443	72	2257	3800

## GOAL and Performance Objective

**Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.**

**Performance Objective 2:** By June 2022, FBISD will increase utilization of the student ownership of behavior framework practices to improve the culture and climate of all campuses.

### Performance Objective Summary

#### DATA SOURCES:

- CST Walks – Student Ownership of Behavior

#### SUMMARY:

- This is the first year of the full implementation of the roll out of these practices and trainings
- Student Ownership of Behavior has not been collected prior to this year, so this is initial baseline data.
- Student Ownership of behavior tools are present in 43% of classrooms.
- Respect agreements are the most utilized practice.
- 29% of classes had observable collaboration between students.
- These indicators will not be seen in every classroom at the same rate as the academic curricular indicators.

### Metrics and Data

METRIC: Increasing % of Student Ownership of Learning and Behavior practices (POG 1-6) observed during CST walkthroughs.

2021-2022 Campus Profile of a Graduate (POG) Alignment CST Walks				
Level	District	Elementary	Middle	High
% Classrooms Observed Using Respect Agreements (POG 1)	43%	51%	22%	32%
% Classrooms Observed: <b>Teachers Modeled</b> Community Circles (POG2)	2%	2%	1%	2%
% Classrooms: <b>Student Observed</b> in Community Circles (POG 2)	2%	2%	1%	2%
% Classrooms Observed: <b>Teacher Modeling</b> Communication Protocols (POG 3)	12%	15%	8%	8%
% Classrooms: <b>Student Observed</b> Engaging in Communication Protocols (POG 3)	23%	27%	19%	14%
% Classrooms Observed: <b>Teacher Models</b> Using Tools Facilitating Collaboration (POG 4)	8%	10%	6%	5%

2021-2022 Campus Profile of a Graduate (POG) Alignment CST Walks				
Level	District	Elementary	Middle	High
% Classrooms: <b>Students Observed</b> Using Tools Facilitating Collaboration (POG 4)	29%	33%	26%	18%
% Classrooms Observed: Teacher Providing Feedback on Success Criteria for Dispositions (POG 5)	10%	11%	7%	9%
% Classrooms: Students Observed Practicing Disposition Using Success Criteria (POG 6)	7%	6%	6%	8%
Data Source: 2021-2022 CST Walks				

### GOAL and Performance Objective

**Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.**

**Performance Objective 3:** By June 2022, FBISD will decrease disproportionality rates of student groups, as demonstrated in disciplinary actions (ISS, OSS, DAEP) and ensure that threat assessment protocols are followed as well as strong implementation of established FBISD Multi-Tiered System of Support (MTSS).

### Performance Objective Summary

**DATA SOURCES:**

- OnData Suite
- RDA Report Card

**SUMMARY:**

- Two formulas are used for data to determine disproportionality: Data Validation Monitoring (DVM) & Results Driven Accountability (RDA). Each has different indicator triggers and focuses on different student groups.
- DVM risk ratio rate should maintain a rate of 2.0 or below. Based on DVM calculations, classroom removals by ethnicity show Hispanic, African American, and SPED groups are slightly above the 2 percent. The DVM trigger #6 disproportionality indicator for discretionary DAEP placement is still well below the 2.0 threshold for African American students.
- RDA risk ratio rate should maintain a rate of 2.5 or below. Based on RDA calculations, African American, SPED students are above the rate of 2.5 for ISS, OSS, and Total Removals.

## Metrics and Data

METRIC: The disproportionality rate for In-school suspension (ISS), out-of-school suspension (OSS) and discretionary placement into the Discipline Alternative Education Program (DAEP) will maintain a rate of less than 2.0 in the following student groups (African American, Hispanic, and Special Education) utilizing the Data Validation Monitoring (DVM) & Results Driven Accountability (RDA) indicator triggers from 2020-21 to 2021-22.

<b>Classroom Removals by Ethnicity</b>				
<b>Group</b>	<b>2020-21</b>		<b>2021-22</b> <i>AS of 11/1/2021</i>	
	<b>ISS Actions</b>	<b>ISS %</b>	<b>ISS Actions</b>	<b>ISS %</b>
Hispanic	379	1.36%	336	1.3%
African America	712	2.30%	531	2.09%
SPED	344	2.41%	241	1.99%
	<b>OSS Actions</b>	<b>OSS %</b>	<b>OSS Actions</b>	<b>OSS %</b>
Hispanic	221	0.87%	201	0.86%
African America	403	1.44%	554	2.19%
SPED	230	1.79%	245	2.21%
	<b>DAEP Actions</b>	<b>DAEP %</b>	<b>DAEP Actions</b>	<b>DAEP %</b>
Hispanic	68	0.31%	53	0.25%
African America	65	0.29%	71	0.32%
SPED	25	0.26%	21	0.24%
Data Source: OnData Suite				

METRIC: The disproportionality rate will decrease utilizing the RDA risk ratio (Special Ed only) for ISS, OSS, Total Disciplinary Removals, and DAEP from 2020-21 to 2021-22

<b>RDA Risk Ratio Determinations for African American Students Served with Special Education Services</b>			
<b>2020-2021 (EOY)</b>		<b>2021-2022 (First Nine Weeks)</b>	
ISS	2.4	ISS	2.6
OSS	2.5	OSS	3.4
Total Removals (ISS, OSS, DAEP)	2.8	Total Removals (ISS, OSS, DAEP)	2.8
Data Source: SPED Report Card			

**Appendix A**

<b>Campus Progress 2021-22 Kinder REN Early Literacy Screener</b>		
	<b>Status</b>	<b>BOY</b>
ANNE MCCORMICK SULLIVAN E S	Approaches	87%
ARIZONA FLEMING E S	Improvement Needed	35%
AUSTIN PARKWAY E S	Improvement Needed	47%
BARBARA JORDAN E S	Approaches	47%
BARRINGTON PLACE E S	Improvement Needed	43%
BLUE RIDGE E S	On Track	23%
BRAZOS BEND E S	Improvement Needed	77%
BRIARGATE E S	Approaches	22%
CAROLYN AND VERNON MADDEN E S	Approaches	75%
COLONY BEND E S	Improvement Needed	51%
COLONY MEADOWS E S	On Track	83%
COMMONWEALTH E S	On Track	87%
CORNERSTONE E S	On Track	84%
DONALD LEONETTI E S	Improvement Needed	60%
DR LYNN ARMSTRONG E S	On Track	45%
DULLES E S	On Track	68%
E A JONES E S	Improvement Needed	40%
EDGAR GLOVER JR E S	On Track	40%
HERITAGE ROSE E S	Improvement Needed	42%
HGE EARLY LITERACY CENTER	Improvement Needed	46%
HIGHLANDS E S	Improvement Needed	60%
HUNTERS GLEN E S		#N/A
JAMES C. NEILL E S	Approaches	57%
JAMES PATTERSON E S	On Track	50%
JAN SCHIFF E S	On Track	61%
JUAN SEGUIN E S	Improvement Needed	45%
LAKEVIEW E S	On Track	71%
LANTERN LANE E S	Approaches	38%
LEXINGTON CREEK E S	Approaches	55%
LULA BELLE GOODMAN E S	Improvement Needed	38%
MALALA YOUSAFZAI E S	Approaches	67%
MARY AUSTIN HOLLEY E S	On Track	45%
MEADOWS E S	On Track	44%
MISSION BEND E S	Improvement Needed	30%
MISSION GLEN E S	On Track	62%
MISSION WEST E S	Approaches	43%

Campus Progress 2021-22 Kinder REN Early Literacy Screener		
	Status	BOY
OAKLAND E S	Improvement Needed	60%
OYSTER CREEK E S	Improvement Needed	47%
PALMER E S	Approaches	47%
PECAN GROVE E S	Improvement Needed	60%
QUAIL VALLEY E S	On Track	43%
RIDGEGATE E S	Improvement Needed	30%
RIDGEMONT E S		#N/A
RITA DRABEK E S	Improvement Needed	59%
RME EARLY LITERACY CENTER	Improvement Needed	51%
ROSA PARKS E S	Approaches	39%
SCANLAN OAKS E S	On Track	75%
SETTLERS WAY E S	On Track	66%
SIENNA CROSSING E S	Approaches	61%
SUGAR MILL E S	Improvement Needed	53%
TOWNWEST E S	Improvement Needed	40%
WALKER STATION E S	On Track	73%
WALTER MOSES BURTON E S	Improvement Needed	44%

On Track = No more than 10% from their Campus Target

Approaches= within 10-20% of Campus Target

Improvement Needed= More than 20% of Campus Target

## Appendix B

Campus Progress 2021-22 1st/2nd Grade REN Reading		
	Status	BOY
ANNE MCCORMICK SULLIVAN E S	On Track	83%
ARIZONA FLEMING E S	On Track	51%
AUSTIN PARKWAY E S	Approaches	68%
BARBARA JORDAN E S	Approaches	48%
BARRINGTON PLACE E S	On Track	57%
BLUE RIDGE E S	Improvement Needed	18%
BRAZOS BEND E S	Approaches	70%
BRIARGATE E S	Approaches	26%
CAROLYN AND VERNON MADDEN E S	On Track	80%
COLONY BEND E S	On Track	61%
COLONY MEADOWS E S	On Track	70%
COMMONWEALTH E S	On Track	85%
CORNERSTONE E S	On Track	90%

Campus Progress 2021-22 1st/2nd Grade REN Reading		
	Status	BOY
DONALD LEONETTI E S	On Track	64%
DR LYNN ARMSTRONG E S	On Track	38%
DULLES E S	On Track	51%
E A JONES E S	On Track	51%
EDGAR GLOVER JR E S	On Track	47%
HERITAGE ROSE E S	On Track	40%
HGE EARLY LITERACY CENTER	Improvement Needed	35%
HIGHLANDS E S	Approaches	68%
HUNTERS GLEN E S	On Track	24%
JAMES C. NEILL E S	On Track	63%
JAMES PATTERSON E S	On Track	50%
JAN SCHIFF E S	On Track	58%
JUAN SEGUIN E S	On Track	53%
LAKEVIEW E S	On Track	48%
LANTERN LANE E S	Approaches	40%
LEXINGTON CREEK E S	On Track	62%
LULA BELLE GOODMAN E S	Improvement Needed	38%
MALALA YOUSAFZAI E S	On Track	73%
MARY AUSTIN HOLLEY E S	On Track	50%
MEADOWS E S	Approaches	63%
MISSION BEND E S	On Track	40%
MISSION GLEN E S	On Track	41%
MISSION WEST E S	On Track	42%
OAKLAND E S	Approaches	63%
OYSTER CREEK E S	On Track	53%
PALMER E S	On Track	64%
PECAN GROVE E S	Approaches	53%
QUAIL VALLEY E S	On Track	52%
RIDGEGATE E S	On Track	45%
RIDGEMONT E S	On Track	28%
RITA DRABEK E S	On Track	59%
RME EARLY LITERACY CENTER	On Track	44%
ROSA PARKS E S	On Track	37%
SCANLAN OAKS E S	On Track	64%
SETTLERS WAY E S	On Track	70%
SIENNA CROSSING E S	On Track	60%
SUGAR MILL E S	On Track	51%

Campus Progress 2021-22 1st/2nd Grade REN Reading		
	Status	BOY
TOWNEWEST E S	On Track	47%
WALKER STATION E S	On Track	76%
WALTER MOSES BURTON E S	On Track	50%

On Track = No more than 10% from their Campus Target

Approaches= within 10-20% of Campus Target

Improvement Needed= More than 20% of Campus Target

## Appendix C

Campuses whose percent of students “At/Above Level” is less than the district average of 51% are highlighted in red. The \* indicates a Title 1 campus.

### 1<sup>st</sup> Grade – Benchmark Assessment System (BAS)

BAS Reading Level Data BOY (1st Grade)							
Campus Name	Total	Tested	Participati on Rate	Below Level	On Level	Above Level	At/Above Level
District	5,040	4,390	87.10%	49%	16%	35%	51%
ANNE MCCORMICK SULLIVAN E S	181	175	96.69%	19%	23%	58%	81%
<b>ARIZONA FLEMING E S*</b>	78	53	67.95%	85%	13%	2%	15%
AUSTIN PARKWAY E S	105	98	93.33%	43%	17%	40%	57%
BARBARA JORDAN E S	76	55	72.37%	62%	5%	33%	38%
BARRINGTON PLACE E S	69	66	95.65%	53%	27%	20%	47%
<b>BLUE RIDGE E S*</b>	37	36	97.30%	83%	11%	6%	17%
BRAZOS BEND E S	181	90	49.72%	38%	23%	39%	62%
<b>BRIARGATE E S*</b>	34	31	91.18%	84%	10%	6%	16%
CAROLYN AND VERNON MADDEN E S	127	123	96.85%	20%	18%	63%	81%
COLONY BEND E S	61	57	93.44%	44%	14%	42%	56%
COLONY MEADOWS E S	74	72	97.30%	25%	18%	57%	75%
COMMONWEALTH E S	163	161	98.77%	23%	20%	57%	77%
CORNERSTONE E S	107	101	94.39%	16%	17%	67%	84%
DONALD LEONETTI E S	167	162	97.01%	48%	17%	35%	52%
<b>DR LYNN ARMSTRONG E S*</b>	57	29	50.88%	72%	3%	24%	27%
DULLES E S	107	95	88.79%	74%	14%	13%	27%
<b>E A JONES E S*</b>	85	82	96.47%	62%	22%	16%	38%
<b>EDGAR GLOVER JR E S*</b>	53	50	94.34%	62%	14%	24%	38%
<b>HERITAGE ROSE E S*</b>	174	89	51.15%	76%	10%	13%	23%
<b>HGE EARLY LITERACY CENTER*</b>	60	59	98.33%	66%	5%	29%	34%
HIGHLANDS E S	92	90	97.83%	54%	16%	30%	46%

BAS Reading Level Data BOY (1st Grade)							
Campus Name	Total	Tested	Participati on Rate	Below Level	On Level	Above Level	At/Above Level
District	5,040	4,390	87.10%	49%	16%	35%	51%
JAMES C. NEILL E S	179	170	94.97%	43%	15%	42%	57%
JAMES PATTERSON E S	100	59	59.00%	59%	24%	17%	41%
JAN SCHIFF E S	144	141	97.92%	49%	8%	43%	51%
JUAN SEGUIN E S	121	116	95.87%	45%	15%	41%	56%
LAKEVIEW E S	41	40	97.56%	52%	28%	20%	48%
<b>LANTERN LANE E S*</b>	60	48	80.00%	73%	8%	19%	27%
LEXINGTON CREEK E S	63	60	95.24%	53%	13%	33%	46%
<b>LULA BELLE GOODMAN E S*</b>	92	90	97.83%	80%	11%	9%	20%
MALALA YOUSAFZAI E S	160	152	95.00%	35%	12%	53%	65%
<b>MARY AUSTIN HOLLEY E S*</b>	99	72	72.73%	64%	12%	24%	36%
MEADOWS E S	60	57	95.00%	49%	26%	25%	51%
<b>MISSION BEND E S*</b>	45	39	86.67%	95%	5%	0%	5%
<b>MISSION GLEN E S*</b>	39	30	76.92%	97%	0%	3%	3%
<b>MISSION WEST E S*</b>	74	69	93.24%	52%	22%	26%	48%
OAKLAND E S	147	146	99.32%	46%	22%	32%	54%
OYSTER CREEK E S	117	114	97.44%	60%	14%	26%	40%
PALMER E S	121	119	98.35%	41%	10%	49%	59%
PECAN GROVE E S	119	109	91.60%	59%	21%	20%	41%
QUAIL VALLEY E S	75	71	94.67%	55%	11%	34%	45%
<b>RIDGEGATE E S*</b>	44	29	65.91%	72%	7%	21%	28%
RITA DRABEK E S	98	90	91.84%	50%	11%	39%	50%
<b>RME EARLY LITERACY CENTER*</b>	174	93	53.45%	59%	20%	20%	40%
<b>ROSA PARKS E S*</b>	92	87	94.57%	67%	5%	29%	34%
SCANLAN OAKS E S	140	110	78.57%	36%	22%	42%	64%
SETTLERS WAY E S	116	105	90.52%	46%	12%	42%	54%
SIENNA CROSSING E S	143	142	99.30%	43%	18%	39%	57%
SUGAR MILL E S	78	74	94.87%	53%	20%	27%	47%
<b>TOWNWEST E S*</b>	68	47	69.12%	57%	26%	17%	43%
WALKER STATION E S	107	103	96.26%	33%	26%	41%	67%
<b>WALTER MOSES BURTON E S*</b>	41	39	95.12%	44%	18%	38%	56%

## 1<sup>st</sup> Grade - Systema de evaluacion de la lectura (SEL)

SEL Reading Level Data BOY (1st Grade)							
Campus Name	Total	Tested	Participation Rate	Below Level	On Level	Above Level	At/Above Level
District	329	196	59.57%	76%	15%	9%	24%
ARIZONA FLEMING E S*	23	22	95.65%	86%	14%	0%	14%
VIRTUAL LEARNING	6		0.00%				0%
DR LYNN ARMSTRONG E S*	24	24	100.00%	71%	8%	21%	29%
E A JONES E S*	19		0.00%				0%
HERITAGE ROSE E S*	61	58	95.08%	93%	7%	0%	7%
LULA BELLE GOODMAN E S*	39		0.00%				0%
MARY AUSTIN HOLLEY E S*	30	14	46.67%	57%	29%	14%	43%
MISSION WEST E S*	25	1	4.00%	100%	0%	0%	0%
RIDGEGATE E S*	11	11	100.00%	73%	9%	18%	27%
RME ELC*	73	50	68.49%	56%	26%	18%	44%
TOWNEWEST E S*	18	16	88.89%	88%	12%	0%	12%

## 2<sup>nd</sup> Grade – Benchmark Assessment System (BAS)

BAS Reading Level Data BOY (2nd Grade)							
Campus Name	Total	Tested	Participation Rate	Below Level	On Level	Above Level	At/Above Level
District	5185	4342	84%	48%	8%	44%	52%
ANNE SULLIVAN E S	179	162	91%	20%	7%	73%	80%
ARIZONA FLEMING E S*	65	46	71%	74%	15%	11%	26%
AUSTIN PARKWAY E S	120	117	98%	30%	9%	61%	70%
BARBARA JORDAN E S	72	64	89%	47%	5%	48%	53%
BARRINGTON PLACE E S	74	50	68%	60%	26%	14%	40%
BLUE RIDGE E S*	41	40	98%	80%	0%	20%	20%
BRAZOS BEND E S	221	82	37%	45%	7%	48%	55%
BRIARGATE E S*	65	60	92%	82%	7%	12%	18%
CAROLYN/VERNON MADDEN E S	139	135	97%	19%	6%	75%	81%
COLONY BEND E S	58	55	95%	100%	0%	0%	0%
COLONY MEADOWS E S	103	97	94%	41%	3%	56%	59%
COMMONWEALTH E S	145	140	97%	36%	6%	58%	64%
CORNERSTONE E S	131	124	95%	15%	9%	76%	85%
DONALD LEONETTI E S	187	180	96%	23%	8%	69%	77%
DR LYNN ARMSTRONG E S*	82	42	51%	93%	0%	7%	7%
DULLES E S	84	78	93%	73%	5%	22%	27%
E A JONES E S*	74	43	58%	70%	5%	26%	30%
EDGAR GLOVER JR E S*	63	32	51%	97%	0%	3%	3%

BAS Reading Level Data BOY (2nd Grade)							
Campus Name	Total	Tested	Participation Rate	Below Level	On Level	Above Level	At/Above Level
District	5185	4342	84%	48%	8%	44%	52%
HERITAGE ROSE E S*	146	102	70%	74%	2%	25%	26%
HIGHLANDS E S	84	81	96%	41%	9%	51%	59%
HUNTERS GLEN E S*	52	41	79%	85%	0%	15%	15%
JAMES C. NEILL E S	167	151	90%	45%	15%	40%	55%
JAMES PATTERSON E S	134	123	92%	57%	13%	30%	43%
JAN SCHIFF E S	141	128	91%	46%	8%	46%	54%
JUAN SEGUIN E S	129	97	75%	39%	7%	54%	61%
LAKEVIEW E S	41	33	80%	58%	9%	33%	42%
LANTERN LANE E S*	54	40	74%	80%	10%	10%	20%
LEXINGTON CREEK E S	86	80	93%	38%	5%	58%	63%
LULA BELLE GOODMAN E S*	112	65	58%	80%	2%	18%	20%
MALALA YOUSAFZAI E S	179	173	97%	38%	16%	46%	62%
MARY AUSTIN HOLLEY E S*	87	46	53%	67%	2%	30%	33%
MEADOWS E S	61	56	92%	66%	16%	18%	34%
MISSION BEND E S*	31	22	71%	86%	5%	9%	14%
MISSION GLEN E S*	32	28	88%	46%	4%	50%	54%
MISSION WEST E S*	82	72	88%	74%	3%	24%	26%
OAKLAND E S	159	147	92%	37%	6%	56%	63%
OYSTER CREEK E S	143	132	92%	41%	8%	52%	59%
PALMER E S	102	100	98%	26%	8%	66%	74%
PECAN GROVE E S	112	97	87%	60%	3%	37%	40%
QUAIL VALLEY E S	79	68	86%	53%	24%	24%	47%
RIDGEGATE E S*	72	31	43%	65%	0%	35%	35%
RIDGEMONT E S*	59	30	51%	80%	7%	13%	20%
RITA DRABEK E S	106	98	92%	58%	6%	36%	42%
ROSA PARKS E S*	83	75	90%	84%	3%	13%	16%
SCANLAN OAKS E S	138	126	91%	49%	6%	45%	51%
SETTLERS WAY E S	119	111	93%	32%	9%	59%	68%
SIENNA CROSSING E S	145	141	97%	45%	11%	44%	55%
SUGAR MILL E S	93	86	92%	45%	9%	45%	55%
TOWNEWEST E S*	67	41	61%	54%	7%	39%	46%
WALKER STATION E S	128	125	98%	26%	17%	57%	74%
WALTER MOSES BURTON E S*	58	49	84%	45%	14%	41%	55%

## 2<sup>nd</sup> Grade - Systema de evaluacion de la lectura (SEL)

SEL Reading Level Data BOY (2nd Grade)							
Campus Name	Total	Tested	Participatio n Rate	Below Level	On Level	Above Level	At/Above Level
District	311	220	70.74%	66%	9%	25%	34%
ARIZONA FLEMING E S*	13	13	100.00%	77%	8%	15%	23%
BRAZOS BEND E S	5		0.00%				0%
DR LYNN ARMSTRONG E S*	28	27	96.43%	67%	0%	33%	33%
E A JONES E S*	13	13	100.00%	85%	8%	8%	16%
HERITAGE ROSE E S*	65	16	24.62%	19%	0%	81%	81%
LULA BELLE GOODMAN E S*	41	40	97.56%	82%	0%	18%	18%
MARY AUSTIN HOLLEY E S*	33	30	90.91%	57%	10%	33%	43%
MISSION WEST E S*	27		0.00%				0%
RIDGEGATE E S*	39	35	89.74%	46%	40%	14%	54%
RIDGEMONT E S*	30	30	100.00%	87%	3%	10%	13%

### Appendix D

The data below provides information by campus on the percentage of students that fall into each performance category for **Reading** on the Ren360 Reading assessment during the Beginning of the Year (BOY) test for the Fall 2021.

The yellow highlighted cells indicate that the percentage of students “At/Above Benchmark” is less than the district average for each campus level (elementary, middle, and high school). The \* indicates a Title 1 campus.

### Elementary Schools

Ren360 Reading BOY Performance Level Data by Campus				
	21-22 BOY At/Above Benchmark	21-22 BOY On Watch	21-22 BOY Intervention	21-22 BOY Urgent Intervention
District	52.6%	14.6%	14.8%	18.0%
Elementary Summary	58.5%	13.1%	11.6%	16.8%
ANNE MCCORMICK SULLIVAN E S	85.0%	8.5%	3.3%	3.2%
ARIZONA FLEMING E S*	41.3%	15.4%	18.7%	24.6%
AUSTIN PARKWAY E S	67.1%	10.0%	10.8%	12.1%
BARBARA JORDAN E S	49.6%	14.4%	15.6%	20.4%
BARRINGTON PLACE E S	54.5%	14.0%	14.5%	17.1%
BLUE RIDGE E S*	19.7%	14.6%	24.5%	41.2%
BRAZOS BEND E S	70.4%	10.1%	9.2%	10.2%
BRIARGATE E S*	23.3%	12.6%	20.1%	44.0%
CAROLYN AND VERNON MADDEN E S	78.4%	10.1%	4.4%	7.2%
COLONY BEND E S	64.0%	13.6%	10.3%	12.1%

Ren360 Reading BOY Performance Level Data by Campus				
	21-22 BOY At/Above Benchmark	21-22 BOY On Watch	21-22 BOY Intervention	21-22 BOY Urgent Intervention
District	52.6%	14.6%	14.8%	18.0%
Elementary Summary	58.5%	13.1%	11.6%	16.8%
COLONY MEADOWS E S	79.3%	8.8%	4.9%	7.1%
COMMONWEALTH E S	89.5%	5.3%	2.2%	3.0%
CORNERSTONE E S	86.4%	5.7%	4.7%	3.2%
DONALD LEONETTI E S	68.5%	13.8%	8.3%	9.3%
<b>DR LYNN ARMSTRONG E S*</b>	30.9%	15.5%	16.4%	37.3%
DULLES E S	50.3%	16.5%	13.6%	19.7%
<b>E A JONES E S*</b>	38.1%	11.5%	20.0%	30.4%
<b>EDGAR GLOVER JR E S*</b>	39.2%	13.8%	17.7%	29.3%
<b>HERITAGE ROSE E S*</b>	35.8%	16.8%	19.9%	27.5%
<b>HGE EARLY LITERACY CENTER*</b>	39.2%	25.8%	7.2%	27.8%
HIGHLANDS E S	66.6%	13.5%	8.5%	11.5%
<b>HUNTERS GLEN E S*</b>	27.2%	20.0%	21.0%	31.8%
JAMES C. NEILL E S	63.3%	11.8%	10.9%	14.0%
JAMES PATTERSON E S	51.7%	15.7%	13.6%	19.0%
JAN SCHIFF E S	64.7%	13.5%	9.1%	12.7%
JUAN SEGUIN E S	52.5%	16.7%	14.7%	16.1%
LAKEVIEW E S	54.8%	16.5%	11.3%	17.3%
<b>LANTERN LANE E S*</b>	39.3%	16.0%	16.9%	27.8%
LEXINGTON CREEK E S	63.8%	13.4%	10.5%	12.3%
<b>LULA BELLE GOODMAN E S*</b>	34.3%	14.3%	18.2%	33.3%
MALALA YOUSAFZAI E S	74.6%	9.9%	6.6%	8.9%
<b>MARY AUSTIN HOLLEY E S*</b>	42.7%	16.0%	17.5%	23.9%
MEADOWS E S	56.0%	11.0%	15.1%	17.9%
<b>MISSION BEND E S*</b>	34.1%	15.8%	17.9%	32.2%
<b>MISSION GLEN E S*</b>	44.9%	17.0%	14.6%	23.5%
<b>MISSION WEST E S*</b>	39.6%	16.1%	17.1%	27.3%
OAKLAND E S	62.9%	15.0%	10.5%	11.6%
OYSTER CREEK E S	56.2%	14.1%	12.9%	16.8%
PALMER E S	57.9%	13.6%	13.5%	15.0%
PECAN GROVE E S	56.3%	16.0%	10.8%	16.9%
QUAIL VALLEY E S	49.9%	14.3%	11.1%	24.7%
<b>RIDGEGATE E S*</b>	27.2%	16.3%	18.4%	38.1%
<b>RIDGEMONT E S*</b>	21.2%	14.5%	21.2%	43.1%
RITA DRABEK E S	59.3%	13.1%	11.8%	15.9%
<b>RME EARLY LITERACY CENTER*</b>	48.0%	20.2%	12.1%	19.8%

Ren360 Reading BOY Performance Level Data by Campus				
	21-22 BOY At/Above Benchmark	21-22 BOY On Watch	21-22 BOY Intervention	21-22 BOY Urgent Intervention
District	52.6%	14.6%	14.8%	18.0%
Elementary Summary	58.5%	13.1%	11.6%	16.8%
<b>ROSA PARKS E S*</b>	36.3%	18.1%	14.9%	30.7%
SCANLAN OAKS E S	68.3%	13.1%	9.5%	9.1%
SETTLERS WAY E S	70.2%	8.9%	8.4%	12.5%
SIENNA CROSSING E S	68.5%	12.8%	7.8%	10.9%
SUGAR MILL E S	54.6%	15.1%	12.4%	17.9%
<b>TOWNEWEST E S*</b>	38.2%	17.2%	19.9%	24.7%
WALKER STATION E S	78.1%	8.7%	6.7%	6.4%
<b>WALTER MOSES BURTON E S*</b>	41.4%	18.8%	15.1%	24.7%

### Middle Schools

	21-22 BOY At/Above Benchmark	21-22 BOY On Watch	21-22 BOY Intervention	21-22 BOY Urgent Intervention
District	52.6%	14.6%	14.8%	18.0%
Middle School	52.6%	15.3%	15.9%	16.2%
BILLY BAINES M S	54.8%	16.5%	15.6%	13.1%
<b>CHRISTA MCAULIFFE M S*</b>	17.0%	16.3%	26.6%	40.1%
DAVID CROCKETT M S	40.9%	19.6%	19.8%	19.7%
DULLES M S	50.9%	17.3%	17.7%	14.1%
FIRST COLONY M S	66.4%	12.2%	11.9%	9.6%
FORT SETTLEMENT M S	81.7%	9.3%	5.9%	3.2%
<b>HODGES BEND M S*</b>	35.1%	16.8%	22.2%	25.9%
JAMES BOWIE M S	55.7%	19.0%	15.9%	9.4%
LAKE OLYMPIA M S	30.2%	16.8%	21.7%	31.2%
MACARIO GARCIA M S	59.3%	17.5%	13.4%	9.8%
<b>MISSOURI CITY M S*</b>	22.8%	16.0%	26.1%	35.1%
QUAIL VALLEY M S	66.4%	9.7%	10.3%	13.5%
RONALD THORNTON M S	52.8%	16.3%	15.7%	15.2%
SARTARTIA M S	75.2%	10.9%	8.6%	5.3%
SUGAR LAND M S	45.1%	15.7%	17.5%	21.7%

## High Schools

	21-22 BOY At/Above Benchmark	21-22 BOY On Watch	21-22 BOY Intervention	21-22 BOY Urgent Intervention
District	52.6%	14.6%	14.8%	18.0%
High School	42.6%	16.6%	19.2%	21.7%
CLEMENTS H S	67.8%	13.0%	9.8%	9.3%
DULLES H S	57.0%	14.7%	14.3%	14.0%
GEORGE BUSH H S	29.7%	18.9%	22.9%	28.5%
HIGHTOWER H S	28.2%	16.8%	25.6%	29.5%
KEMPNER H S	37.4%	19.2%	20.3%	23.2%
LAWRENCE E ELKINS H S	52.4%	16.2%	16.7%	14.8%
RIDGE POINT H S	47.7%	18.2%	17.5%	16.6%
STEPHEN F AUSTIN H S	52.2%	15.0%	17.2%	15.6%
<b>THURGOOD MARSHALL H S*</b>	17.3%	11.3%	25.4%	46.0%
WILLIAM B TRAVIS H S	50.1%	18.8%	16.5%	14.6%
<b>WILLOWRIDGE H S*</b>	16.3%	16.3%	28.2%	39.2%

## Appendix E

Campus Progress 2021-22 Kinder Math TxKea		
	Status	BOY
ANNE MCCORMICK SULLIVAN EL	At/Above	85%
ARIZONA FLEMING EL	Below	51%
AUSTIN PARKWAY EL	At/Above	69%
BARBARA JORDAN EL	At/Above	61%
BARRINGTON PLACE EL	Below	58%
BLUE RIDGE EL	Below	18%
BRAZOS BEND EL	At/Above	69%
BRIARGATE EL	Below	23%
CAROLYN AND VERNON MADDEN EL	At/Above	82%
COLONY BEND EL	Below	58%
COLONY MEADOWS EL	At/Above	93%
COMMONWEALTH EL	At/Above	85%
CORNERSTONE EL	At/Above	88%
DONALD LEONETTI EL	At/Above	69%
DR LYNN ARMSTRONG EL	Below	41%
DULLES EL	Below	56%
E A JONES EL	Below	45%
EDGAR GLOVER JR EL	Below	34%
RME EARLY LITERACY CENTER	Below	44%
HERITAGE ROSE EL	Below	26%
HIGHLANDS EL		**
HUNTERS GLEN ELC	Below	40%
JAMES C NEILL EL	At/Above	69%
JAMES PATTERSON EL	Below	60%
JAN SCHIFF EL	At/Above	67%
JUAN SEGUIN EL	Below	58%
LAKEVIEW EL	At/Above	73%
LANTERN LANE EL	Below	53%
LEXINGTON CREEK EL	At/Above	69%
LULA BELLE GOODMAN EL	Below	44%
MALALA YOUSAFZAI	At/Above	76%
MARY AUSTIN HOLLEY EL	Below	36%
Meadows EL	Below	45%
MISSION BEND EL	Below	44%

Campus Progress 2021-22 Kinder Math TxKea		
	Status	BOY
MISSION GLEN EL	Below	36%
MISSION WEST EL	Below	42%
OAKLAND EL	At/Above	68%
OYSTER CREEK EL	Below	47%
PALMER EL	At/Above	66%
PECAN GROVE EL	Below	57%
QUAIL VALLEY EL	Below	47%
RIDGEGATE EL	Below	35%
RITA DRABEK EL	At/Above	71%
ROSA PARKS EL	Below	48%
SCANLAN OAKS EL	At/Above	66%
SETTLERS WAY EL	At/Above	65%
SIENNA CROSSING EL	At/Above	73%
SUGAR MILL EL	At/Above	63%
TOWNEWEST EL	Below	55%
WALKER STATION EL	At/Above	79%
WALTER MOSES BURTON EL	Below	47%

At/Above = Campus BOY Score was At or Above District Overall Score for BOY

Below= Campus BOY Score was Below the District Overall Score for BOY

\*\* No student scores reported

Appendix F

Campus Progress 2021-22 1st/2nd Grade REN Math		
	Status	BOY
ANNE MCCORMICK SULLIVAN E S	On Track	72%
ARIZONA FLEMING E S	Approaches	28%
AUSTIN PARKWAY E S	Improvement Needed	58%
BARBARA JORDAN E S	On Track	45%
BARRINGTON PLACE E S	Approaches	38%
BLUE RIDGE E S	Improvement Needed	10%
BRAZOS BEND E S	Improvement Needed	64%
BRIARGATE E S	Improvement Needed	9%
CAROLYN AND VERNON MADDEN E S	On Track	64%
COLONY BEND E S	On Track	51%
COLONY MEADOWS E S	Approaches	55%
COMMONWEALTH E S	On Track	85%
CORNERSTONE E S	Approaches	79%
DONALD LEONETTI E S	Improvement Needed	49%
DR LYNN ARMSTRONG E S	Approaches	27%
DULLES E S	Approaches	33%
E A JONES E S	Improvement Needed	17%
EDGAR GLOVER JR E S	Approaches	25%
HERITAGE ROSE E S	Improvement Needed	20%
HGE EARLY LITERACY CENTER	Improvement Needed	14%
HIGHLANDS E S	Improvement Needed	52%
HUNTERS GLEN E S	Improvement Needed	7%
JAMES C. NEILL E S	Approaches	44%
JAMES PATTERSON E S	Improvement Needed	31%
JAN SCHIFF E S	Approaches	45%
JUAN SEGUIN E S	Improvement Needed	31%
LAKEVIEW E S	On Track	44%
LANTERN LANE E S	Approaches	28%
LEXINGTON CREEK E S	On Track	50%
LULA BELLE GOODMAN E S	Improvement Needed	15%
MALALA YOUSAFZAI E S	Approaches	57%
MARY AUSTIN HOLLEY E S	On Track	23%
MEADOWS E S	Improvement Needed	39%
MISSION BEND E S	Improvement Needed	16%
MISSION GLEN E S	Improvement Needed	37%
MISSION WEST E S	On Track	28%

Campus Progress 2021-22 1st/2nd Grade REN Math		
	Status	BOY
OAKLAND E S	Improvement Needed	48%
OYSTER CREEK E S	Approaches	37%
PALMER E S	Approaches	44%
PECAN GROVE E S	Improvement Needed	42%
QUAIL VALLEY E S	On Track	32%
RIDGEGATE E S	On Track	31%
RIDGEMONT E S	On Track	21%
RITA DRABEK E S	Approaches	49%
RME EARLY LITERACY CENTER	On Track	14%
ROSA PARKS E S	Improvement Needed	20%
SCANLAN OAKS E S	Approaches	57%
SETTLERS WAY E S	On Track	61%
SIENNA CROSSING E S	Approaches	49%
SUGAR MILL E S	On Track	41%
TOWNWEST E S	Improvement Needed	19%
WALKER STATION E S	Approaches	69%
WALTER MOSES BURTON E S	Improvement Needed	19%

On Track = No more than 10% from their Campus Target

Approaches= within 10-20% of Campus Target

Improvement Needed= More than 20% of Campus Target

## Appendix G

The data in the table below represents all data for students that tested within the TXKEA testing window. Upon completion of the window, the District noticed some campuses did not administer the assessment during the window or had low participation rates. These campuses have been contacted and offered the opportunity to still assess students to obtain baseline data for BOY. However, this data is not included in the data chart below. The \* indicates a Title 1 campus.

TXKEA Math Numeracy Data – BOY by Campus				
Campus	Eng Math	Span Math	Total Math	% On Track
<b>District</b>	<b>2498</b>	<b>116</b>	<b>4324</b>	<b>60%</b>
ANNE MCCORMICK SULLIVAN EL	110	0	130	85%
<b>ARIZONA FLEMING EL*</b>	23	11	67	<b>51%</b>
AUSTIN PARKWAY EL	53	0	77	69%
BARBARA JORDAN EL	33	0	54	61%
BARRINGTON PLACE EL	40	0	69	<b>58%</b>
<b>BLUE RIDGE EL*</b>	4	0	22	<b>18%</b>
BRAZOS BEND EL	86	0	125	69%
<b>BRIARGATE EL*</b>	9	0	40	<b>23%</b>
CAROLYN AND VERNON MADDEN EL	101	0	123	82%
COLONY BEND EL	39	0	67	<b>58%</b>
COLONY MEADOWS EL	71	0	76	93%
COMMONWEALTH EL	128	0	150	85%
CORNERSTONE EL	73	0	83	88%
DONALD LEONETTI EL	111	0	161	69%
<b>DR LYNN ARMSTRONG EL*</b>	9	15	59	<b>41%</b>
DULLES EL	41	0	73	<b>56%</b>
<b>E A JONES EL*</b>	18	7	55	<b>45%</b>
<b>EDGAR GLOVER JR EL*</b>	19	0	56	<b>34%</b>
<b>RME EARLY LITERACY CENTER*</b>	36	23	135	<b>44%</b>
<b>HERITAGE ROSE EL*</b>	36	7	163	<b>26%</b>
HIGHLANDS EL	0	0	0	
<b>HUNTERS GLEN ELC*</b>	16	0	40	<b>40%</b>
JAMES C NEILL EL	112	0	162	69%
JAMES PATTERSON EL	68	0	114	60%
JAN SCHIFF EL	65	0	97	67%
JUAN SEGUIN EL	62	0	107	<b>58%</b>
LAKEVIEW EL	30	0	41	73%
<b>LANTERN LANE EL*</b>	31	0	59	<b>53%</b>
LEXINGTON CREEK EL	44	0	64	69%
<b>LULA BELLE GOODMAN EL*</b>	25	20	102	<b>44%</b>
MALALA YOUSAFZAI	103	0	135	76%

TXKEA Math Numeracy Data – BOY by Campus				
Campus	Eng Math	Span Math	Total Math	% On Track
<b>District</b>	<b>2498</b>	<b>116</b>	<b>4324</b>	<b>60%</b>
<b>MARY AUSTIN HOLLEY EL*</b>	19	10	81	36%
MEADOWS EL	25	0	55	45%
<b>MISSION BEND EL*</b>	19	0	43	44%
<b>MISSION GLEN EL*</b>	12	0	33	36%
<b>MISSION WEST EL*</b>	24	4	67	42%
OAKLAND EL	87	0	128	68%
OYSTER CREEK EL	48	0	103	47%
PALMER EL	69	0	104	66%
PECAN GROVE EL	55	0	96	57%
QUAIL VALLEY EL	26	0	55	47%
<b>RIDGEGATE EL*</b>	8	7	43	35%
RITA DRABEK EL	60	0	85	71%
<b>ROSA PARKS EL*</b>	48	0	101	48%
SCANLAN OAKS EL	70	0	106	66%
SETTLERS WAY EL	60	0	92	65%
SIENNA CROSSING EL	91	0	124	73%
SUGAR MILL EL	57	0	90	63%
<b>TOWNEWEST EL*</b>	28	12	73	55%
WALKER STATION EL	76	0	96	79%
<b>WALTER MOSES BURTON EL*</b>	20	0	43	47%

## Appendix H

The data below provides information by campus on the percentage of students that fall into each performance category for **Math** on the Ren360 Math assessment during the Beginning of the Year (BOY) test for the Fall 2021.

The yellow highlighted cells indicate that the percent of students that is “At/Above Benchmark” is less than the district average for each campus level (elementary, middle, and high school). The \* indicates a Title 1 campus.

### Elementary Schools

	21-22 BOY At/Above Benchmark	21-22 BOY On Watch	21-22 BOY Intervention	21-22 BOY Urgent Intervention
District	68.0%	11.4%	11.6%	9.1%
Elementary Summary	70.2%	9.9%	11.0%	8.9%
ANNE MCCORMICK SULLIVAN E S	92.9%	3.4%	2.1%	1.6%
<b>ARIZONA FLEMING E S*</b>	51.7%	17.1%	17.3%	13.9%
AUSTIN PARKWAY E S	81.8%	6.5%	6.7%	5.0%
BARBARA JORDAN E S	64.0%	9.5%	15.4%	11.1%
BARRINGTON PLACE E S	71.2%	11.2%	9.8%	7.8%
<b>BLUE RIDGE E S*</b>	29.0%	17.6%	22.9%	30.5%
BRAZOS BEND E S	79.4%	7.0%	7.9%	5.6%
<b>BRIARGATE E S*</b>	29.8%	13.1%	25.5%	31.6%
CAROLYN AND VERNON MADDEN E S	85.9%	7.2%	3.9%	3.0%
COLONY BEND E S	81.5%	8.6%	5.5%	4.3%
COLONY MEADOWS E S	89.4%	4.6%	4.3%	1.7%
COMMONWEALTH E S	96.2%	1.8%	1.6%	0.4%
CORNERSTONE E S	93.5%	4.0%	1.9%	0.6%
DONALD LEONETTI E S	83.7%	7.9%	5.2%	3.2%
<b>DR LYNN ARMSTRONG E S*</b>	39.9%	16.1%	18.0%	26.0%
DULLES E S	57.1%	13.7%	14.9%	14.3%
<b>E A JONES E S*</b>	42.8%	16.5%	18.7%	22.0%
<b>EDGAR GLOVER JR E S*</b>	44.6%	11.1%	23.4%	20.9%
<b>HERITAGE ROSE E S*</b>	50.6%	15.0%	20.9%	13.4%
<b>HGE EARLY LITERACY CENTER*</b>	61.0%	13.6%	22.0%	3.4%
HIGHLANDS E S	80.6%	6.0%	9.1%	4.3%
<b>HUNTERS GLEN E S*</b>	40.6%	15.2%	20.3%	23.9%
JAMES C. NEILL E S	73.5%	9.7%	8.7%	8.1%
JAMES PATTERSON E S	61.2%	13.5%	13.8%	11.5%
JAN SCHIFF E S	78.3%	7.6%	9.4%	4.8%
JUAN SEGUIN E S	65.6%	11.5%	12.8%	10.1%
LAKEVIEW E S	67.7%	11.4%	12.9%	8.0%

	21-22 BOY At/Above Benchmark	21-22 BOY On Watch	21-22 BOY Intervention	21-22 BOY Urgent Intervention
District	68.0%	11.4%	11.6%	9.1%
Elementary Summary	70.2%	9.9%	11.0%	8.9%
<b>LANTERN LANE E S*</b>	50.5%	14.2%	17.0%	18.3%
LEXINGTON CREEK E S	71.8%	9.5%	9.2%	9.5%
<b>LULA BELLE GOODMAN E S*</b>	46.7%	14.4%	18.3%	20.6%
MALALA YOUSAFZAI E S	82.7%	7.8%	5.6%	3.9%
<b>MARY AUSTIN HOLLEY E S*</b>	57.3%	13.9%	17.1%	11.8%
MEADOWS E S	61.3%	13.8%	12.8%	12.1%
<b>MISSION BEND E S*</b>	48.0%	14.5%	17.6%	19.8%
<b>MISSION GLEN E S*</b>	56.2%	15.2%	14.8%	13.8%
<b>MISSION WEST E S*</b>	60.5%	12.3%	15.5%	11.7%
OAKLAND E S	79.1%	9.2%	7.9%	3.8%
OYSTER CREEK E S	70.1%	10.8%	11.6%	7.4%
PALMER E S	70.7%	10.6%	9.8%	8.9%
PECAN GROVE E S	72.5%	8.7%	11.6%	7.2%
QUAIL VALLEY E S	61.0%	12.3%	12.8%	14.0%
<b>RIDGEGATE E S*</b>	41.8%	15.6%	19.8%	22.8%
<b>RIDGEMONT E S*</b>	44.2%	14.4%	22.1%	19.3%
RITA DRABEK E S	73.5%	9.7%	10.1%	6.7%
<b>RME EARLY LITERACY CENTER*</b>	64.4%	10.6%	15.6%	9.4%
<b>ROSA PARKS E S*</b>	52.5%	13.7%	17.4%	16.4%
SCANLAN OAKS E S	80.9%	7.9%	7.9%	3.2%
SETTLERS WAY E S	78.4%	7.1%	8.7%	5.8%
SIENNA CROSSING E S	84.4%	6.1%	6.2%	3.3%
SUGAR MILL E S	72.5%	11.9%	8.9%	6.7%
<b>TOWNEWEST E S*</b>	50.0%	18.2%	19.8%	12.0%
WALKER STATION E S	87.3%	4.8%	6.1%	1.8%
<b>WALTER MOSES BURTON E S*</b>	46.0%	18.5%	21.0%	14.5%

### Middle Schools

	21-22 BOY At/Above Benchmark	21-22 BOY On Watch	21-22 BOY Intervention	21-22 BOY Urgent Intervention
District	68.0%	11.4%	11.6%	9.1%
Middle School	64.9%	13.4%	12.6%	9.1%
BILLY BAINES M S	70.2%	11.9%	10.4%	7.5%
<b>CHRISTA MCAULIFFE M S*</b>	30.2%	19.3%	26.0%	24.4%
DAVID CROCKETT M S	57.4%	16.9%	15.3%	10.5%
DULLES M S	62.8%	16.3%	13.0%	8.0%
FIRST COLONY M S	78.6%	9.6%	6.6%	5.3%
FORT SETTLEMENT M S	90.7%	4.8%	3.1%	1.3%
<b>HODGES BEND M S*</b>	46.0%	19.0%	20.4%	14.6%
JAMES BOWIE M S	69.9%	14.2%	10.8%	5.1%
LAKE OLYMPIA M S	41.6%	18.8%	22.0%	17.6%
MACARIO GARCIA M S	75.0%	11.5%	8.3%	5.3%
<b>MISSOURI CITY M S*</b>	34.2%	20.4%	23.0%	22.3%
QUAIL VALLEY M S	73.4%	7.8%	9.3%	9.5%
RONALD THORNTON M S	65.5%	14.6%	12.5%	7.5%
SARTARTIA M S	84.8%	7.2%	5.9%	2.1%
SUGAR LAND M S	57.6%	16.4%	15.1%	10.9%

### High Schools

	21-22 BOY At/Above Benchmark	21-22 BOY On Watch	21-22 BOY Intervention	21-22 BOY Urgent Intervention
District	68.0%	11.4%	11.6%	9.1%
High School	67.7%	11.4%	11.6%	9.3%
CLEMENTS H S	86.2%	6.9%	4.2%	2.7%
DULLES H S	79.7%	6.3%	7.3%	6.8%
GEORGE BUSH H S	56.9%	14.8%	15.9%	12.5%
HIGHTOWER H S	48.5%	16.1%	20.0%	15.3%
KEMPNER H S	63.7%	13.5%	13.1%	9.7%
LAWRENCE E ELKINS H S	75.4%	9.5%	8.6%	6.5%
RIDGE POINT H S	73.8%	10.4%	9.6%	6.2%
STEPHEN F AUSTIN H S	76.8%	8.8%	8.2%	6.2%
<b>THURGOOD MARSHALL H S*</b>	42.7%	16.3%	20.6%	20.4%
WILLIAM B TRAVIS H S	78.1%	9.3%	7.9%	4.8%
<b>WILLOWRIDGE H S*</b>	43.4%	18.8%	18.8%	19.0%

Appendix J

Campus Progress 2021-22 PreK Circle Reading		
	Status	BOY
ARIZONA FLEMING E S	On Track	64%
BARBARA JORDAN E S	Approaches	79%
BARRINGTON PLACE E S	Improvement Needed	2%
BRAZOS BEND E S	Improvement Needed	79%
CAROLYN AND VERNON MADDEN E S	On Track	71%
COLONY BEND E S	Improvement Needed	50%
HERITAGE ROSE E S	Improvement Needed	56%
HGE EARLY LITERACY CENTER	Improvement Needed	53%
HIGHLANDS E S	On Track	89%
JUAN SEGUIN E S	On Track	57%
LAKEVIEW E S	On Track	75%
LANTERN LANE E S	On Track	49%
LEXINGTON CREEK E S	Approaches	75%
LULA BELLE GOODMAN E S	Improvement Needed	55%
MALALA YOUSAFZAI E S	On Track	100%
MARY AUSTIN HOLLEY E S	Improvement Needed	18%
MEADOWS E S	On Track	84%
MISSION BEND E S	Improvement Needed	15%
MISSION GLEN E S	On Track	85%
MISSION WEST E S	On Track	98%
PECAN GROVE E S	Approaches	71%
RITA DRABEK E S	Improvement Needed	25%
RME EARLY LITERACY CENTER	Improvement Needed	45%
ROSA PARKS E S	On Track	88%
SETTLERS WAY E S	On Track	88%
SUGAR MILL E S	Improvement Needed	63%
TOWNWEST E S	On Track	71%
WALKER STATION E S	Improvement Needed	68%
WALTER MOSES BURTON E S	Approaches	62%

On Track = No more than 10% from their Campus Target

Approaches= within 10-20% of Campus Target

Improvement Needed= More than 20% of Campus Target

## Appendix K

Campus Progress 2021-22 PreK Circle Math		
	Status	BOY
ARIZONA FLEMING EL	On Track	93%
BARBARA JORDAN EL	Improvement Needed	67%
BARRINGTON PLACE EL	On Track	79%
BRAZOS BEND EL	On Track	94%
CAROLYN AND VERNON MADDEN EL	On Track	90%
COLONY BEND EL	Approaches	79%
RME EARLY LITERACY CENTER	Improvement Needed	54%
HERITAGE ROSE EL	On Track	81%
HIGHLANDS EL	On Track	80%
HUNTERS GLEN ELC	On Track	81%
JUAN SEGUIN EL	On Track	85%
LAKEVIEW EL	On Track	100%
LANTERN LANE EL	On Track	88%
LEXINGTON CREEK EL	On Track	86%
LULA BELLE GOODMAN EL	Improvement Needed	65%
MALALA YOUSAFZAI	On Track	95%
MARY AUSTIN HOLLEY EL	Improvement Needed	50%
MEADOWS EL	On Track	89%
MISSION BEND EL	Approaches	81%
MISSION GLEN EL	On Track	93%
MISSION WEST EL	On Track	81%
PECAN GROVE EL	On Track	91%
RITA DRABEK EL	On Track	84%
ROSA PARKS EL	On Track	78%
SETTLERS WAY EL	On Track	84%
SUGAR MILL EL	Improvement Needed	70%
TOWNWEST EL	Improvement Needed	73%
WALKER STATION EL	On Track	100%
WALTER MOSES BURTON EL	Approaches	83%

On Track = No more than 10% from their Campus Target

Approaches= within 10-20% of Campus Target

Improvement Needed= More than 20% of Campus Target

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 2021**  
**Action: Consideration and Approval –**  
**Resolution Casting FBISD’s Vote**  
**Entitlement for Candidates Nominated**  
**to Serve on the 2021-22 Board of**  
**Directors for the Fort Bend Central**  
**Appraisal District**  
**References: Board Policy CCH (Legal)**  
**Board Governance**  
**Department: Board of Trustees**

**Recommendation**

Consideration and possible approval of a resolution casting the District’s vote entitlement of 1,315 among candidates nominated to serve on the Board of Directors of the Fort Bend Central Appraisal District.

**Summary**

Section 6.03 of the Property Tax Code provides for the establishment of a Board of Directors of the Central Appraisal District (CAD). Under the code, five (5) directors are appointed by the taxing units that participate in the district. Members of the Board of Directors serve two-year terms beginning on January 1st of even numbered years. Directors must be a resident of the CAD and must have resided in the CAD for at least two (2) years immediately preceding the date the individual takes office.

Votes are distributed to the various taxing entities by the Chief Appraiser based upon the formula contained in statute. Fort Bend ISD has a voting entitlement of 1,315 votes.

The Texas Property Code states the governing body’s vote shall be by resolution and must be submitted to the Chief Appraiser of the Central Appraisal District before December 15, 2021.

The Board may cast Fort Bend ISD’s vote entitlement of 1,315 votes as a block or distribute them among prospective candidates nominated to serve on the Board of Directors of the Fort Bend Central Appraisal District.

Note: Fort Bend ISD previously chose to cast its 1,335 vote entitlement amongst the five (5) candidates nominated to serve on the Fort Bend Appraisal District Board of Directors.

The five (5) candidates are:

Darren Flynt

Pam Gaskin

Jim Kij

Michael D. Rozell

Paul Stamatis

Recommended by:

Christie Whitbeck  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

# Election Ballot 2021-2022

## Board of Directors Fort Bend Central Appraisal District

**Jurisdiction:**  
**Fort Bend I.S.D.**

**Total Voting Entitlement:**  
**1315**

Section 6.03 of the Texas Property Tax Code requires five directors to be appointed by the taxing units that participate in the district as provided by this section. Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

The candidates listed below were duly nominated by the voting governing bodies and now stand for election for the five (5) positions. Only one ballot per entity may be submitted.

<b>Candidate:</b>	<b>Votes Cast:</b>
Darren Flynt	_____
Pam Gaskin	_____
Jim Kij	_____
Michael D. Rozell	_____
Paul Stamatis	_____

**Cast your votes for the candidate(s) of your choice and return the ballot along with a signed resolution of the board vote, to the Fort Bend Central Appraisal District before Wednesday, December 15, 2021.**

### Section 6.03

“(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate’s surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.”

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 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:

- August 4, 2021 4:30 p.m. Special Called Meeting
- August 4, 2021 6:00 p.m. Special Called Meeting
- August 9, 2021 4:30 p.m. Special Called Meeting
- August 10, 2021 5:00 p.m. Special Called Meeting
- August 11, 2021 Special Called Meeting
- August 12, 2021 Special Called Meeting
- August 17, 2021 Special Called Meeting
- August 18, 2021 Special Called Meeting
- August 19, 2021 Special Called Meeting
- August 23, 2021 Called Meeting and Agenda Review

**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:

Christie Whitbeck  
Superintendent of Schools

Submitted by:

Rob Scamardo  
General Counsel

MINUTES  
Board of Trustees  
Special Called Meeting  
August 4, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 4, 2021, beginning at 4:30 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. Members of the public were able to view the live stream of the meeting at the following address: <https://www.fortbendisd.com/Page/124962> Members of the public also could 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 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/Agenda/649?meeting=489335>. The meeting was recorded as required by law, and the recording is available to the public at:

[https://youtu.be/Uf\\_SzSsgxJ4](https://youtu.be/Uf_SzSsgxJ4)

Presiding Officer.....Mr. Dave Rosenthal, President

Board Members Present

- Mr. Jim Rice, Vice President
- Dr. Shirley Rose-Gilliam, Secretary
- Mrs. Judy Dae
- Mrs. Kristen Davison Malone
- Mrs. Angie Hanan (via video conference)
- Ms. Denetta Williams (via video conference)

Administration Staff Present

- Diana Sayavedra, Acting Superintendent of Schools
- Anthony Indelicato, Ed.D., Interim Chief of Schools / Chief of Staff and Collaborative Communities
- Bryan Guinn, Chief Financial Officer
- Beth Martinez, Chief Academic Officer
- Oscar Perez, Chief Operations Officer
- Long Pham, Chief Information Officer
- David Rider, Chief of FBISD Police Department
- Robert Scamardo, General Counsel
- Veronica Sopher, Chief Communications Officer
- Gwyn Touchet, Chief Human Resources and Organizational Transformation Officer
- Lynae Vingle, Recording Secretary

Others Present

- Rick Morris, Board Counsel

## 1. Meeting Called to Order

President Rosenthal called the meeting to order at 4:31 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.

## 2. Information

The Administration provided an update to the Board of Trustees related to COVID-19 and the 2021-22 school year.

## 3. Convene in Closed Session

The Trustees convened in closed session at 4:58 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, or Section 551.0821 – Personally identifiable information about public school student.

## 4. Reconvene in Open Session

The Trustees reconvened in open session at 5:38 p.m.

## 5. Consider Action on Closed Session Item

MOTION was made by Mr. Rice and SECONDED by Mrs. Dae that the Board of Trustees appoint Pasha Goodman to the position of Director of Teacher Development. Ayes 7 – Nos 0

## 6. Public Comment to Agenda Items

Ms. Luke addressed the Trustees regarding COVID-19 policies.

Mr. Binal addressed the Trustees regarding COVID-19 mitigation strategies.

Mr. Phillip addressed the Trustees regarding the District's mask policies.

## 7. Action Items

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

1. Consider Approval of Memorandum of Understanding for Juvenile Justice Alternative Education Program Services

MOTION was made by Mr. Rice and SECONDED by Mrs. Dae that the Board approve the Memorandum of Understanding for Juvenile Justice Alternative Education Program. Ayes 7 – Nos 0

B. 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 the Student Code of Conduct for the 2021-22 School Year

MOTION was made by Mr. Rice and SECONDED by Mrs. Dae that the Board of Trustees approve the Student Code of Conduct for the 2021-22 school year as presented.

Prior to the vote, Ms. Sayavedra acknowledged the public speakers at the meeting and concerns related to the District's mask policies. Ms. Sayavedra advised the Student Code of Conduct does address wearing masks, and the District will continue to review data provided by government officials to apprise the Board of Trustees whether additional decisions need to be made before the 2021-22 school year commences.

Dr. Gilliam requested that the Administration revise the Dress Code within the Student Code of Conduct to reflect updated guidance from the CDC that unvaccinated and vaccinated individuals may wear masks.

Dr. Gilliam requested that the Administration revise the Student Code of Conduct on page 16 to reflect academic dishonesty instead of cheating.

Dr. Gilliam asked if the Student Code of Conduct defines harassment against an employee. Sonya Smith Watson, Executive Director of Student Affairs, advised harassment against an employee is defined in the Student Code of Conduct's glossary.

Dr. Gilliam requested that the Administration revise the Student Code of Conduct on page 34, adding the word "interest" to reflect the best interest of the students and the District.

Ms. Williams requested clarification regarding the Dress Code within the Student Code of Conduct and whether the District will require uniforms or standardized dress. Ms. Williams further requested clarification on uniforms for CTE programs and physical education classes.

Ms. Williams requested additional language be added to the Dress Code within the Student Code of Conduct to reflect the policies related to uniforms for CTE programs and physical education classes.

Mrs. Hanan requested clarification whether the Board is voting to approve the Student Code of Conduct as presented if anticipating additional revisions after meeting with local health officials. President Rosenthal relayed that the Student Code of Conduct can be amended in the future.

Mrs. Hanan requested that the Administration remove the language related to distracting hair color.

Mrs. Hanan requested that the Administration remove the word "cleavage" from the Student Code of Conduct.

President Rosenthal expressed that the Administration is recording the various comments of the Board to revise some of the language in the Student Code of Conduct to present to the Board later.

Ms. Williams requested that the Administration consider whether standardized dress should be optional for students.

Dr. Gilliam requested that the Administration define distracting hair color in the Student Code of Conduct.

Dr. Gilliam requested that the Administration further clarify language related to garments being sized appropriately in the Student Code of Conduct.

Dr. Gilliam expressed gratitude for the work done by the Administration to amend the Student Code of Conduct.

Mrs. Malone expressed gratitude for the work done by the Administration to amend the Student Code of Conduct.

Following discussion, MOTION CARRIES. Ayes 7 – Nos 0

B. 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.

2. Consider Approval of an Interlocal Agreement between Fort Bend ISD, Fort Bend County, and the Fort Bend County Juvenile Board Regarding the Saved by the Bell Truancy Program

MOTION was made by Mr. Rice and SECONDED by Mrs. Malone that the Board of Trustees approve the Interlocal Agreement between Fort Bend ISD, Fort Bend County, and the Fort Bend County Juvenile Board regarding the Saved by the Bell Truancy Program. Ayes 7 – Nos 0

#### 7. Adjournment

Having no further business before the Board, MOTION was made by Dr. Gilliam to adjourn the meeting at 5:59 p.m.

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Dave Rosenthal, President

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Dr. Shirley Rose-Gilliam, Secretary

MINUTES  
Board of Trustees  
Called Meeting and Agenda Review  
August 4, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 4, 2021, beginning at 6:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. Members of the public were able to view the Live Stream of the meeting at the following address: <https://www.fortbendisd.com/Page/124962>. Members of the public also registered to address the Board at the following address: <https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Regular%20Business%20Address%20Form%201-12-21.pdf>. Requests to address the Board were submitted no later than 4:30 p.m. on the day of the meeting. It was the Board of Trustees' intent that a quorum of the Board of Trustees would be physically present at this location, although one or more Trustees may have participated by video conference. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487189>. The meeting was recorded as required by law, and the recording is available to the public at:

<https://youtu.be/EU8D7g3sre8>

Presiding Officer.....Mr. Dave Rosenthal, President

Board Members Present

Mr. Jim Rice, Vice President  
Dr. Shirley Rose-Gilliam, Secretary  
Mrs. Judy Dae  
Mrs. Kristen Davison Malone  
Mrs. Angie Hanan (via video conference)  
Ms. Denetta Williams (via video conference)

School Officials Present

Diana Sayavedra, Acting Superintendent of Schools  
Lynae Vingle, Recording Secretary

Others Present

Rick Morris, Board Counsel  
Dr. Rick Berry, Hazard, Young, Attea and Associates  
Dr. Peter Flynn, Hazard, Young, Attea and Associates  
Dr. Nola Wellman, Hazard, Young, Attea and Associates (via video conference)  
Ms. Lisa Flores, Hazard, Young, Attea and Associates (via video conference)

1. Meeting Called to Order

President Rosenthal called the meeting to order at 6:07 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. Public Comment to Agenda Items Posted for this Meeting

None

3. Information

A. Board Governance

1. Discuss Upcoming Candidate Interviews and Discuss Final Stages of the Fort Bend ISD Superintendent Search

The District's Superintendent search firm, Hazard, Young, Attea, and Associates presented details for the process of interviewing candidates.

4. Convene in Closed Session

The Trustees convened in closed session at 6:34 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

- A. Section 551.071: For the purpose of a private consultation with the Board's attorney on any or all subject or matters authorized by law
  1. Receive the slate of Superintendent Candidates from the District's Superintendent search firm Hazard, Young, Attea and Associates

5. Reconvene in Open Session

The Trustees reconvened in open session at 9:43 p.m.

6. Consider Action on Closed Session Items

None

7. Adjourn

Having no further business before the Board, MOTION was made by Mrs. Malone Davidson to adjourn the meeting at 9:44 p.m.

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Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

MINUTES  
Board of Trustees  
Special Called Meeting  
August 9, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 9, 2021, beginning at 4:30 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487190>.

Presiding Officer.....Mr. Dave Rosenthal, President

Board Members Present

Mr. Jim Rice, Vice President  
Dr. Shirley Rose-Gilliam, Secretary  
Mrs. Judy Dae  
Mrs. Kristen Davison Malone  
Mrs. Angie Hanan

Board Members Absent

Ms. Denetta Williams

Others Present

Mr. Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 4:36 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 4:36 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; and Section 551.074 – Personnel matters.

A. Section 551.074: Personnel Matters

1. Interview Superintendent candidates as presented by the search firm Hazard, Young, Attea and Associates

3. Reconvene in Open Session

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

4. Consider Action on Closed Session Item

None

5. Adjournment

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

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Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

MINUTES  
Board of Trustees  
Special Called Meeting  
August 10, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 10, 2021, beginning at 5:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=4871903>.

Presiding Officer.....Mr. Dave Rosenthal, President

Board Members Present

Mr. Jim Rice, Vice President  
Dr. Shirley Rose-Gilliam, Secretary  
Mrs. Judy Dae  
Mrs. Kristen Davison Malone  
Mrs. Angie Hanan

Board Members Absent

Ms. Denetta Williams

Others Present

Mr. Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 5:00 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and manner required by law.

2. Convene in Closed Session

The Trustees convened in closed session at 5:01 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 – For a private consultation with their attorney on any or all subjects or matters authorized by law; and Section 551.074 – Personnel matters.

A. Section 551.074: Personnel Matters

1. Interview Superintendent candidates as presented by the search firm Hazard, Young, Attea and Associates

3. Reconvene in Open Session

The Trustees reconvened in open session at 8:58 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 8:59 p.m.

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Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

MINUTES  
Board of Trustees  
Special Called Meeting  
August 11, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 11, 2021, beginning at 5:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The agenda packet for the meeting can be found here:  
<https://meetings.boardbook.org/Public/Agenda/649?meeting=487196>.

Presiding Officer.....Mr. Dave Rosenthal, President

Board Members Present

Mr. Jim Rice, Vice President  
Dr. Shirley Rose-Gilliam, Secretary  
Mrs. Judy Dae  
Mrs. Kristen Davison Malone  
Mrs. Angie Hanan  
Ms. Denetta Williams (via videoconference)

Others Present

Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 5:04 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 5:05 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; and Section 551.074 – Personnel matters.

A. Section 551.074: Personnel Matters

1. Interview Superintendent candidates as presented by the search firm Hazard, Young, Attea and Associates

3. Reconvene in Open Session

The Trustees reconvened in open session at 9:26 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Malone to adjourn the meeting at 9:26 p.m.

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Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

MINUTES  
Board of Trustees  
Special Called Meeting  
August 12, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 12, 2021, beginning at 11:00 a.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487198>.

Presiding Officer.....Mr. Dave Rosenthal, President

Board Members Present

Mr. Jim Rice, Vice President  
Dr. Shirley Rose-Gilliam, Secretary  
Mrs. Judy Dae  
Mrs. Kristen Davison Malone  
Mrs. Angie Hanan

Board Members Absent

Ms. Denetta Williams

Others Present

Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 11:04 a.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 11:04 a.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; and Section 551.074 – Personnel matters.

A. Section 551.074: Personnel Matters

1. Interview Superintendent candidates as presented by the search firm Hazard, Young, Attea and Associates

3. Reconvene in Open Session

The Trustees reconvened in open session at 2:55 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 2:56 p.m.

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Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

MINUTES  
Board of Trustees  
Special Called Meeting  
August 17, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 17, 2021, beginning at 3:30 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The agenda packet for the meeting can be found here:  
<https://meetings.boardbook.org/Public/Agenda/649?meeting=487200>.

Presiding Officer.....Mr. Dave Rosenthal, President

Board Members Present

Mr. Jim Rice, Vice President  
Dr. Shirley Rose-Gilliam, Secretary  
Mrs. Judy Dae  
Mrs. Kristen Davison Malone (via videoconference)  
Mrs. Angie Hanan

Board Members Absent

Ms. Denetta Williams

Others Present

Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 3:30 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 3:31 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; and Section 551.074 – Personnel matters.

A. Section 551.074: Personnel Matters

1. Interview Superintendent candidates as presented by the search firm Hazard, Young, Attea and Associates

3. Reconvene in Open Session

The Trustees reconvened in open session at 7:52 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 7:53 p.m.

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Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

MINUTES  
Board of Trustees  
Special Called Meeting  
August 18, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 18, 2021, beginning at 3:30 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The agenda packet for the meeting can be found here:  
<https://meetings.boardbook.org/Public/Agenda/649?meeting=487203>.

Presiding Officer.....Mr. Dave Rosenthal, President

Board Members Present

Mr. Jim Rice, Vice President  
Dr. Shirley Rose-Gilliam, Secretary  
Mrs. Judy Dae  
Mrs. Kristen Davison Malone (via videoconference)  
Mrs. Angie Hanan

Board Members Absent

Ms. Denetta Williams

Others Present

Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 3:30 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 3:31 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; and Section 551.074 – Personnel matters.

A. Section 551.074: Personnel Matters

1. Interview Superintendent candidates as presented by the search firm Hazard, Young, Attea and Associates

3. Reconvene in Open Session

The Trustees reconvened in open session at 8:00 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

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

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Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

MINUTES  
Board of Trustees  
Special Called Meeting  
August 19, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 18, 2021, beginning at 3:30 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487205>.

Presiding Officer.....Mr. Dave Rosenthal, President

Board Members Present

Mr. Jim Rice, Vice President  
Dr. Shirley Rose-Gilliam, Secretary  
Mrs. Judy Dae  
Mrs. Kristen Davison Malone (via videoconference)  
Mrs. Angie Hanan

Board Members Absent

Ms. Denetta Williams

Others Present

Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 3:30 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 3:31 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; and Section 551.074 – Personnel matters.

A. Section 551.074: Personnel Matters

1. Interview Superintendent candidates as presented by the search firm Hazard, Young, Attea and Associates

3. Reconvene in Open Session

The Trustees reconvened in open session at 8:15 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Dr. Gilliam to adjourn the meeting at 8:16 p.m.

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Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

MINUTES  
Board of Trustees  
Called Meeting and Agenda Review  
August 23, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 23, 2021, beginning at 6:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. Members of the public were able to view the Live Stream of the meeting at the following address: <https://www.fortbendisd.com/August23livestream>. Members of the public also registered to address the Board at the following address: <https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Regular%20Business%20Address%20Form%201-12-21.pdf>. Requests to address the Board were submitted no later than 4:30 p.m. on the day of the meeting. It was the Board of Trustees' intent that a quorum of the Board 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/Agenda/649?meeting=487208>. The meeting was recorded as required by law, and the recording is available to the public at:

<https://www.youtube.com/watch?v=xCXx-t9NVv4>

Presiding Officer.....Mr. Dave Rosenthal, President

Board Members Present

Mr. Jim Rice, Vice President  
Dr. Shirley Rose-Gilliam, Secretary  
Mrs. Judy Dae  
Mrs. Kristen Davison Malone (via videoconference)  
Mrs. Angie Hanan  
Ms. Denetta Williams (via videoconference)

Administration Staff Present

Diana Sayavedra, Acting Superintendent of Schools  
Oscar Perez, Chief Operations Officer  
Long Pham, Chief Information Officer  
David Rider, Chief of FBISD Police Department  
Robert Scamardo, General Counsel  
Veronica Sopher, Chief Communications Officer  
Gwyn Touchet, Chief Human Resources and Organizational Transformation Officer  
Lynae Vingle, Recording Secretary

Others Present

Rick Morris, Board Counsel

1. Meeting Called to Order

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

## 2. Information

- A. The Administration provided an update to the Board of Trustees related to COVID-19 and the 2021-22 school year.

## 3. Convene in Closed Session

The Trustees convened in closed session at 8:38 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, or Section 551.0821 – Personally identifiable information about public school student.

## 4. Reconvene in Open Session

The Trustees reconvened in open session at 9:16 p.m.

## 5. Consider Action on Closed Session Item

None.

## 6. Action

- A. Public Comment on Agenda Item regarding a mandate for students to wear face coverings.

Ms. Wierzbicki addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Sadhwani addressed the Board regarding the District's mandate for students to wear face coverings.

Mr. Hong addressed the Board regarding the District's mandate for students to wear face coverings.

Mr. Hames addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Natesan addressed the Board regarding the District's Virtual Learning Program.

Mr. Liu addressed the Board regarding COVID-19 control measures.

Mr. Camacho addressed the Board regarding the District's mandate for students to wear face coverings.

Dr. Singh addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Pope addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Marksamer addressed the Board regarding the District's mandate for students to wear face coverings.

Mr. Davis addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Chia addressed the Board regarding the District's mandate for students to wear face coverings.

Mr. Singh addressed the Board regarding the District's Virtual Learning Program.

Mr. Schimmer addressed the Board regarding the District's mandate for students to wear face coverings.

Dr. Desai addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Veramonti addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Chirayil addressed the Board regarding the District's mandate for students to wear face coverings.

Mr. James addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Yowell addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Wooton-Kee addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. De la Garza addressed the Board regarding the District's mandate for students to wear face coverings.

Dr. Kazimi addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Rash addressed the Board regarding the District's mandate for students to wear face coverings.

Mr. Rash addressed the Board regarding the District's mandate for students to wear face coverings.

Mr. Lineman addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Macal addressed the Board regarding the District's mandate for students to wear face coverings.

Mr. Syed addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Van Worthe Mondal addressed the Board regarding the District's mandate for students to wear face coverings.

Dr. Likhani addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. White addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Houser addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Vontz addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Hernandez addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Schimmer addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Menon addressed the Board regarding the District's mandate for students to wear face coverings.

Ms. Talley addressed the Board regarding the District's mandate for students to wear face coverings.

Mr. Huang addressed the Board regarding the District's mandate for students to wear face coverings.

- B. Consider Adoption of a mandate for all persons in Fort Bend ISD schools and facilities to wear face coverings.

MOTION was made by Mr. Rice and SECONDED by Dr. Gilliam to have Ms. Sayaedra issue a mask mandate for all students, students, and visitors to all Fort Bend ISD campuses for so long as such mandate complies with State law.

MOTION was made by Dave Rosenthal and SECONDED by Mrs. Malone to amend the original motion to provide that the masking requirement only apply to elementary students who are unable to be vaccinated while they are indoors or on school buses and that the masking requirement end at 11:59 p.m. on September 13, 2021. Ayes 3 – Nos 4.

MOTION was made by Mr. Rosenthal and SECONDED by Mrs. Malone to amend the original motion to limit the mask mandate for students only while indoors.

The Board discussed the specific protocols to limiting the mask mandate for students only while indoors.

The motion was WITHDRAWN by Mr. Rosenthal with the unanimous consent of the Board.

MOTION was made by Mr. Rosenthal and SECONDED by Mrs. Dae to amend the original motion to add that the Administration to develop protocols for implementation. Ayes 7 – Nos 0.

MOTION was made by Mr. Rice and SECONDED by Dr. Gilliam to have Ms. Sayavedra issue a mask mandate for all students, students, and visitors to all Fort Bend ISD campuses for so long as such mandate complies with State law with the Administration developing protocols for implementation. Ayes 4 – Nos 3.

C. Public Comment on Agenda Item regarding the Purchase of Follett Resource Manager Software

None.

D. Consider Ratification of the Purchase of Follett Resource Manager Software

MOTION was made by Mr. Rice and SECONDED by Mrs. Hanan to approve the ratification of the purchase of Follett Resource Manager through the BuyBoard Cooperative for \$75,924.00 which will cover the Purchase Order and authorization to execute an agreement to include a 20% contingency for related services. Ayes 7 – Nos 0.

7. Review

A. Board Governance

1. Review Previous Meeting Minutes

No discussion.

2. Review possible Endorsement of candidates to Represent Region IV as Director on the Texas Association of School Boards (TASB) Board of Directors.

Mr. Rice suggested the Board endorse Georgan Reitmeier with Klein ISD and Darlene Breaux with Alief ISD for the positions of Director of the Texas Association of School Boards for their respective areas.

8. Board Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success

A. Review possible Approval of all certified T-TESS Appraisers, current and future for the 2021-22 school year.

No discussion.

9. Board Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school

A. Review possible approval of the Memorandum of Understanding with the Fort Bend Regional Council (FBRC) on Substance Abuse, Inc.

The Board and the Administration discussed the Memorandum of Understanding with FRBC on Substance Abuse, Inc.

B. Review possible approval of Appointing School Boundary Oversight Committee (SBOC) Members

The Board and the Administration discussed Appointing School Boundary Oversight Committee (SBOC) Members.

10. Board Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion

A. Review: Resolution for Additional Leave for Employees with COVID-19

The Board and the Administration discussed the Resolution for Additional Leave for Employees with COVID-19.

11. Scalable Systems

A. Review Possible Approval of the Removal of Uncollectible Property Tax Accounts.

The Board and the Administration discussed Possible Approval of the Removal of Uncollectible Property Tax Accounts with District legal counsel, Yolanda Humphries from Brandon Perdue.

B. Review Interlocal Participation Agreement with JP Morgan Chase and the City of Forth Worth.

The Board discussed the Interlocal Participation Agreement with JP Morgan Chase and the City of Forth Worth.

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

1. Review Purchase of Ice Cream, Frozen Novelty Products, and Frozen Beverages

No discussion.

2. Review Purchase of Data Center Parts, Preventive Services, Maintenance and Support.

No discussion.

3. Review Purchase of eLearning Access and Support Services

No discussion.

4. Review Purchase of Audio Visual Equipment: Flat Panel Displays

No discussion.

5. Review Purchase of Kronos Timekeeping and Attendance System

No discussion.

6. Review Purchase of Maintenance, Repair and Operations (MRO) Supplies and Related Services

12. Action

None.

13. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 11:56 p.m.

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Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 2021**  
**Action: Review: Toyota Center as venue for**  
**2021-22 Commencement Ceremonies**  
**References: Board Policy FMH (LOCAL)**  
**District Goal 2**  
**Department: Communications**

**Recommendation**

Consideration and possible approval for the Superintendent to negotiate and execute the Event License Agreement, and other related agreements between Fort Bend ISD and Toyota Center for the 2021-22 Commencement exercises.

**Summary**

The Administration is recommending that the FBISD Class of 2022 graduation ceremonies be held at the Toyota Center on May 27 and 28, 2022. The administration requests authorization to complete negotiations and execute the Agreement with Toyota Center. The rental agreement for use of the Toyota Center includes equipment and services for the event.

This agreement will be effective upon the date of execution and use of the Toyota Center will begin May 27, 2022 and conclude May 28, 2022 for a two-day event.

Recommended by:

Christie Whitbeck, Ed.D.  
Superintendent of Schools

Submitted by:

Veronica V. Sopher  
Chief Communications Officer

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 2021**  
**Action: Consideration and Approval: SHAC**  
**– School Health Advisory**  
**Membership**  
**References: District Goal 4**  
**Department: Academic Affairs**

### **Recommendation**

Consideration and possible approval of the 2021-22 School Health Advisory Committee (SHAC) membership roster.

### **Summary**

Per *Texas Education Code 28.004(a)*, the Board shall establish a local school health advisory council (SHAC) to assist the district in ensuring that local community values are reflected in the district's health education instruction.

According to Policy BDF (LEGAL) the Board shall appoint at least five members to the SHAC. A majority of members must be persons who are parents of students enrolled in the district and who are not employed by the district. One of those members shall serve as chair or co-chair of the SHAC.

The Board also may appoint one or more persons from each of the following groups or a representative from a group other than a group specified according to *Education Code 28.004(d)*:

1. Classroom teachers employed by the district;
2. School counselors certified under Education Code Chapter 21, Subchapter B, employed by the district;
3. School administrators employed by the district;
4. District students;
5. Health-care professionals licensed or certified to practice in this state, including medical or mental health professionals;
6. The business community;
7. Law enforcement;
8. Senior citizens;
9. The clergy;
10. Nonprofit health organizations; and
11. Local domestic violence programs.

Members are assigned to one, two, or three-year terms to maintain a balance of new and tenured members. This will protect the stability and develop consistency of the SHAC.

### **Background**

The School Health Advisory Council (SHAC) is an advisory group whose duties are detailed within Policy EHAA(LEGAL). In its capacity, the SHAC makes recommendations regarding initiatives and instruction related to health education, nutrition, fitness, and mental health. The board shall establish a local School Health Advisory Council (SHAC) to assist the district in ensuring that local community values are reflected in the district's health education instruction. *Education Code 28.004(a)* Texas law ([Texas Education Code, Title 2, Subtitle F, Chapter 28, Subchapter A, §28.004](#)) requires the establishment of a SHAC for every school district and they are required to meet at least four times each year [see BDF (LEGAL)].

### **Recommended by:**

Christie Whitbeck  
Superintendent of Schools

### **Submitted by:**

Beth Martinez  
Chief Academic Officer

<b>Executive Board Position</b>	<b>NAME</b>	<b>Type</b>
<b>Board Of Trustee Rep</b>	Angie Hanan	BOARD
	Sandy Bristow	COMMUNITY
	Sandra Castro	COMMUNITY
	Doug Earle	COMMUNITY
	Kara Ihedigbo	COMMUNITY
<b>Community WSCC Student Wellness Coordinator</b>	Stephanie Kellam	COMMUNITY
	Payal Patani	COMMUNITY
	Grayle James	COMMUNITY
	Stephanie Brown	COMMUNITY
<b>Administrative Oversight</b>	Pilar Westbrook, Ed.D	DISTRICT
	Steve Shiels	DISTRICT
	Lori Sartan	DISTRICT
	Jennifer Chadwick	DISTRICT
<b>FBISD SHAC Coordinator</b>	LaDonna Green	DISTRICT
	Deena Hill	DISTRICT
	Maria Johnson, BSN, RN	DISTRICT
	Nick Petito	DISTRICT
	Kelly Rhodes, BSN, RN	DISTRICT
	Julia Jarrell, RDN	DISTRICT
	Angela Espinosa	DISTRICT
	Courtney Skiles	DISTRICT
	Payal Pandit Talati, MPH	DISTRICT
	Kwabena Mensah, Ed.D.	DISTRICT
	J. Brett Lemley, Ed.D.	DISTRICT
<b>FBISD SHAC Vice-Chair</b>	Allison Thummel, MPH, RDN, LDN	PARENT
<b>FBISD SHAC Secretary</b>	Cathy Hunter	PARENT
	Debola Ola, MBBS, MPH	PARENT
	Farah Rahman	PARENT
<b>FBISD SHAC Vice-Chair/Membership Coordinator</b>	Dana Tran, OD	PARENT
<b>FBISD SHAC Campus Liaison Coordinator</b>	Jenna Ross	PARENT
	Jigisha Doshi	PARENT
<b>FBISD SHAC Chair</b>	Melanie Anbarci	PARENT
<b>Meeting Time Keeper</b>	Pearl Lam	PARENT
<b>FBISD SHAC Advocacy Coordinator</b>	Rocaille Roberts	PARENT
	Tamara Stout, MD	PARENT
	Tyenise Blackmon	PARENT
	Amanda Kimball	PARENT
	Ami Dharia	PARENT
	Tammy Bush	PARENT
	Mehwish Sohail	PARENT
	Chemberli Greene	PARENT
	Desiree Collins Bradley	PARENT
	Jonathan Rao	PARENT
	Tenyse Tasby	PARENT

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 2021**  
**Action: Consideration and Approval: Donations Exceeding \$50,000**  
**References: Board Policy CDC (Legal) District Goal 5**  
**Department: Business and Finance**

**Recommendation**

Consideration and possible approval and acknowledgement of a non-cash donation.

**Summary**

Per Board Policy, the Board of Trustees will approve all District donations valued at \$50,000 or more.

**Cash Donations to District in Excess of \$50,000 for Acceptance by the Board of Trustees**

None

**Non-Cash Donations in Excess of \$50,000 for Acceptance by the Board of Trustees**

PYY-001: Honeywell International donated an indoor air quality project for Pecan Grove Elementary. Value of donation is \$105,601.

Recommended by:

Christie Whitbeck  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

Kelly Schlacks  
Executive Director of Business and Finance

Luis Osorio de Armero  
Director of Budget

**Building Systems Agreement**

**Proposal Number: 07062021 r1 (Sept 08, 2021)**

**Proposal Name: Fort Bend ISD Pecan Grove Elementary School Indoor Air Quality Donation**

**Date: July 6, 2021**

**Provider:** (“Honeywell”)

**Honeywell International Inc., through its  
Honeywell Building Solutions business unit**

2101 City West  
Houston, Texas 77042

**Customer:** (“Customer”)

Fort Bend Education Foundation

16431 Lexington Blvd.  
Sugar Land, Texas 77479  
Contact Person: Brenna Cosby, Executive  
Director

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***Work Site Location Name: Fort Bend ISD***

***Work Site Location Address: Pecan Grove Elementary School***

**Scope of Work:** Honeywell shall provide the following equipment and services (“the Work”) in accordance with the attached work scope documents and General Terms and Conditions, which form a part of this Agreement.

**Period of Performance:** The Work shall commence on TBD (“Effective Date”) and shall be completed by TBD (“Completion Date”)

**Additional Clarification and/or Exclusions:**

Please see the section that preceded this page for all Clarifications and exclusions

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**Price:** \$102,382.00 Install + \$3319.00 SSA Recurring Annual fee (Year 1 )--- \$105,601.00 Total

Sales Tax will be invoiced separately     Use Tax is included in the price     This sale is tax exempt

**Payment: Donation**

**This proposal is valid for 30 days.**

**Proposal Submitted By:**           *Steve Smelley*            
(Signature)

Name: **Steve Smelley**  
Title: **Education Account Manager**

**Acceptance:** This proposal and the pages attached shall become an Agreement in accordance with Section 13 of the General Terms and Conditions below only upon signature below by an authorized representative of Honeywell and Customer, subject to credit approval by Honeywell.

**Accepted by:**

**HONEYWELL INTERNATIONAL INC.,**  
through its **Honeywell Building Solutions**  
**business unit**

**CUSTOMER: FORT BEND EDUCATION FOUNDATION**

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**Signature:**   **By:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Signature:**   **By:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **General Terms and Conditions**

### **1. WORKING HOURS**

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Customer.

### **2. TAXES**

2.1 Customer agrees to pay the amount of any taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 **Tax-Related Cooperation.** Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.

### **3. PROPRIETARY INFORMATION**

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer, which Honeywell deems proprietary or confidential. The Customer shall incur no obligations hereunder with respect to information which: (a) was rightfully in the Customer's possession or was known to the Customer prior to its receipt from Honeywell, in each case without a duty of confidentiality; (b) is independently developed by the Customer without the utilization of information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; or (d) is or becomes rightfully available to the Customer from a source other than Honeywell without a duty of confidentiality.

3.2 The rights and obligations in this Section 3 shall survive termination or expiration of this Agreement.

### **4. INSURANCE OBLIGATIONS**

4.1 Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the Work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD \$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

**Honeywell will not issue coverage on a per project basis.**

4.2 Prior to the commencement of the Agreement, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Section 4 will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide proof of financial responsibility.

### **5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS**

5.1 **Customer has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold**

### **6. WARRANTY**

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE FOREGOING, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT OR WORK PROVIDED UNDER THIS AGREEMENT.**

## **7. INDEMNITY**

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, Affiliates (as defined below) and agents (each, an “indemnitee”) from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys’ fees) caused by, arising out of or relating to Customer’s breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer’s control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS’ AND ATTORNEYS’ FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

## **8. LIMITATION OF LIABILITY**

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, OR LOSS OF PROFITS, REVENUES, OR USE CLAIMS, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE.**

## **9. EXCUSABLE DELAYS**

Honeywell shall not be liable for damages caused by delay or interruption in the Work due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell’s reasonable control. Should any part of any system or equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay. Without limiting the foregoing, notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its work and appropriate additional compensation to the extent Honeywell’s delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

## **10. PATENT INDEMNITY**

**10.1** Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to any hardware or software manufactured and provided by Honeywell under this Agreement (“the equipment”), provided that (a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, (b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and (c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell’s expense, to enable Honeywell to defend such suit.

**10.2** If such a suit has occurred, or in Honeywell’s opinion is likely to occur, Honeywell may, at its election and expense: (a) obtain for Customer the right to continue using such equipment; (b) replace, correct or modify it so that it is not infringing; or if neither (a) nor (b) is reasonable, in Honeywell’s sole judgment, then (c) remove such equipment and grant Customer a credit therefor, as depreciated.

**10.3** In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

**10.4 THIS ARTICLE STATES HONEYWELL’S TOTAL LIABILITY AND CUSTOMER’S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY HONEYWELL RELATING TO THIS AGREEMENT.**

## **11. INVENTIONS AND INTELLECTUAL PROPERTY**

No right, title or interest in Intellectual Property provided or made available by Honeywell is transferred to Customer under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Work, including software, models, designs, drawings, documents, inventions, and know-how (“**Inventions**”), conceived or developed by Honeywell in connection with this Agreement, are the sole property of Honeywell and Customer assigns any rights it may have in such Inventions to Honeywell. Customer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as expressly granted in this Agreement.

**8**  
**9**Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Customer. Customer will hold all Software made available by Honeywell in strict confidence and will not disclose Software to others. All Software made available by Honeywell is subject to Honeywell’s standard software license or software subscription agreement (“**License**”). If Customer does not agree to such License with Honeywell, Customer does not have a license or other right to use or access the applicable Software.

## **13. ACCEPTANCE OF THE CONTRACT**

This offer and the pages attached shall become an agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions of the Agreement, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer’s purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

## **14. MISCELLANEOUS**

**14.1** This Agreement represents the entire agreement between Customer and Honeywell relating to the subject matter hereof and supersedes all prior negotiations, representations or agreements between the parties related to such subject matter.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent purchase order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed, without regard to conflicts of law principles.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

14.6 Customer retains all rights that Customer already holds in data and other information that Customer or persons acting on Customer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from its devices or equipment by, any services provided by Honeywell or its Affiliates under this Agreement ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop their products or services. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. Any Customer data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and its Affiliates and are their confidential information. Customer has sole responsibility for obtaining all consents and permissions (including providing notices to Users (as defined below) (if applicable) or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Customer will, at its cost and expense, defend, indemnify and hold harmless Honeywell and its Affiliates, sub-contractors and licensors from and against all losses, awards and damages (including, without limitation, attorneys' fees), arising out of claims by third parties related to such indemnitees' possession, processing or use of Input Data in accordance with the Agreement or Customer's or its Users' infringement, misappropriation or violation of Honeywell's or its Affiliates' or a third party's IPR (as defined below) (except if caused by Customer's authorized use of the SaaS (as defined below)) (if applicable). Honeywell does not archive Input Data for Customer's future use. This Section survives termination or expiration of this Agreement.

14.7 **Remote Services** - Customer agrees that Honeywell may enhance system operations or provide some or all of the Work remotely using an Internet connection and may install additional software and related communication and/or diagnostic devices on Customer's applicable systems (the "Systems") to enable such connection, enhancement and/or remote Work. Notwithstanding any other provision of the Agreement, such software and devices will remain the property of Honeywell and shall be removed from the Systems and returned to Honeywell promptly at Honeywell's request. Customer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Customer will enable and consents to Internet connectivity between its applicable Systems and Honeywell's applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of the Agreement. Honeywell and its Affiliates may, in any country in which they or their agents or suppliers conduct business, collect, transmit, receive, process, maintain and use for the purpose of providing the Work all data obtained in connection with the Agreement. Customer represents and warrants that Customer is the owner of the premises that are the subject of this Agreement or, if not, that the owner of such premises consents to the foregoing and Section 14.6, to the extent such consent is required. **No access to student or other personal information is granted under this provision.**

14.8 The parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither party has the right to bind or obligate the other.

14.10 Honeywell has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations.

14.12 In this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all exhibits and other attachments hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph and exhibit references are to the Articles, Sections, paragraphs and exhibits to this Agreement unless otherwise specified, (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified, (iv) the word "or" shall not be exclusive, (v) the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party, and (vi) headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement.

## 15. TERMS OF PAYMENT

Subject to Honeywell's approval of Customer's credit, payment terms are as follows:

Progress Payments - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed, whichever is lower. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amount.

Suspension of work - If Honeywell does not receive payment within thirty (30) days after submission of a Honeywell invoice, Honeywell may suspend work until Customer pays the amounts due.

Customer may not set off or otherwise deduct invoiced amounts against sums that are due or allegedly due from Honeywell. Honeywell extends credit only if Customer maintains an acceptable credit standing, as determined by Honeywell in its sole discretion.

10Honeywell may increase the Price and recover associated costs for the following that occur between the execution of this Agreement and delivery:

- (a) foreign exchange variation;
- (b) increased cost of third-party content and materials;
- (c) periodic price increases for products and services;
- (d) impact of government tariffs or regulations; and
- (e) increases in costs of industrial metals as published by the London Metal Exchange (<https://www.lme.com>).

## 16. WORK BY OTHERS

16.1 Unless otherwise expressly provided in this Agreement, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others.

#### **17. DELIVERY**

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be C.I.F. at site of installation.

#### **18. DAMAGE OR LOSS**

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Customer agrees promptly to pay or reimburse Honeywell for such loss.

#### **19. TERMINATION**

19.1 By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

19.2 By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

#### **20. CHANGES IN THE WORK**

20.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or adjustment in the Price or a change to the schedule.

20.2 Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

20.3 Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the schedule, it shall be determined pursuant to the Dispute Resolution provisions of this Agreement. Any change in the Price or the schedule resulting from such claim shall be authorized by Change Order.

20.4 Honeywell shall be entitled to equitable compensation and an equitable schedule extension to the extent conditions that were not known to, or reasonably foreseeable by, Honeywell are encountered at the site of, or in connection with, the Work.

#### **21. ACCEPTANCE OF THE WORK**

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue formal acceptance within a reasonable time.

#### **22. CERTAIN DEFINITIONS**

22.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

22.2 "Intellectual Property" means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.

22.3 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

22.4 "Software" means software (in any form, including as a service) and firmware made available by Honeywell under this Agreement, and all related documentation, data files, modules, libraries, and elements. Software includes any updates, upgrades, error corrections, changes or revisions made available by Honeywell to Customer under this Agreement.

### 23. SOFTWARE-AS-A-SERVICE TERMS

**23.1 General.** To the extent the services made available or provided to Customer under this Agreement include any software applications, online portals or dashboards or other software-as-a-service items or services, including, without limitation, Honeywell Forge, Honeywell Connected Life Safety Services or the Honeywell Vector Occupant Application (each, a “**Honeywell App**”), the terms and conditions applicable to use of each Honeywell App are set forth in this Section 23. A Honeywell App may enable the Customer to view certain dashboards, service case history, service reports, and other documentation provided by Honeywell from time to time. In the event of a conflict between this Section 23 and any other provision of this Agreement or other document or instrument, this Section 23 shall prevail.

**23.2 HSSTs.** “**HSSTs**” means these Software-as-a Service Terms set forth in this Section 23 (the “**HSSTs**”). Each of the Honeywell Apps is a software as a service running in the cloud and on site software and hardware that enables cloud connectivity (the “**SaaS**”) and the HSSTs set out the terms and conditions applicable to the use of the SaaS in relation to the Services, including your use of and access to the SaaS.

**23.3 Parties.** “**Honeywell**”, “**we**”, “**us**” or “**our**” means Honeywell International Inc. and/or Affiliate(s) who execute or assent to this Agreement and/or any related documents or instruments. “**You**” or “**your**” means collectively Customer and any other entities executing or assenting to this Agreement and/or any related documents or instruments. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.

**23.4 Use Rights.** Subject to payment of agreed fees and strict compliance with the terms of access and acceptable use, we shall provide you solely for your internal business purposes: (a) remote access to the SaaS through means we provide (and which may include online portals or interfaces such as https, VPN or API); and (b) a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (i) download, install, and use software we provide solely to operate the SaaS; and (ii) use SaaS documentation as reasonably required in connection with the SaaS (collectively, “**Use Rights**”). You, your employees and any party accessing the SaaS on your behalf (“**Users**”) may exercise Use Rights, provided that, you must bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions. You may not resell Use Rights or permit third parties (except Affiliates or service providers) to be Users or make copies of the SaaS except as agreed by us in writing. We have no responsibility with respect to actions or inactions of Users.

**23.5 Acceptable Use.** The Use Rights are the only acceptable use of the SaaS. You shall not use the SaaS for purposes of, or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) interfering with its security or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources); (c) creating, benchmarking or gathering intelligence for a competitive offering; (d) infringing another’s IPR; (e) employing it in hazardous environments requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; or (f) any use that would reasonably be expected to cause liability or harm to us or our customers or breach the Agreement. We have the right to monitor usage. We may terminate upon written notice if use is fraudulent, continued use would subject us to third party liability or we cease making the SaaS generally available to third parties. We may suspend Use Rights if we determine that you or Users are violating or may violate the Agreement.

**23.6 Support.** We will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make available as a whole 99% of the time 24x7x365 subject to scheduled downtime, routine and emergency maintenance and force majeure. We are not responsible or liable for any issues, problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and Users negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (vii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices.

**23.7 IP.** All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (“**IPR**”) in and to the SaaS and all of its derivative works, modifications and improvements, are retained by Honeywell or its licensors and are our confidential information. We shall own all IPR that is: (i) developed by us or our Affiliates by processing or analysis of Input Data (excluding Input Data itself, but including derived data that is sufficiently different from Input Data so that Input Data cannot be identified from analysis or further processing of such derived data); or (ii) generated through support, monitoring or other observation of your and your Users’ use of the SaaS. The internal operation and performance of the SaaS is our confidential information. If you provide any suggestions, comments or feedback regarding the SaaS, you hereby assign to us all right, title and interest in and to the same without restriction. You and Users shall not remove, modify or obscure any IPR notices on the SaaS.

**23.8 Security.** We will use commercially reasonable administrative, physical and technical safeguards to protect personal data and Input Data and follow industry-standard security practices. You are solely responsible for costs and liability incurred due to unauthorized use or access through your or Users account credentials or systems.

**23.10 Warranty, Disclaimer.** THE SAAS IS PROVIDED WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SAAS WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

**23.11 Limitation.** WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, IN RELATION TO THE SAAS. OUR CUMULATIVE, AGGREGATE LIABILITY WILL IN RELATION TO THE SAAS BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) TOTAL AMOUNTS PAID FOR THE SAAS DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF ANY CLAIM; AND (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE SHALL BE AGGREGATED AND MULTIPLE CLAIMS SHALL NOT ENLARGE THE FOREGOING LIMIT. OUR LIABILITY UNDER EVALUATION OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000.

**23.12 Miscellaneous.** Any descriptions of future product direction or intended updates (including new or improved features or functions) other than the features and functions deployed as of date of the Agreement are intended for information purposes only and are not binding commitments on us to deliver any material, code or functionality. The development, release and timing of any such updates is at our sole discretion unless agreed otherwise in writing. We reserve the right to charge additional fees for new or improved features or functions. You must comply with all laws and regulations applicable to your use of the SaaS and your rights to use the SaaS is subject to such compliance. The HSSTs take precedence over any other terms in the Agreement to the extent related to the SaaS. Sections 23.7 to 23.12 and those portions of the HSSTs that by their nature should survive, survive termination or expiration of the Agreement.

**Building Systems Agreement**

**Proposal Number: 07062021 r1 (Sept 08, 2021)**

**Proposal Name: Fort Bend ISD Pecan Grove Elementary School Indoor Air Quality Donation**

**Date: July 6, 2021**

**Provider:** (“Honeywell”)

**Honeywell International Inc., through its  
Honeywell Building Solutions business unit**

2101 City West  
Houston, Texas 77042

**Customer:** (“Customer”)

Fort Bend Education Foundation

16431 Lexington Blvd.  
Sugar Land, Texas 77479  
Contact Person: Brenna Cosby, Executive  
Director

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***Work Site Location Name: Fort Bend ISD***

***Work Site Location Address: Pecan Grove Elementary School***

**Scope of Work:** Honeywell shall provide the following equipment and services (“the Work”) in accordance with the attached work scope documents and General Terms and Conditions, which form a part of this Agreement.

**Period of Performance:** The Work shall commence on TBD (“Effective Date”) and shall be completed by TBD (“Completion Date”)

**Additional Clarification and/or Exclusions:**

Please see the section that preceded this page for all Clarifications and exclusions

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**Price:** \$102,382.00 Install + \$3319.00 SSA Recurring Annual fee (Year 1 )--- \$105,601.00 Total

Sales Tax will be invoiced separately     Use Tax is included in the price     This sale is tax exempt

**Payment: Donation**

**This proposal is valid for 30 days.**

**Proposal Submitted By:**           *Steve Smelley*            
(Signature)

Name: **Steve Smelley**  
Title: **Education Account Manager**

**Acceptance:** This proposal and the pages attached shall become an Agreement in accordance with Section 13 of the General Terms and Conditions below only upon signature below by an authorized representative of Honeywell and Customer, subject to credit approval by Honeywell.

**Accepted by:**

**HONEYWELL INTERNATIONAL INC.,**  
through its **Honeywell Building Solutions**  
**business unit**

**CUSTOMER: FORT BEND EDUCATION FOUNDATION**

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**Signature:**   **By:** \_\_\_\_\_  
Name:           \_\_\_\_\_  
Title:           \_\_\_\_\_  
Date:           \_\_\_\_\_

**Signature:**   **By:** \_\_\_\_\_  
Name:           \_\_\_\_\_  
Title:           \_\_\_\_\_  
Date:           \_\_\_\_\_

## **General Terms and Conditions**

### **1. WORKING HOURS**

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Customer.

### **2. TAXES**

2.1 Customer agrees to pay the amount of any taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 **Tax-Related Cooperation.** Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.

### **3. PROPRIETARY INFORMATION**

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer, which Honeywell deems proprietary or confidential. The Customer shall incur no obligations hereunder with respect to information which: (a) was rightfully in the Customer's possession or was known to the Customer prior to its receipt from Honeywell, in each case without a duty of confidentiality; (b) is independently developed by the Customer without the utilization of information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; or (d) is or becomes rightfully available to the Customer from a source other than Honeywell without a duty of confidentiality.

3.2 The rights and obligations in this Section 3 shall survive termination or expiration of this Agreement.

### **4. INSURANCE OBLIGATIONS**

4.1 Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the Work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD \$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

**Honeywell will not issue coverage on a per project basis.**

4.2 Prior to the commencement of the Agreement, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Section 4 will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide proof of financial responsibility.

### **5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS**

5.1 **Customer has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold**

### **6. WARRANTY**

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE FOREGOING, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT OR WORK PROVIDED UNDER THIS AGREEMENT.**

## **7. INDEMNITY**

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, Affiliates (as defined below) and agents (each, an “indemnitee”) from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys’ fees) caused by, arising out of or relating to Customer’s breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer’s control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS’ AND ATTORNEYS’ FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

## **8. LIMITATION OF LIABILITY**

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, OR LOSS OF PROFITS, REVENUES, OR USE CLAIMS, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE.**

## **9. EXCUSABLE DELAYS**

Honeywell shall not be liable for damages caused by delay or interruption in the Work due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell’s reasonable control. Should any part of any system or equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay. Without limiting the foregoing, notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its work and appropriate additional compensation to the extent Honeywell’s delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

## **10. PATENT INDEMNITY**

**10.1** Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to any hardware or software manufactured and provided by Honeywell under this Agreement (“the equipment”), provided that (a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, (b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and (c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell’s expense, to enable Honeywell to defend such suit.

**10.2** If such a suit has occurred, or in Honeywell’s opinion is likely to occur, Honeywell may, at its election and expense: (a) obtain for Customer the right to continue using such equipment; (b) replace, correct or modify it so that it is not infringing; or if neither (a) nor (b) is reasonable, in Honeywell’s sole judgment, then (c) remove such equipment and grant Customer a credit therefor, as depreciated.

**10.3** In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

**10.4 THIS ARTICLE STATES HONEYWELL’S TOTAL LIABILITY AND CUSTOMER’S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY HONEYWELL RELATING TO THIS AGREEMENT.**

## **11. INVENTIONS AND INTELLECTUAL PROPERTY**

No right, title or interest in Intellectual Property provided or made available by Honeywell is transferred to Customer under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Work, including software, models, designs, drawings, documents, inventions, and know-how (“**Inventions**”), conceived or developed by Honeywell in connection with this Agreement, are the sole property of Honeywell and Customer assigns any rights it may have in such Inventions to Honeywell. Customer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as expressly granted in this Agreement.

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**9**Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Customer. Customer will hold all Software made available by Honeywell in strict confidence and will not disclose Software to others. All Software made available by Honeywell is subject to Honeywell’s standard software license or software subscription agreement (“**License**”). If Customer does not agree to such License with Honeywell, Customer does not have a license or other right to use or access the applicable Software.

## **13. ACCEPTANCE OF THE CONTRACT**

This offer and the pages attached shall become an agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions of the Agreement, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer’s purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

## **14. MISCELLANEOUS**

**14.1** This Agreement represents the entire agreement between Customer and Honeywell relating to the subject matter hereof and supersedes all prior negotiations, representations or agreements between the parties related to such subject matter.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent purchase order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed, without regard to conflicts of law principles.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

14.6 Customer retains all rights that Customer already holds in data and other information that Customer or persons acting on Customer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from its devices or equipment by, any services provided by Honeywell or its Affiliates under this Agreement ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop their products or services. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. Any Customer data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and its Affiliates and are their confidential information. Customer has sole responsibility for obtaining all consents and permissions (including providing notices to Users (as defined below) (if applicable) or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Customer will, at its cost and expense, defend, indemnify and hold harmless Honeywell and its Affiliates, sub-contractors and licensors from and against all losses, awards and damages (including, without limitation, attorneys' fees), arising out of claims by third parties related to such indemnitees' possession, processing or use of Input Data in accordance with the Agreement or Customer's or its Users' infringement, misappropriation or violation of Honeywell's or its Affiliates' or a third party's IPR (as defined below) (except if caused by Customer's authorized use of the SaaS (as defined below)) (if applicable). Honeywell does not archive Input Data for Customer's future use. This Section survives termination or expiration of this Agreement.

14.7 **Remote Services** - Customer agrees that Honeywell may enhance system operations or provide some or all of the Work remotely using an Internet connection and may install additional software and related communication and/or diagnostic devices on Customer's applicable systems (the "**Systems**") to enable such connection, enhancement and/or remote Work. Notwithstanding any other provision of the Agreement, such software and devices will remain the property of Honeywell and shall be removed from the Systems and returned to Honeywell promptly at Honeywell's request. Customer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Customer will enable and consents to Internet connectivity between its applicable Systems and Honeywell's applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of the Agreement. Honeywell and its Affiliates may, in any country in which they or their agents or suppliers conduct business, collect, transmit, receive, process, maintain and use for the purpose of providing the Work all data obtained in connection with the Agreement. Customer represents and warrants that Customer is the owner of the premises that are the subject of this Agreement or, if not, that the owner of such premises consents to the foregoing and Section 14.6, to the extent such consent is required. **No access to student or other personal information is granted under this provision.**

14.8 The parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither party has the right to bind or obligate the other.

14.10 Honeywell has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations.

14.12 In this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all exhibits and other attachments hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph and exhibit references are to the Articles, Sections, paragraphs and exhibits to this Agreement unless otherwise specified, (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified, (iv) the word "or" shall not be exclusive, (v) the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party, and (vi) headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement.

## 15. TERMS OF PAYMENT

Subject to Honeywell's approval of Customer's credit, payment terms are as follows:

Progress Payments - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed, whichever is lower. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amount.

Suspension of work - If Honeywell does not receive payment within thirty (30) days after submission of a Honeywell invoice, Honeywell may suspend work until Customer pays the amounts due.

Customer may not set off or otherwise deduct invoiced amounts against sums that are due or allegedly due from Honeywell. Honeywell extends credit only if Customer maintains an acceptable credit standing, as determined by Honeywell in its sole discretion.

10Honeywell may increase the Price and recover associated costs for the following that occur between the execution of this Agreement and delivery:

- (a) foreign exchange variation;
- (b) increased cost of third-party content and materials;
- (c) periodic price increases for products and services;
- (d) impact of government tariffs or regulations; and
- (e) increases in costs of industrial metals as published by the London Metal Exchange (<https://www.lme.com>).

## 16. WORK BY OTHERS

16.1 Unless otherwise expressly provided in this Agreement, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others.

#### **17. DELIVERY**

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be C.I.F. at site of installation.

#### **18. DAMAGE OR LOSS**

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Customer agrees promptly to pay or reimburse Honeywell for such loss.

#### **19. TERMINATION**

19.1 By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

19.2 By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

#### **20. CHANGES IN THE WORK**

20.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or adjustment in the Price or a change to the schedule.

20.2 Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

20.3 Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the schedule, it shall be determined pursuant to the Dispute Resolution provisions of this Agreement. Any change in the Price or the schedule resulting from such claim shall be authorized by Change Order.

20.4 Honeywell shall be entitled to equitable compensation and an equitable schedule extension to the extent conditions that were not known to, or reasonably foreseeable by, Honeywell are encountered at the site of, or in connection with, the Work.

#### **21. ACCEPTANCE OF THE WORK**

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue formal acceptance within a reasonable time.

#### **22. CERTAIN DEFINITIONS**

22.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

22.2 "Intellectual Property" means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.

22.3 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

22.4 "Software" means software (in any form, including as a service) and firmware made available by Honeywell under this Agreement, and all related documentation, data files, modules, libraries, and elements. Software includes any updates, upgrades, error corrections, changes or revisions made available by Honeywell to Customer under this Agreement.

### **23. SOFTWARE-AS-A-SERVICE TERMS**

**23.1 General.** To the extent the services made available or provided to Customer under this Agreement include any software applications, online portals or dashboards or other software-as-a-service items or services, including, without limitation, Honeywell Forge, Honeywell Connected Life Safety Services or the Honeywell Vector Occupant Application (each, a “**Honeywell App**”), the terms and conditions applicable to use of each Honeywell App are set forth in this Section 23. A Honeywell App may enable the Customer to view certain dashboards, service case history, service reports, and other documentation provided by Honeywell from time to time. In the event of a conflict between this Section 23 and any other provision of this Agreement or other document or instrument, this Section 23 shall prevail.

**23.2 HSSTs.** “**HSSTs**” means these Software-as-a Service Terms set forth in this Section 23 (the “**HSSTs**”). Each of the Honeywell Apps is a software as a service running in the cloud and on site software and hardware that enables cloud connectivity (the “**SaaS**”) and the HSSTs set out the terms and conditions applicable to the use of the SaaS in relation to the Services, including your use of and access to the SaaS.

**23.3 Parties.** “**Honeywell**”, “**we**”, “**us**” or “**our**” means Honeywell International Inc. and/or Affiliate(s) who execute or assent to this Agreement and/or any related documents or instruments. “**You**” or “**your**” means collectively Customer and any other entities executing or assenting to this Agreement and/or any related documents or instruments. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.

**23.4 Use Rights.** Subject to payment of agreed fees and strict compliance with the terms of access and acceptable use, we shall provide you solely for your internal business purposes: (a) remote access to the SaaS through means we provide (and which may include online portals or interfaces such as https, VPN or API); and (b) a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (i) download, install, and use software we provide solely to operate the SaaS; and (ii) use SaaS documentation as reasonably required in connection with the SaaS (collectively, “**Use Rights**”). You, your employees and any party accessing the SaaS on your behalf (“**Users**”) may exercise Use Rights, provided that, you must bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions. You may not resell Use Rights or permit third parties (except Affiliates or service providers) to be Users or make copies of the SaaS except as agreed by us in writing. We have no responsibility with respect to actions or inactions of Users.

**23.5 Acceptable Use.** The Use Rights are the only acceptable use of the SaaS. You shall not use the SaaS for purposes of, or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) interfering with its security or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources); (c) creating, benchmarking or gathering intelligence for a competitive offering; (d) infringing another’s IPR; (e) employing it in hazardous environments requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; or (f) any use that would reasonably be expected to cause liability or harm to us or our customers or breach the Agreement. We have the right to monitor usage. We may terminate upon written notice if use is fraudulent, continued use would subject us to third party liability or we cease making the SaaS generally available to third parties. We may suspend Use Rights if we determine that you or Users are violating or may violate the Agreement.

**23.6 Support.** We will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make available as a whole 99% of the time 24x7x365 subject to scheduled downtime, routine and emergency maintenance and force majeure. We are not responsible or liable for any issues, problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and Users negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (vii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices.

**23.7 IP.** All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (“**IPR**”) in and to the SaaS and all of its derivative works, modifications and improvements, are retained by Honeywell or its licensors and are our confidential information. We shall own all IPR that is: (i) developed by us or our Affiliates by processing or analysis of Input Data (excluding Input Data itself, but including derived data that is sufficiently different from Input Data so that Input Data cannot be identified from analysis or further processing of such derived data); or (ii) generated through support, monitoring or other observation of your and your Users’ use of the SaaS. The internal operation and performance of the SaaS is our confidential information. If you provide any suggestions, comments or feedback regarding the SaaS, you hereby assign to us all right, title and interest in and to the same without restriction. You and Users shall not remove, modify or obscure any IPR notices on the SaaS.

**23.8 Security.** We will use commercially reasonable administrative, physical and technical safeguards to protect personal data and Input Data and follow industry-standard security practices. You are solely responsible for costs and liability incurred due to unauthorized use or access through your or Users account credentials or systems.

**23.10 Warranty, Disclaimer.** THE SAAS IS PROVIDED WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SAAS WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

**23.11 Limitation.** WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, IN RELATION TO THE SAAS. OUR CUMULATIVE, AGGREGATE LIABILITY WILL IN RELATION TO THE SAAS BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) TOTAL AMOUNTS PAID FOR THE SAAS DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF ANY CLAIM; AND (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE SHALL BE AGGREGATED AND MULTIPLE CLAIMS SHALL NOT ENLARGE THE FOREGOING LIMIT. OUR LIABILITY UNDER EVALUATION OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000.

**23.12 Miscellaneous.** Any descriptions of future product direction or intended updates (including new or improved features or functions) other than the features and functions deployed as of date of the Agreement are intended for information purposes only and are not binding commitments on us to deliver any material, code or functionality. The development, release and timing of any such updates is at our sole discretion unless agreed otherwise in writing. We reserve the right to charge additional fees for new or improved features or functions. You must comply with all laws and regulations applicable to your use of the SaaS and your rights to use the SaaS is subject to such compliance. The HSSTs take precedence over any other terms in the Agreement to the extent related to the SaaS. Sections 23.7 to 23.12 and those portions of the HSSTs that by their nature should survive, survive termination or expiration of the Agreement.



September 16, 2021

Fort Bend ISD Board of Trustees  
16431 Lexington Blvd.  
Sugar Land, Texas 77479

Attention: Mr. Dave Rosenthal, President

Dear Mr. Rosenthal:

It is my pleasure to inform the Fort Bend ISD Board of Trustees of the following donation from Honeywell Foundation valued at \$105,061 is attached for your consideration:

**Honeywell would like to provide a donation of an indoor air quality project for Pecan Grove Elementary School, located at 3330 Old South Drive, Richmond, Texas 77406.**

**To show no favoritism to Honeywell, no Quid Pro Quo and keeping Fort Bend ISD harmless and with discussion of Honeywell's legal team it is best, that this donation be sent to the Education Foundation as a pass through to FBISD.**

**Honeywell would like to make sure that for our donation system to proceed, it will not affect Honeywell's relationship with Fort Bend ISD and would not keep Honeywell for future consideration of a business relationship with the District.**

**A final proposal, complete with the scope of work and materials that are being donated to Pecan Grove Elementary School is attached to this pass through to Fort Bend ISD.**

**Please see supporting documents attached in this e-mail. These documents will be signed by FBISD.**

**Please advise if this is placed on the agenda so Honeywell and FBEF can be present at the meeting.**

Sincerely,

A handwritten signature in blue ink that reads "Brenna Cosby". The signature is written in a cursive style with a long, sweeping underline.

Brenna Cosby  
Executive Director

cc: Christie Whitbeck  
Oscar Perez

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 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:

Christie Whitbeck  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

Oscar Perez  
Chief Operations Officer

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 2021**  
**Action: Approve James Reese Outdoor Learning/Revitalized Cemetery Design**  
**References: Board Policy CV (Local)**  
**District Goal Scalable Systems**  
**Department: Operations**

### **Recommendation**

Consideration and possible approval of a Professional Services Agreement with MASS Design Group under BP29 (James Reese CTC Project) for the design of an outdoor learning environment and revitalized cemetery area for a Not-to-Exceed amount of \$170,000, and authorization for the Superintendent or designee to negotiate and execute, or terminate the contract.

### **Summary**

On August 28, 2017, the Board approved construction of James Reese Career and Technical (CTC), BP29.

The unforeseen discovery of human remains and archeological investigation during the construction of the James Reese CTC resulted in the discovery of a historical cemetery, which led to the Sugar Land 95 Memorialization Project.

In developing the project, FBISD considered the historical nature of the site and the overall impact that the discovery of the historical cemetery has had on the community. The magnitude of the discovery has garnered attention at the local, state, and national levels. The District realizes valuable learning opportunities for the students and families in our community by outfitting this Historic Texas Cemetery as a site for broader educational outreach and memorializing the individuals whose lives were lost on the sacred ground. Phase Two of the Sugar Land 95 Memorialization Project includes the development of an outdoor learning environment and a revitalized cemetery area.

In considering a path forward, FBISD was introduced to the MASS Design Group, a non-profit 501c3, based in Boston, MA. Based on this introduction and in order to be vetted and considered, staff requested MASS Design Group submit their qualifications. Staff reviewed MASS Design Group's qualifications and determined their past projects and expertise warranted selection of MASS Design Group to assist FBISD with the Sugar Land 95 Memorialization Project.

MASS Design Group specializes in architecture that promotes justice and the restoration of human dignity. Since their launch in 2008, MASS Design has become world renown for their design and expertise in this area. One of their most acclaimed works is the National Memorial for Peace and Justice, also known as the Legacy Museum and Memorial in Montgomery, Alabama.

As a 501(c)3 nonprofit organization, MASS Design Group is able to prioritize the project's mission, assist with community engagement, and is able to leverage philanthropic support to the District as a partner.

FBISD has evaluated high-level requirements for the Sugar Land 95 Outdoor Learning Environment and Cemetery Revitalization with the goal of providing an educational space conducive to facilitating student and community learning and engagement through a space that reflects the historical significance of the site. The learning environment would help provide context and background on the history of the discovery.

The proposed approach and approval request is intended to fund the design initiative only. This will allow for MASS Design to provide design services for the outdoor learning space through community engagement initiatives, visioning sessions, and stakeholder input in order to generate construction documents that will then be utilized to bid the project in the future.

The comprehensive package generated by MASS Design Group is anticipated to be utilized in a capital campaign and throughout various fundraising activities in order to generate the funds needed to execute the construction and development of the anticipated space.

After completion of the design drawings, the Department of Collaborative Communities will lead the efforts on the major fundraising initiative. This may include grants and endowments; community presentations; a paver/brick and engraved plate campaign; a RevTrak donations page; and a marketable SL95 educator resource.

The scope of work to be designed for the Sugar Land 95 Outdoor Learning Environment and Memorial would include the following components:

- Defined perimeters in the form of fencing (either ornamental or structural) to both the cemetery and the broader plot of land (estimated 1.92 acres) in which the cemetery resides
- Pavement and/or pavers throughout the enclosed memorial space
- An outdoor pavilion
- Grave markers
- Lighting
- Courtyard-style seating
- Designated space to house a historical marker provided by the Texas Historical Commission
- Informational signage
- A monument reflecting the historical significance
- Landscape features including plants, shrubs, and other low-maintenance greenery

Staff requests utilization of \$170,000 from BP29 James Reese CTC Project (Funded through 2014 Bond) to execute the design for the Sugar Land 95 Memorial Learning Environment as shown below.

Package Number	Description	Project Budget
BP29	James Reese CTC	\$170,000

Upon Board approval, staff will execute a Professional Services Agreement with MASS Design Group, and will begin the necessary design work.

Recommended by:

Dr. Christie Whitbeck  
Superintendent of Schools

Submitted by:

Oscar Perez  
Chief Operations Officer

# Public Memory and Memorials: Designing Towards Justice

Jha D Amazi  
MASS Design Group  
November 4, 2021

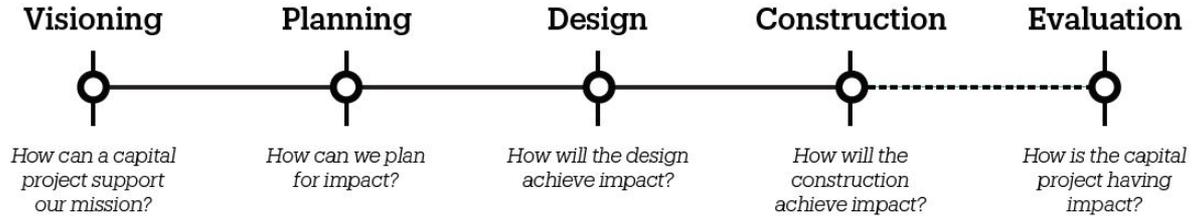
We are 200+ architects,  
landscape architects,  
engineers, writers, film  
makers, and researchers  
representing 20 countries  
across the globe.



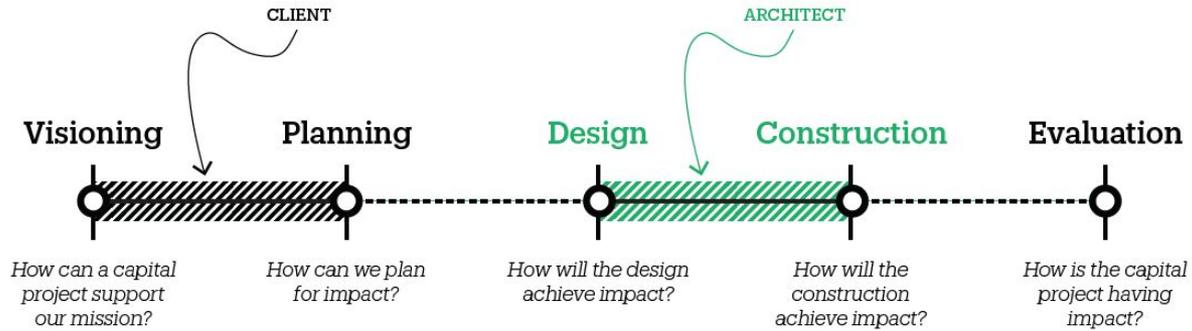
Design is never neutral. It either hurts or heals. Our mission is to research, build, and advocate for architecture that promotes justice and human dignity.

We help organizations amplify their missions.

# HOW WE WORK | Project Involvement



# HOW WE WORK | Project Involvement



# HOW WE WORK | Project Involvement



# The National Memorial for Peace and Justice

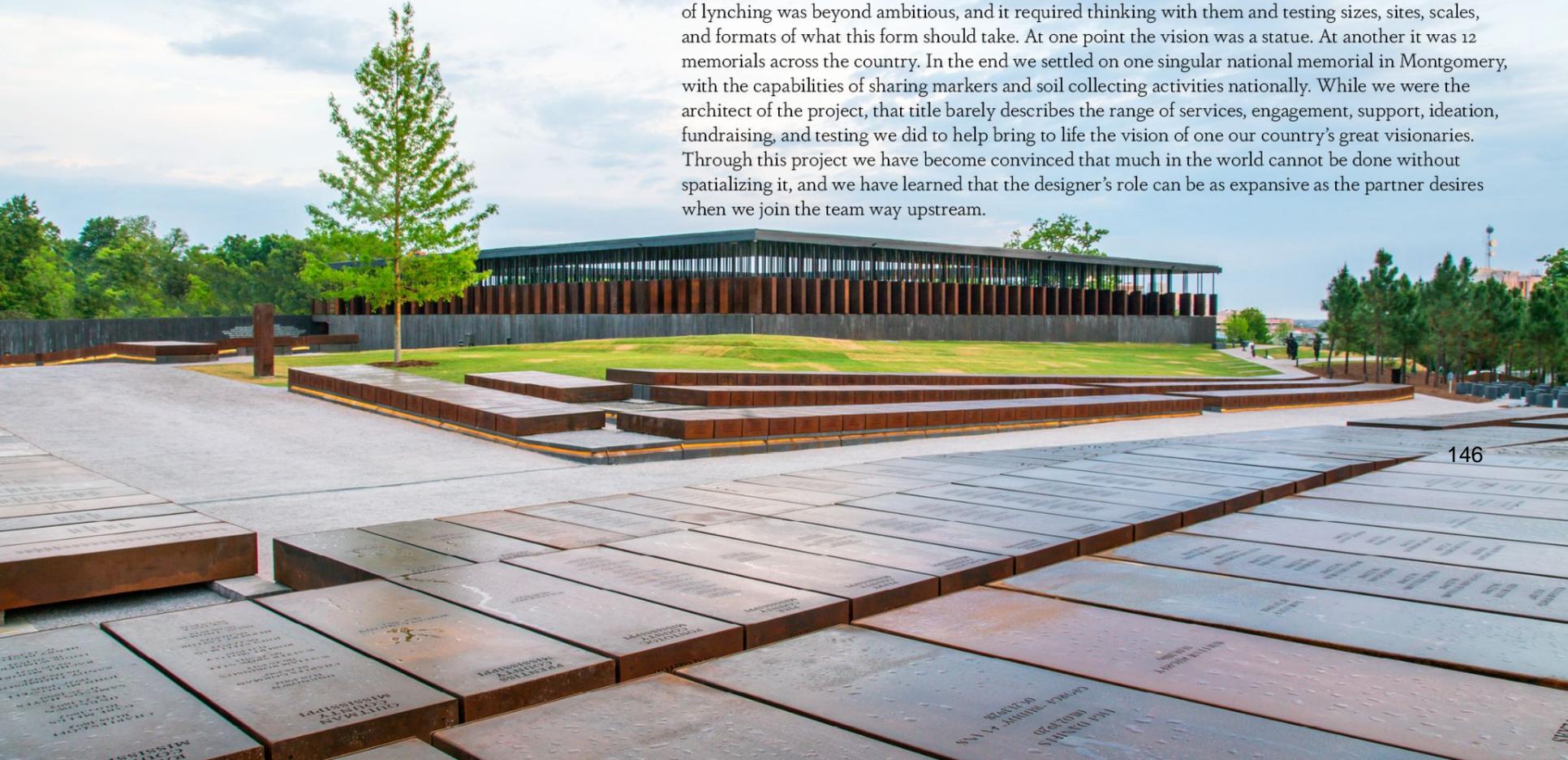
THOUSANDS OF AFRICAN AMERICANS ARE UNKNOWN VICTIMS OF FATAL TERROR ATTACKS WHICH WERE BEING CONVEYED BY AIRCRAFTS TO THE GROUND.

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In Montgomery, we partnered early in the ideation of this incredible dream of Bryan Stevenson and his brilliant team at the Equal Justice Initiative (EJI). The aspiration to build a memorial to victims of lynching was beyond ambitious, and it required thinking with them and testing sizes, sites, scales, and formats of what this form should take. At one point the vision was a statue. At another it was 12 memorials across the country. In the end we settled on one singular national memorial in Montgomery, with the capabilities of sharing markers and soil collecting activities nationally. While we were the architect of the project, that title barely describes the range of services, engagement, support, ideation, fundraising, and testing we did to help bring to life the vision of one our country's great visionaries. Through this project we have become convinced that much in the world cannot be done without spatializing it, and we have learned that the designer's role can be as expansive as the partner desires when we join the team way upstream.





In the last 4 years, The National Memorial for Peace and Justice has been a part of an astronomical increase of \$1.2 billion in tourism growth for the State of Alabama and attracted nearly one million visitors.

# Sugar Land 95: Cemetery Revitalization Project

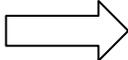


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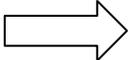
*Public Memory and Memorials Lab:  
How can spatializing memory support  
healing and inspire collective action for  
generations to come?*

# PHASES OF DESIGN

**1**



**2**



**3**

## ENGAGEMENT

- Community Outreach
- Public Input
- Research & Development
- Collective Process
- Compiling

## HONORING

- Temporary Experience
- Exhibition
- Marking
- Planting
- Remembering + Educating

## PERMANENCE

- Permanent Installation
- Architecture (Memorial / Museum)<sup>149</sup>
- Knowledge Sharing

# PHASES

EJI NATIONAL MEMORIAL FOR PEACE AND JUSTICE - MONTGOMERY, ALABAMA



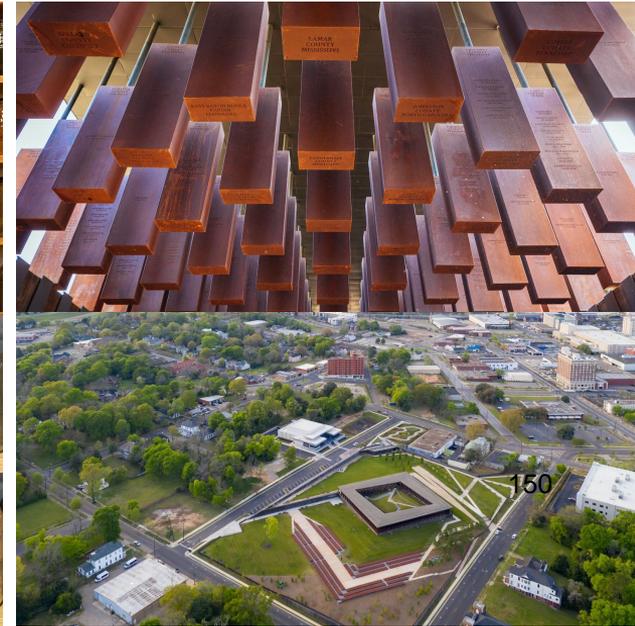
**ENGAGEMENT**

Soil Collection



**HONORING**

Soil Exhibition

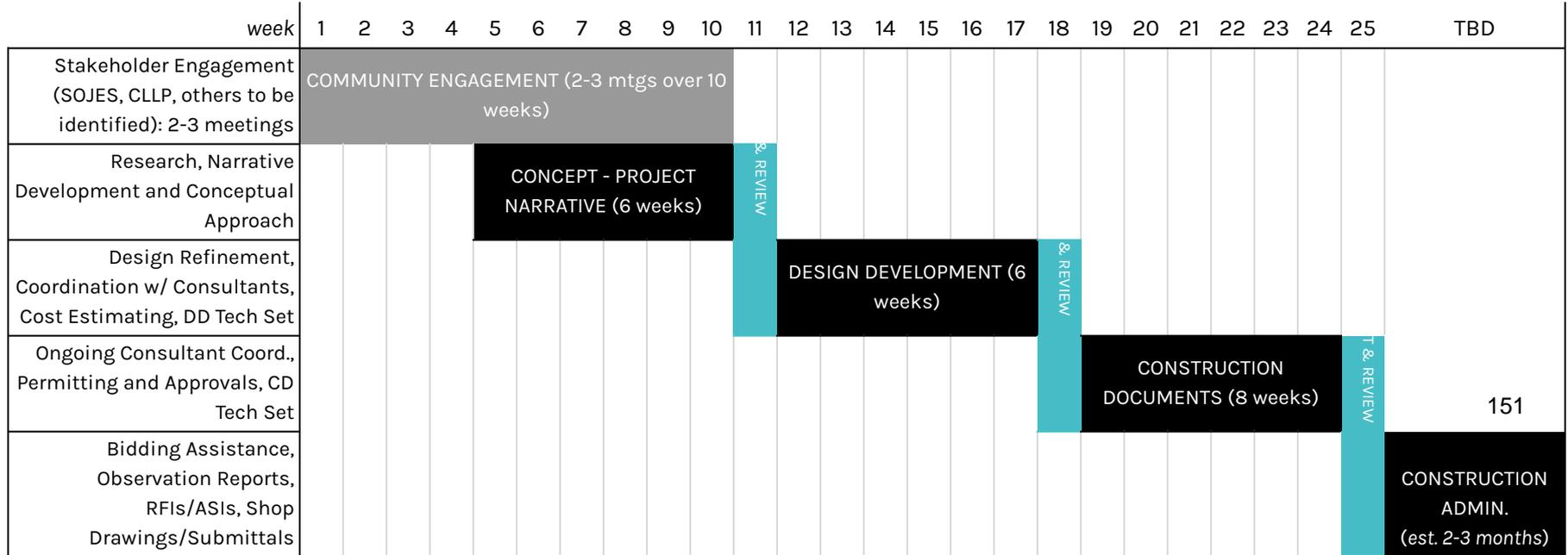


**PERMANENCE**

Memorial & Museum

# PROPOSED SCHEDULE

\*SUBJECT TO REVIEW AND APPROVAL



**For: Fort Bend ISD Board of Trustees**  
**Date: November 15,2021**  
**Action: Consideration and Approval:**  
**Lease Extension of Modular**  
**Building at Barrington Place**  
**ES**  
**References: Board Policy CV (Local)**  
**Scalable Systems**  
**Department: Operations**

**Recommendation**

Consideration and possible approval of a non-binding, 12-month extension to the existing lease contract with Mobile Modular Management Corporation for the 12-classroom modular building located at Barrington Place ES, and authorization for the Superintendent to negotiate and execute or terminate the respective contract.

**Summary**

On April 15, 2019, the Board approved the lease and installation of a 12-classroom modular building with supporting restrooms, to house Meadows Elementary School students while their campus was being rebuilt. The lease was executed with Mobile Modular Management Corporation through the Buy Board Purchasing Cooperative #637-21 for a total of 18 months. On January 2021, the Board approved a lease extension for 12-months to house Lakeview Elementary School students while their campus was being rebuilt.

Due to construction delays experienced during the rebuild of the new Lakeview ES and delays due to COVID-19, the Design & Construction Department (D&C) recommends extending the current lease for the modular building for an additional 12 months, with the ability to break the lease at any time without penalty. The lease extension will allow for Lakeview students to remain in place until their new building is ready, while alleviating possible capacity issues surrounding the face-to-face learning model to safely house students and staff.

D&C obtained a quote for a 12-month lease extension and determined that funding is available to support the lease extension under the previously approved project budget for Lakeview Elementary School.

The following table summarizes the anticipated costs with leasing the modular buildings for an additional 12 months starting in January 2022.

Estimated Budget	Cost
Modular Building — 12-month lease	\$165,000
Contingency (10%)	\$16,500
Total Estimated Budget — 12-month lease	\$181,500

Recommended by:

Christie Whitbeck  
Superintendent of Schools

Submitted by:

Oscar Perez  
Chief Operations Officer

<b>BOT Meeting:</b>	<b>November 8, 2021</b>
<b>Solicitation No.:</b>	<b>22-016CT BuyBoard Cooperative</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>806 Technologies Software Platforms</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the continued purchase of Plan4Learning and TitleCrate software platforms from 806 Technologies under a cooperative contract with the BuyBoard Cooperative in an amount not-to-exceed \$194,535, and authorization for the Superintendent to negotiate and execute the agreements through December 2024.</p> <p><b><u>Summary</u></b></p> <p>In December 2019, the Board approved the purchase of 806 Technologies Software platforms, which expires on December 12, 2021. The Fort Bend ISD Information Technology Division, State and Federal Programs, and Organizational Transformation Departments are seeking approval for the continued procurement of Plan4Learning and TitleCrate 806 Technologies software platforms under a cooperative contract with the BuyBoard Cooperative.</p> <p>The Plan4Learning platform supports the development of the annual district and campus improvement plans. The TitleCrate 806 platform, used by Fort Bend ISD’s State and Federal Programs Department, manages the life cycle of documentation for various federal programs. The software platform enables documentation for various federal programs to be organized, uploaded, and stored for several years, providing efficient access for auditing purposes. Both software platforms are a vital part of the district’s system for monitoring and documenting compliance with state and federal requirements.</p> <p>The 806 Technologies Software platforms help educators and school leadership to streamline the administrative processes to student outcomes. In addition, the software transforms administrative tasks into efficient workflows and automates various steps in document development.</p> <p>The BuyBoard cooperative purchasing contract will allow the District to provide the software platforms to campuses and departments to continue fulfilling their needs, and complies with school district bidding requirements. The BuyBoard cooperative purchasing contract has renewal options through December 2024. Should the contract not renew for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract or an alternate procurement method.</p>

	<b><u>Background</u></b>	
	Expenditures in 2020-21 were \$53,500 for these services. Expenditures will not exceed \$194,535, through December 31, 2024, which includes a 10% contingency. Funding is included in the budget.	
Requested By:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer	
Vendor:	806 Technologies	
Budget Sources:	General Fund Federal Funds	
Amount:	Not to Exceed - \$194,535 through December 2024	
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 December 2024	
Last solicitation date:	N/A	
Supporting documents:	N/A	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

<b>BOT Meeting:</b>	<b>November 15, 2021</b>
<b>Solicitation No.:</b>	<b>22-010AR General Services Administration</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>Campus Security Management System and Equipment</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the continued purchase of campus security management systems and equipment from Raptor Technologies, LLC through the General Services Administration purchasing cooperative, for an amount not to exceed \$351,934 and authorization for the Superintendent to negotiate and execute the agreements through February 2024.</p> <p><b><u>Summary</u></b></p> <p>In December 2018, the Board approved the purchase of campus security management systems and equipment through a cooperative agreement with BuyBoard, which expires on December 31, 2021. The District has used Raptor Technologies, LLC campus security management systems and equipment across the District since 2005.</p> <p>The security screening access equipment and visitor management system provides a full line-of-sight of all who enter campus and building sites. Raptor Technologies, LLC is the leader in K-12 visitor management software. The Raptor System not only provides an effective, efficient method for tracking visitors, it goes beyond conventional applications by utilizing available public databases to help control campus security. Multiple alert features help school personnel and law enforcement officers by providing vital information about potentially dangerous situations.</p> <p>The GSA Cooperative Purchasing Program allows state, local, and tribal governments to purchase IT, security, and law enforcement products and services offered through specific Schedule contracts. The General Services Administration cooperative purchasing contract will allow for the continued purchase of security screening access equipment and visitor management systems for all campuses and building sites and complies with school district bidding requirements. Renewal options are available through February 2024. Should the contract not renew for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract or an alternate procurement method.</p> <p><b><u>Background</u></b></p> <p>Expenditures in 2020-21 were \$129,102 for these services. Expenditures will not exceed \$351,934, through February 2024, which</p>

	includes a 10% contingency. Funding is included in the budget. This amount includes not only the annual software support, but also any equipment and supplies purchased from Raptor.
<b>Requested By:</b>	Chief David Rider, Chief of Police Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
<b>Vendor:</b>	Raptor Technologies
<b>Budget Sources:</b>	General Fund
<b>Amount:</b>	Not to Exceed - \$351,934 through February 2024
<b>Other Supporting Information</b>	
<b>Sole Source:</b>	No
<b>Number of vendors contacted by Purchasing:</b>	N/A
<b>Number of vendors contacted by FBISD Notification System:</b>	N/A
<b>Number of vendors downloaded the solicitation:</b>	N/A
<b>Number of responses received:</b>	N/A
<b>Number of "no bid" responses received:</b>	N/A
<b>Length of commitment:</b>	Through February 2024
<b>Last solicitation date:</b>	N/A
<b>Supporting documents:</b>	N/A
<b>Disclosure under Board Policy CH, CV, or DBD (Local):</b>	None

<b>BOT Meeting: ,</b>	<b>November 15, 2021</b>
<b>Solicitation No.:</b>	<b>RFP 21-093AR</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>Districtwide Painting Services</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the procurement of Districtwide painting services from multiple vendors in an amount not to exceed \$700,000 and authorization for the Superintendent to negotiate and execute the agreements through November 2026.</p> <p><b><u>Summary</u></b></p> <p>On August 8, 2021 Fort Bend ISD issued RFP 21-093AR soliciting proposals for Districtwide painting services.</p> <p>The recommended vendors will assist the District's internal campus painting program. This effort will help maintain an overall attractive appearance for school buildings, athletic facilities, and administrative buildings throughout the District. The recommended vendors will apply protective and decorative paint to common interior and exterior areas to provide resistance to weathering, protection from wear and tear and corrosion.</p> <p>An evaluation team comprised of Fort Bend ISD staff members from the Facilities and Risk Management Departments evaluated the proposals.</p> <p><b><u>Background</u></b></p> <p>Expenditures for FY 2020-21 were \$113,285. Expenditures year-to-date in 2021-22 are \$49,427. The average cost for these services in the last three fiscal years were \$126,973. Expenditures will not exceed \$700,000 through November 2026, which includes a 10% contingency. Funding is included in the budget.</p>
<b>Requested By:</b>	Oscar Perez, Chief Operations Officer Bryan Guinn, Chief Financial Officer
<b>Vendors:</b>	Westco Ventures LLC Quadra Mind Enterprises, Inc.
<b>Budget Sources:</b>	General Fund
<b>Amount:</b>	Not to Exceed - \$700,000 through November 2026
<b>Other Supporting Information</b>	
<b>Sole Source:</b>	No
<b>Number of vendors contacted by Purchasing:</b>	3
<b>Number of vendors contacted by FBISD Notification System:</b>	3140
<b>Number of vendors downloaded the solicitation:</b>	41
<b>Number of responses received:</b>	5

Number of "no bid" responses received:	1
Length of commitment:	Through November 30, 2026
Last solicitation date:	October 2016
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

**Evaluation Summary**  
**RFP 21-093AR Districtwide Painting Services**

**Districtwide Painting Services**

<b>Vendor</b>	<b>Purchase Price</b> <b>(20 pts max)</b>	<b>Reputation of the Vendor and the Vendor's Goods and Services</b> <b>(5 pts max)</b>	<b>Quality of the Vendor's Goods or Services</b> <b>(25 pts max)</b>	<b>Extent to Which the Goods or Services Meet the District's Needs</b> <b>(25 pts max)</b>	<b>Vendor's Past Relationship With the District or Similar Sized District</b> <b>(5 pts max)</b>	<b>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</b> <b>(10 pts max)</b>	<b>Agreement to Fort Bend ISD Terms and Conditions</b> <b>(10 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>
Westco Ventures LLC	16.72	3.00	21.75	21.00	5.00	3.00	10.00	Pass	80.47	1
Quadra Mind Enterprise, Inc.	20.00	2.85	17.25	17.25	4.00	4.29	10.00	Pass	75.64	2
Floors 2 Adore	12.41	4.30	16.75	18.25	4.00	3.00	10.00	Pass	68.71	3
Prestige Building Group, LLC	10.76	2.00	15.25	16.00	3.00	10.00	10.00	Pass	67	4
Knighten and Knighten	9.23	2.30	12.25	12.50	3.00	1.00	10.00	Pass	50.28	5

**RFP 21-093AR Districtwide Painting Services  
Evaluation Criteria**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Purchase Price</b></p> <p>Offer a fair reasonable price for items to be procured by Fort Bend ISD.</p>	20 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>Quality of the Vendor's Goods or Services</b></p> <ul style="list-style-type: none"> <li>• The bidder's documented experience in successfully performing contracts of a similar size and scope</li> <li>• The qualifications and experience of the bidder's management, supervisory or assigned personnel to FBISD</li> <li>• General capabilities</li> <li>• Qualifications</li> <li>• Customer Service capabilities</li> <li>• Demonstrated competence</li> </ul>	25 points
4	<p><b>Extent to Which the Goods or Services Meet the District's Needs</b></p> <ul style="list-style-type: none"> <li>• Vendors ability to meet specifications provided in the proposal</li> </ul>	25 points
5	<p><b>Vendor's Past Relationship with the District or Similar Sized District</b></p> <p>For reference, the vendor may list any past projects or contracts that the service provider has had with the district or a district with similar size or larger.</p>	5 points
6	<p><b>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Service Fees (travel, etc.)</li> <li>• Other Fees or Added Costs</li> </ul>	10 points
7	<p><b>Extent to Which the Vendor Agrees to our Standard Form of Agreement.</b> By <b>Signing the Agreement</b>, you assent to the Terms and Conditions of Fort Bend ISD.</p>	10 points
8	<p><b>Insurance Requirements:</b> A copy of the <b>Certificate of Liability Insurance and Waiver of Subrogation</b> should be in your proposal.</p>	Pass/Fail
	<b>TOTAL</b>	100 points

<b>BOT Meeting:</b>	<b>November 15, 2021</b>
<b>Solicitation No.:</b>	<b>RFP 21-094AR</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>Water Treatment Chemicals &amp; Services</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the purchase of water treatment chemicals and services from Green and Sustainable Services, LLC in an amount not to exceed \$1,875,090 and authorization for the Superintendent to negotiate and execute the agreements through November 2026.</p> <p><b><u>Summary</u></b></p> <p>On September 5, 2021, Fort Bend ISD issued RFP 21-094AR soliciting proposals for water treatment chemicals and services. All District locations with water cooling towers will be serviced under this bid. Service areas include 12 high schools, 14 middle schools, 25 elementary schools, and 2 non campus locations. Locations with air cooling systems do not require this service.</p> <p>This program includes all required chemicals, products, testing reagents and testing equipment specific to Fort Bend ISD's water treatment requirements. The recommended vendor will provide a dedicated technician to test and maintain systems, a minimum of twice per month, per site. This will support and service treatment for the condenser, chill loop, and heating hot loop systems. The recommended vendor will control corrosion, biological fouling, and waterborne pathogens.</p> <p>An evaluation team comprised of Fort Bend ISD staff members from the Facilities and Risk Management Departments evaluated the proposals.</p> <p><b><u>Background</u></b></p> <p>Expenditures for FY 2020-21 were \$416,928. Expenditures will not exceed \$1,875,090 through November 2026, which includes a 10% contingency. Funding is included in the budget.</p>
<b>Requested By:</b>	Oscar Perez, Chief Operations Officer Bryan Guinn, Chief Financial Officer
<b>Vendors:</b>	Green and Sustainable Services, LLC
<b>Budget Sources:</b>	General Fund
<b>Amount:</b>	Not to Exceed - \$1,875,090 through November 2026
<b>Other Supporting Information</b>	
<b>Sole Source:</b>	No
<b>Number of vendors contacted by Purchasing:</b>	2
<b>Number of vendors contacted by FBISD Notification System:</b>	804

Number of vendors downloaded the solicitation:	34
Number of responses received:	5
Number of "no bid" responses received:	N/A
Length of commitment:	Through November 30, 2026
Last solicitation date:	August 2017
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

**RFP 21-094 Water Treatment Chemicals and Services  
Evaluation Criteria**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Purchase Price</b></p> <p>Offer a fair reasonable price for items to be procured by Fort Bend ISD.</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.</p>	5 points
3	<p><b>Quality of the Vendor's Goods or Services</b></p> <ul style="list-style-type: none"> <li>• The bidder's documented experience in successfully performing contracts of a similar size and scope</li> <li>• The qualifications and experience of the bidder's management, supervisory or assigned personnel to Fort Bend ISD</li> <li>• General capabilities</li> <li>• Qualifications</li> <li>• Customer service capabilities</li> <li>• Demonstrated competence</li> </ul>	20 points
4	<p><b>Extent to Which the Goods or Services Meet the District's Needs</b></p> <ul style="list-style-type: none"> <li>• Vendors ability to meet specifications provided in the proposal</li> </ul>	25 points
5	<p><b>Vendor's Past Relationship with the District</b></p> <p>For reference, the vendor may list any past projects or contracts that the service provider has had with the district or a district with similar size or larger</p>	5 points
6	<p><b>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</b></p> <p>Warranty, setup fee; maintenance or other fees</p>	10 points
7	<p>Extent to Which the Vendor Agrees to our Standard Form of Agreement. <b>By signing the Agreement, you assent to the Terms and Conditions of Fort Bend ISD.</b></p>	10 points
8	<p><b>Insurance Requirements</b></p> <p>A copy of the <b>Certificate of Liability Insurance and Waiver of Subrogation</b> should be in your proposal.</p>	Pass/Fail
	<b>TOTAL</b>	<b>100 points</b>

**Evaluation Summary**  
**RFP 21-094AR Water Treatment Chemicals & Services**

<b>Vendor</b>	<b>Purchase Price</b> (25 pts max)	<b>Reputation of the Vendor and the Vendor's Goods and Services</b> (5 pts max)	<b>Quality of the Vendor's Goods or Services</b> (20 pts max)	<b>Extent to Which the Goods or Services Meet the District's Needs</b> (25 pts max)	<b>Vendor's Past Relationship with the District or Similar Sized District</b> (5 pts max)	<b>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</b> (10 pts max)	<b>Agreement to Fort Bend ISD Terms and Conditions</b> (10 pts max)	<b>Insurance Requirements</b> (Pass/Fail)	<b>Total Score</b> (100 pts Max)	<b>Proposer's Ranking</b>
Green and Sustainable Services, LLC	25.00	3.00	17.33	21.00	4.00	10.00	10.00	Pass	90.33	1
RJY Group, LLC	21.95	2.00	11.00	11.67	2.00	8.78	10.00	Pass	67.40	2
Industrial Water Treatment	19.02	2.00	9.33	11.00	2.00	7.61	10.00	Pass	60.96	3
Techno Mechanical Solutions LLC	17.80	2.00	5.00	5.67	2.00	7.12	10.00	Pass	49.59	4
Seaco Technologies, Inc.	5.38	2.85	9.67	11.33	2.00	2.15	10.00	Pass	43.38	5

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 2021**  
**Action: Consideration and Approval:**  
**Construction Services for Turf and Athletics at Multiple Campuses**  
**References: Board Policy CV (Local)**  
**District Goal Scalable Systems**  
**Department: Operations**

### **Recommendation**

Consideration and possible approval to include Hall Stadium into (PKG021) Turf and Athletic Renovation Package, to replace existing synthetic turf and synthetic track by utilizing existing contractor, Hellas Construction, Inc., and approval of a revised Exhibit 1 – detailed project budget.

### **Summary**

On December 17, 2018, the BOT approved all Project Budgets for the 2018 Bond Program. On February 10, 2020, the BOT approved Hellas Construction, Inc. as the best value contractor to execute all Turf and Athletics upgrades for 25 campuses under PKG 021 with a total project budget of \$41,667,458.

Hall Stadium turf and synthetic track replacement was identified as a need under the 2017 Facilities Assessment, and listed under the Bond 2018 Capital Plan. However, due to budgetary constraints, it was not included in the Phase 1 approved Bond 2018 turf and athletics improvements package. It was placed under Phase 2 work to be funded with a future bond.

Since the approval of Bond 2018, Facilities has continued to receive complaints associated with the condition and functionality of the synthetic turf and synthetic track at Hall Stadium. Emergency repairs have become repetitive and constant as the existing turf and track have exceeded its life expectancy.

The Facilities and Athletics Departments requested consideration of adding Hall Stadium to the Bond 2018 turf and athletics improvements scope if the original budget could support the additional cost. Design & Construction analyzed the current condition of the track and turf at Hall Stadium, reviewed the needed scope of work, and estimated the replacement costs based on previously negotiated rates within the current contract to be set as a Not-To-Exceed amount of \$1,200,000.

D&C staff recognizes the need to address the synthetic turf and track and has confirmed that current funds are available within PKG 021 Turf and Athletics to address the deficiencies at Hall Stadium. Original approved Budget for PKG021 will remain the same as shown on the table below. CSP Contract	Package Number	Description	Project Budget
CSP20-026DE	PKG021	Turf and Athletics	\$41,667,458

The scope of work for the original package includes Turf and Athletics Upgrades at 25 campuses, and after Board approval, an additional site (Hall Stadium) will be included as part of this package, for a total of 26 facilities.

The attached Revised Exhibit 1 provides the detailed project budget for PKG021 and inclusion of Hall Stadium to this package.

Upon Board approval, staff will begin working on design and development of the necessary work to replace the synthetic turf and track at Hall Stadium. Staff will work in partnership with the Athletic administrators to schedule all work with the least disruption to student learning.

Recommended by:

Christie Whitbeck  
Superintendent of Schools

Submitted by:

Oscar Perez  
Chief Operations Officer

Project Summary  
**Package 21 - Turf and Athletics**  
 EXHIBIT - 1

Description	A	B	C	D	E	F	G	H	I	TOTAL
	A/E Design Fees & Reimbursables	Design Contingency	Other Professional Services	Construction	Construction Contingency	FF&E	Site Development	Admin & Other Project Costs	Project Contingency	
AUSTIN HIGH SCHOOL	\$122,946	\$15,663	\$142,867	\$1,443,205	\$197,658			\$1,500	\$0	\$1,923,839
BOWIE MIDDLE SCHOOL	\$77,552	\$9,602	\$126,612	\$893,805	\$123,222				\$0	\$1,230,793
BUSH HIGH SCHOOL	\$103,321	\$12,779	\$143,359	\$1,313,918	\$161,694				\$35,834	\$1,770,905
CLEMENTS HIGH SCHOOL	\$118,954	\$11,754	\$143,312	\$1,361,780	\$191,068			\$1,500	\$0	\$1,828,368
CROCKETT MIDDLE SCHOOL	\$103,177	\$9,380	\$124,646	\$1,143,417	\$122,169				\$33,821	\$1,536,610
DULLES HIGH SCHOOL	\$119,143	\$14,502	\$153,753	\$1,516,287	\$1,134,996			\$1,500	\$1,031	\$2,941,212
DULLES MIDDLE SCHOOL	\$92,446	\$3,643	\$10,389	\$1,247,519	\$8,688				\$0	\$1,362,685
ELKINS HIGH SCHOOL	\$126,073	\$15,582	\$147,435	\$1,603,324	\$195,613			\$1,500	\$0	\$1,989,527
FIRST COLONY MIDDLE SCHOOL	\$133,484	\$13,748	\$144,545	\$1,680,050	\$96,071				\$0	\$2,067,898
FORT SETTLEMENT MIDDLE SCHOOL	\$84,206	\$10,026	\$121,160	\$1,022,425	\$130,775				\$486	\$1,369,078
GARCIA MIDDLE SCHOOL	\$99,865	\$10,703	\$126,893	\$1,276,647	\$137,407				\$0	\$1,651,515
HALL STADIUM	\$76,238		\$46,000		\$1,016,500				\$61,262	\$1,200,000
HIGHTOWER HIGH SCHOOL	\$104,694	\$13,213	\$133,530	\$1,360,069	\$164,914				\$0	\$1,776,420
HODGES BEND MIDDLE SCHOOL	\$81,858	\$10,135	\$124,749	\$981,904	\$132,331				\$33,115	\$1,364,092
KEMPNER HIGH SCHOOL	\$108,436	\$12,772	\$139,961	\$1,380,322	\$163,995				\$46	\$1,805,532
LAKE OLYMPIA MIDDLE SCHOOL	\$88,792	\$10,993	\$135,083	\$920,388	\$140,878				\$0	\$1,296,134
MARSHALL HIGH SCHOOL	\$200,095	\$25,491	\$250,973	\$1,722,090	(\$82,098)			\$1,500	\$0	\$2,118,051
MCAULIFFE MIDDLE SCHOOL	\$86,878	\$10,430	\$128,554	\$1,104,877	\$136,268				\$5,335	\$1,472,341
MERCER ATHLETIC COMPLEX	\$29,251	\$3,425	\$43,787	\$341,778	\$407,085				\$21,915	\$847,241
MISSOURI CITY MIDDLE SCHOOL	\$109,498	\$13,557	\$151,608	\$1,138,151	\$176,858				\$0	\$1,589,672
QUAIL VALLEY MIDDLE SCHOOL	\$117,592	\$14,559	\$123,964	\$1,240,731	\$189,271			\$1,500	\$0	\$1,687,617
RIDGE POINT HIGH SCHOOL	\$2,073		\$2,000	\$2,628	\$3,423				\$2,742	\$12,866
SARTARTIA MIDDLE SCHOOL	\$86,666	\$10,730	\$132,669	\$1,052,189	\$139,168				\$0	\$1,421,422
SUGAR LAND MIDDLE SCHOOL	\$110,076	\$13,357	\$146,226	\$1,399,193	\$174,192				\$1,394	\$1,844,438
TRAVIS HIGH SCHOOL	\$99,843	\$12,063	\$136,347	\$1,271,118	\$152,411				\$11,077	\$1,682,859
WILLOWRIDGE HIGH SCHOOL	\$106,709	\$13,577	\$128,903	\$1,355,122	\$172,035				\$0	\$1,776,346

Project Summary  
**Package 21 - Turf and Athletics**  
EXHIBIT - 1

<b>TOTAL:</b>	\$2,589,866	\$291,684	\$3,209,322	\$29,772,938	\$5,586,591	\$9,000	\$208,058	\$41,667,458
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<b>BOT Meeting:</b>	<b>November 15, 2021</b>
<b>Solicitation No.:</b>	<b>RFP 22-004AB</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>Kitchen Grease Trap Removal, Cleaning, and Related Services</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the continued purchase of kitchen grease trap removal, cleaning, and related services from Advanced Ecosystem Services in an amount not to exceed \$400,000, and authorization for the Superintendent to negotiate and execute the agreements through December 2025.</p> <p><b><u>Summary</u></b></p> <p>On August 12, 2021, Fort Bend ISD issued RFP 22-004AB soliciting proposals for kitchen grease trap removal, cleaning, and related services. This request sought responses from licensed vendors that will provide the necessary removal of grease and cleaning of grease traps services underground for the Child Nutrition Department (CND). Fort Bend ISD currently has 81 grease traps and anticipates a frequency of service within 2 cycles, unless directed otherwise by local officials. Cycle 1 will be November to December and Cycle 2 will be June to July. Locations that fall under the jurisdiction of the City of Houston will require quarterly service.</p> <p>In addition, the Facilities Department will require related services to remove and clean grit traps at the agricultural facilities throughout the District. Furthermore, they will also require services to remove and clean dilution tanks for science labs on the District's secondary campuses. This service will not be on a scheduled cycle, but these related services will be performed on an as needed basis.</p> <p>An evaluation team comprised of Fort Bend ISD staff members from the Child Nutrition and the Facilities Departments evaluated the proposals and found Advanced Ecosystem Services met the requirements of the solicitation.</p> <p><b><u>Background</u></b></p> <p>Expenditures for FY 2020-21 were \$62,444.25 and FY 2019-20 were \$86,036.75. Expenditures year-to-date in 2021-22 are \$6,842.50. Expenditures are not expected to exceed \$400,000 through December 2025, which includes a 15% contingency. Funding is included in the budget.</p>
<b>Requested By:</b>	Oscar Perez, Chief of Operations Bryan Guinn, Chief Financial Officer
<b>Vendors:</b>	Advanced Ecosystem Services

Budget Sources:	General Fund Federal Funds
Amount:	Not to Exceed - \$400,000 through December 2025
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	2
Number of vendors contacted by FBISD Notification System:	84
Number of vendors downloaded the solicitation:	18
Number of responses received:	1
Number of "no bid" responses received:	0
Length of commitment:	Through December 2025
Last solicitation date:	October 12, 2015
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

**Evaluation Summary**

**RFP 22-004AB - Kitchen Grease Trap Removal, Cleaning, and Related Services**

Vendor	Purchase Price (30 pts. max)	Reputation of the Vendor and of the Vendors Goods or Services (15 pts. max)	Quality of the Vendors Goods or Services (15 pts. max)	Extent to Which the Goods or Services Meet the District's Needs (20 pts. max)	Vendors Past Relationship with the District or Similar Sized District (5 pts. max)	Long-Term Cost to the District to Acquire the Vendor's Goods or Services (5 pts max)	Insurance Requirements (Pass/Fail)	Agreement to Fort Bend ISD Terms and Conditions (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
Advanced Ecosystem Services, Inc.	30.00	13.93	14.67	18.33	5.00	5.00	Pass	10.00	96.93	1

**RFP 22-004AB**  
**Kitchen Grease Trap Removal, Cleaning, and Related Services**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Purchase Price</b></p> <p>Offer a fair reasonable price for items or services to be procured by Fort Bend ISD. Pricing will be calculated using the Price Delivery Sheet in this document.</p>	30 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 email with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</p>	15 points
3	<p><b>Quality of the Vendor’s Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Demonstrates competence: experience, etc.</li> <li>• Vendor’s products should be new and be of the highest quality</li> </ul>	15 points
4	<p><b>Extent to Which the Goods or Services Meet the District’s Needs</b></p> <ul style="list-style-type: none"> <li>• Vendor’s ability to meet specifications provided in the proposal</li> <li>• Offer locations with hours of operation of Monday – Friday with exception of posted holidays.</li> <li>• Vendor can provide proof of licenses and certifications requested: <ul style="list-style-type: none"> <li>○ Contractor/Vendor’s TNRCC registration number;</li> <li>○ Disposal site permit or registration number;</li> <li>○ Transporter’s Workers Compensation insurance certificate;</li> <li>○ Transporter’s Liability Insurance;</li> <li>○ The Contractor/Vendor shall submit proof of registered Texas Department of Health hauler.</li> <li>○ Capability</li> </ul> </li> </ul>	20 points
5	<p><b>Vendor’s Past Relationship with the District.</b></p> <ul style="list-style-type: none"> <li>• Has a past relationship with FBISD or a District of similar size</li> </ul>	5 points
6	<p><b>Long-Term Cost to the District to Acquire the Vendor’s Goods or Services</b></p> <p>Warranty, setup fee; maintenance or other fees</p>	5 points

7	<p><b>Insurance Requirements</b></p> <p>Vendor meets insurance requirements and included a copy of the Certificate of Insurance in their proposal.</p>	Pass/Fail
8	<p><b>Extent to which the vendor agrees to our Standard Form of Agreement</b></p> <p>By Signing the Agreement, you assent to the Terms and Conditions of Fort Bend ISD.</p>	10 points
	<b>TOTAL</b>	<b>100 points</b>

<b>BOT Meeting:</b>	<b>November 15, 2021</b>
<b>Solicitation No.:</b>	<b>22-022CT BuyBoard Cooperative</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>Transcript and Schedule Auditing Software</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the continued purchase of a transcript and schedule auditing platform from Mesa Cloud, Inc. under a cooperative contract with the BuyBoard cooperative, in an amount not-to-exceed \$286,000 through December 2024, and authorization for the Superintendent to negotiate and execute the agreements.</p> <p><b><u>Summary</u></b></p> <p>In 2019, the Board approved the purchase of a transcript and schedule auditing platform through a cooperative agreement with BuyBoard, which expires on December 31, 2021. The District has used Mesa software to support counselors in their daily tasks to efficiently audit student transcripts. This solution supports the District’s efforts to ensure no Fort Bend ISD student repeats courses or misses his/her graduation date due to errors. Skyward has the tools to assist school counselors with auditing; however, this process is time-intensive to achieve accuracy. Mesa reduces the auditing process time by alerting school counselors of transcript and scheduling errors through an automated process, enabling the counselors to quickly address errors.</p> <p>By using the Mesa platform, the transcript and scheduling review process will be expedited, allowing counselors to address other needs such as student mental health. High school counselors have responded to this resource favorably, successfully addressing transcript and scheduling issues in a timely manner. We are currently exploring an expansion, and will return to the Board in the future with a request for approval if funds are available.</p> <p>The BuyBoard purchasing contract will allow the District to continue providing a transcript and schedule auditing platform to the counselors that meets their needs, and complies with school district bidding requirements. The BuyBoard cooperative purchasing contract has renewal options through December 2024. Should the contract not renew for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract or an alternate procurement method.</p> <p><b><u>Background</u></b></p> <p>Expenditures in 2020-21 were \$85,960 for these services. Expenditures will not exceed \$286,000 through December 31, 2024, which includes a 10 percent contingency. Funding is included in the budget.</p>

Requested By:	Beth Martinez, Chief Academic Officer Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
Vendor:	Mesa Cloud, Inc.
Budget Sources:	General Fund
Amount:	Not to Exceed - \$286,000 through December 2024
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 December 2024
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

<b>BOT Meeting:</b>	<b>November 15, 2021</b>
<b>Solicitation No.:</b>	<b>21-095CT BuyBoard Cooperative</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>TestHound, Auto Pilot Toolkit and Performance Tracker Toolkit Subscriptions</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the purchase of annual support for TestHound, Auto Pilot Toolkit, and Performance Tracker Toolkit subscriptions from Education Advanced, Inc. under a cooperative contract with the BuyBoard cooperative in an amount not-to-exceed \$298,023 and authorization for the Superintendent to negotiate and execute the agreements through December 2024.</p> <p><b><u>Summary</u></b></p> <p>In 2019, the Board approved the purchase of annual support for TestHound, and Auto Pilot Toolkit, which expires December 31, 2021. The District has used TestHound and Auto Pilot Toolkit across all Fort Bend ISD campuses to improve efficiency and accuracy with coordination of state assessments by providing inventory management, student tracking, test scheduling, accommodation assignment, and reporting. This purchase provides the District and each campus testing coordinator with access to all features, ensuring the efficiency of testing procedures while reducing the possibility of testing irregularities.</p> <p>TestHound, along with the Auto Pilot Toolkit, has streamlined testing procedures, eliminating the need for spreadsheets, and is making the use of the campus test coordinators' time more efficient. Features supported by this software coordinate with District student management systems for reporting of testing accuracy such as student enrollment, special population status, student accommodations, and test booklet assignments.</p> <p>As a part of this contract, the State and Federal Programs Department plans to purchase the Performance Tracker Toolkit module, which will complete the suite for optimum efficiency and accuracy. This module will assist with creating the student testing file that must be sent to the new state vendor, Cambium, for the purpose of tracking student testing history to ensure that students in need of retesting for End of Course graduation requirements are tested accurately, and generating testing reports.</p> <p>The BuyBoard cooperative purchasing contract will allow the District to fulfill the annual support services for TestHound, Auto Pilot Toolkit, and Performance Tracker Toolkit subscriptions, and complies with school district bidding requirements. The BuyBoard cooperative purchasing contract has renewal options through December 2024.</p>

	<p>Should the contract not renew for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract or an alternate procurement method.</p> <p><b><u>Background</u></b></p> <p>Expenditures in 2020-21 were \$69,980 for these services for TestHound and Auto Pilot Toolkit. Expenditures will not exceed \$298,023, through December 31, 2024, which includes adding the Performance Tracker Toolkit Module. This amount includes a 10 percent contingency, and funding is included in the budget.</p>
<b>Requested By:</b>	Beth Martinez, Chief Academic Officer Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
<b>Vendor:</b>	Education Advanced, Inc.
<b>Budget Sources:</b>	General Fund
<b>Amount:</b>	Not to Exceed - \$298,023 through December 31, 2024
<b>Other Supporting Information</b>	
<b>Sole Source:</b>	No
<b>Number of vendors contacted by Purchasing:</b>	N/A
<b>Number of vendors contacted by FBISD Notification System:</b>	N/A
<b>Number of vendors downloaded the solicitation:</b>	N/A
<b>Number of responses received:</b>	N/A
<b>Number of “no bid” responses received:</b>	N/A
<b>Length of commitment:</b>	Through December 2024
<b>Last solicitation date:</b>	N/A
<b>Supporting documents:</b>	N/A
<b>Disclosure under Board Policy CH, CV, or DBD (Local):</b>	None

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 2021**  
**Action: Consideration and Approval:**  
**Water Meter Easement with**  
**Sienna Municipal Utility District**  
**No. 6– Elementary School**  
**References: Board Policy CV (Local)**  
**Scalable Systems**  
**Department: Operations**

### **Recommendation**

Consideration and possible approval of a Water Meter Easement Agreement with Sienna Municipal Utility District No. 6 for the new Elementary School #54, and authorization for the Board President and/or designee to negotiate and execute this easement.

### **Summary**

Sienna Municipal Utility District No. 6 desires to obtain a water meter easement for the new Elementary School #54.

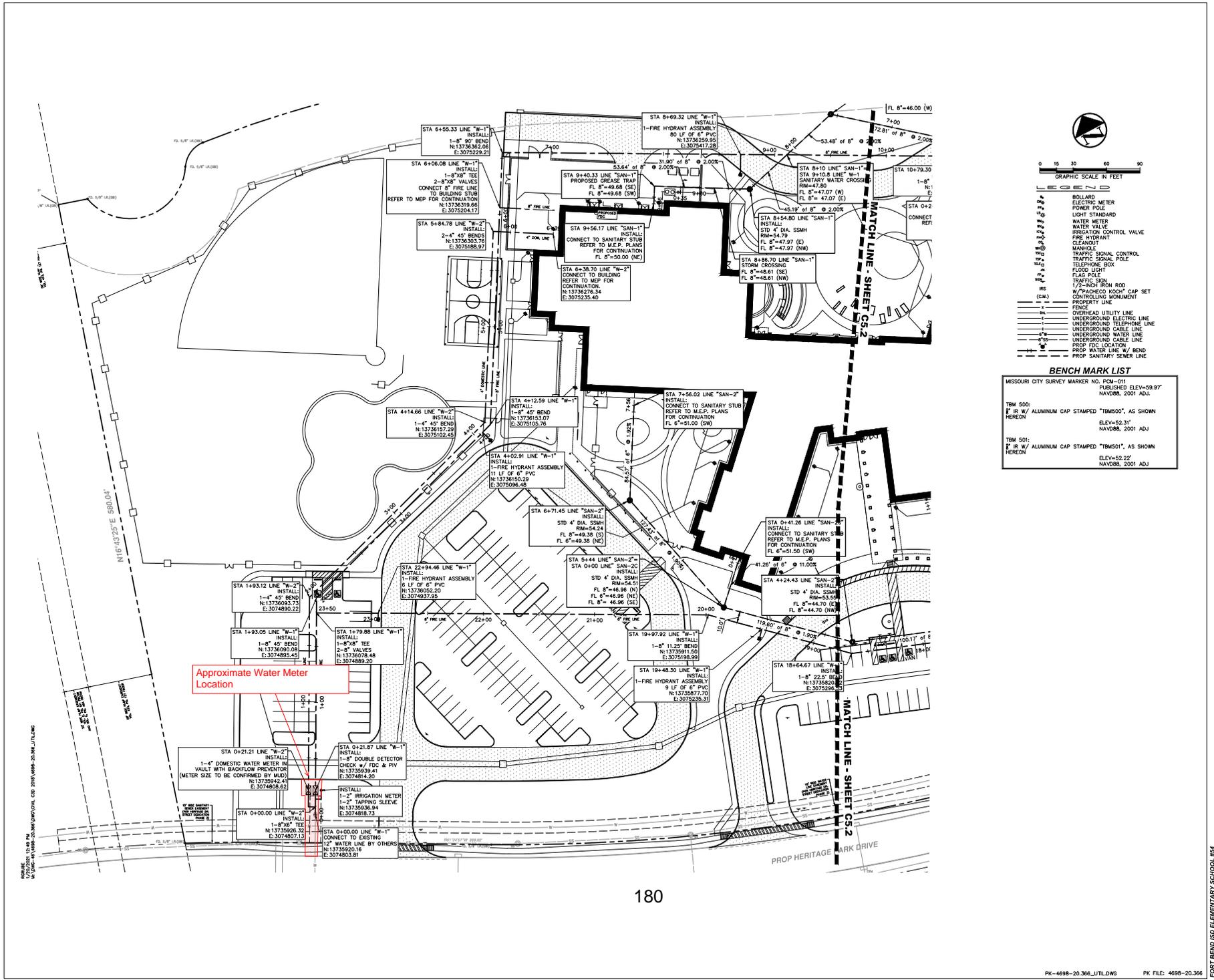
This agreement would allow Sienna Municipal Utility District No. 6 to install a new water meter which will provide water service to Elementary School #54. The water meter easement is located at the southeast corner of the school property.

Recommended by:

Dr. Christie Whitbeck  
Superintendent of Schools

Submitted by:

Oscar Perez  
Chief Operations Officer





METES AND BOUNDS DESCRIPTION  
FOR A  
WATER METER EASEMENT

A 0.015 acre (642 square feet, more or less) water meter easement on a called 16.279 acre tract of land conveyed to Fort Bend Independent School District, as described in a deed recorded in Clerk's File No. 2020104788 in the Official Public Records of Fort Bend County, Texas, situated in the William Hall Survey, Abstract No. 31 in Fort Bend County, Texas. Said 0.015 acre water meter easement being more fully described as follows, all bearings are based on the Texas Coordinate System of 1983, South Central Zone (4204), NAD-83 (NA2011), epoch 2010.00;

COMMENCING: At a 5/8 inch iron rod with cap stamped "GBI" found in the east line of a 58-foot wide Houston Lighting and Power Easement recorded in Volume E, Page 473 and 127 of the Fort Bend County Court Minutes and a north line of the residue of a called 2808.323 acre tract conveyed to TOLL-GTIS Property owners by deed recorded in Clerk's File Number 2013153798 of the Official Public Records of Fort Bend County, Texas, for the southwest corner of said 16.279 acre tract and the point of curvature of a curve to the right, having GRID coordinates of N: 13,734,167.45 and E: 3,074,289.12;

THENCE: Southeasterly, departing said 58-foot wide easement, along and with the north line of said residue of 2808.323 acre tract and the south line of said 16.279 acre tract, along said curve to the right, with a radius of 1,530.00 feet, a central angle of 2°26'20", a chord bearing and distance of S 62°38'07" E, 65.13 feet, for an arc length of 65.13 feet to a 5/8 inch iron rod with cap stamped "GBI" found for the point of tangency;

THENCE: S 61°24'57" E, along and with the north line of said residue of 2808.323 acre tract and the south line of said 16.279 acre tract a distance of 46.72 feet to the POINT OF BEGINNING of the tract herein described, having GRID coordinates of N: 13,734,115.10 and E: 3,074,387.80;

THENCE: Departing the north line of said residue of 2808.323 acre tract, over and across said 16.279 acre tract the following courses and distances:

- N 28°29'41" E, a distance of 41.85 feet to a point for corner;
- N 61°40'23" W, a distance of 6.54 feet to a point for corner;
- N 28°19'37" E, a distance of 11.97 feet to a point for corner;
- S 61°40'23" E, a distance of 18.67 feet to a point for corner;
- S 28°19'37" W, a distance of 11.97 feet to a point for corner;
- N 61°40'23" W, a distance of 2.12 feet to a point for corner;

S 28°29'41" W, a distance of 41.89 feet to a point for corner in the north line of said residue of 2808.323 acre tract and the south line of said 16.279 acre tract, from which a 5/8 inch iron rod with cap stamped "GBI" found in the south line of said 16.279 acre tract bears S 61°24'57" E, a distance of 153.20 feet;

THENCE: N 61°24'57" W, along and with the north line of said residue of 2808.323 acre tract and the south line of said 16.279 acre tract a distance of 10.00 feet to the POINT OF BEGINNING, containing 0.015 acres in Fort Bend County, Texas. Said water meter easement being described in accordance with a survey made on the ground, and a survey map prepared under job number 40937-00 by Pape-Dawson Engineers, Inc.



PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: April 29, 2021  
Job No.: 40937-00  
DOC. ID: K:\Survey\PROJECTS\CIVIL HOUSTON\40937-00\Word\FN40937-00 0.015AC WME

Exhibit B – Sketch of the Easement Tract

**LEGEND:**

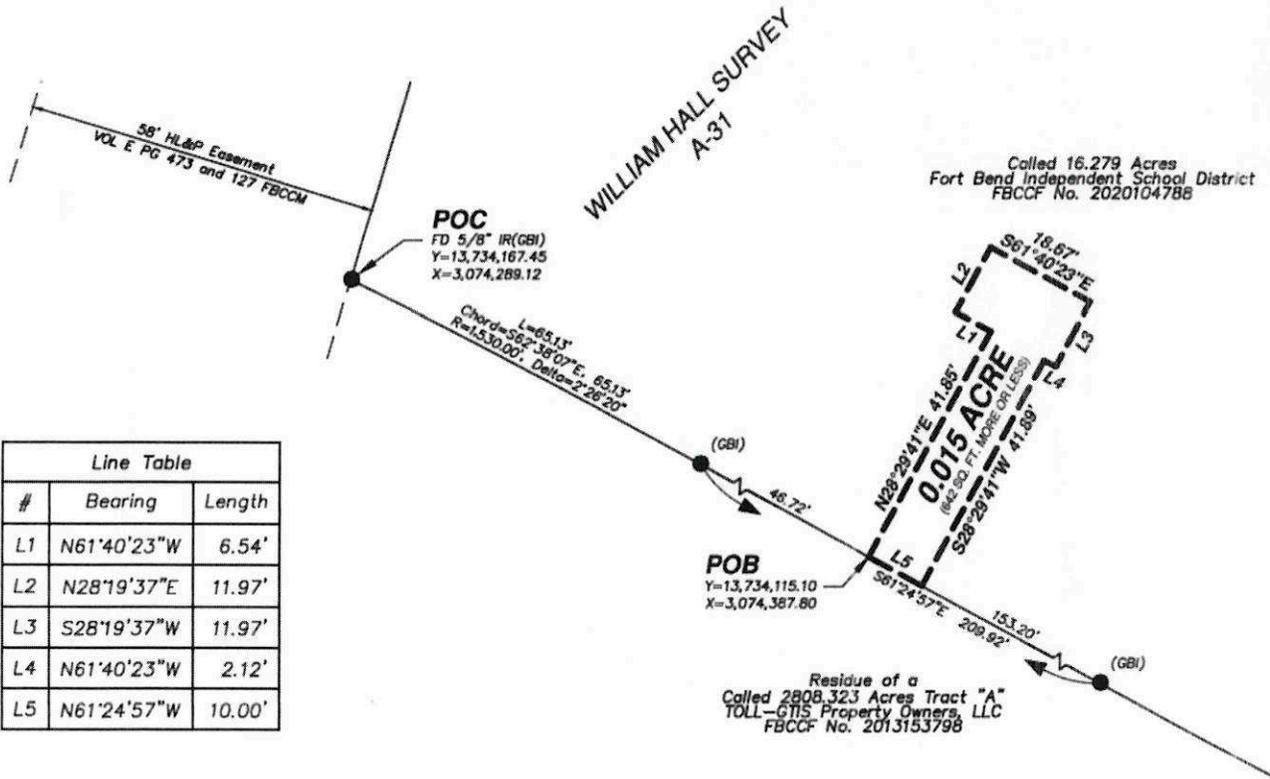
- FBCCF Fort Bend County Clerk's File Number
- FBCDR Fort Bend County Deed Records
- FBCCM Fort Bend County Court Minutes
- Found 5/8" Iron Rod
- (GBI) Found 5/8" Iron Rod with "GBI" Cap

**NOTES:**

1. This exhibit is issued in conjunction with a metes and bounds description prepared under job no. 40937-00 By Pape-Dawson Engineers, Inc.
2. The bearings are based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00.
3. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by multiplying the combined scale factor of 1.00013



SCALE: 1" = 30'



Line Table		
#	Bearing	Length
L1	N61°40'23"W	6.54'
L2	N28°19'37"E	11.97'
L3	S28°19'37"W	11.97'
L4	N61°40'23"W	2.12'
L5	N61°24'57"W	10.00'

Date: Apr 10, 2021, 11:54am User ID: a14646  
 File: K:\Survey\PROJ\GIS\CIVIL\_HOUSTON\40937-00\1240937-00\_WME.dwg



NORTH HOUSTON | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 24445 TOMBALL PARKWAY, STE 200 | TOMBALL, TX 77375 | 281.855.0634  
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10109374



**EXHIBIT**  
 0.015 ACRE  
 WATER METER EASEMENT  
 FORT BEND COUNTY, TEXAS



**WATER METER EASEMENT  
(0.015 Acre)**

**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.**

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

THAT **FORT BEND INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **SIENNA MUNICIPAL UTILITY DISTRICT NO. 6**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of water meters and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.015 acre, as more particularly described in **Exhibit A** and shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee may 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, overhanging limbs, growth, 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. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, overhanging limbs, growth, shrubbery, or other improvements or obstructions, including, without

limitation, the Permitted Improvements (as defined herein), 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 or that unreasonably interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not unreasonably interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Except as otherwise expressly permitted herein, Grantor shall not, without the prior written consent of Grantee (which consent shall not be unreasonably withheld, conditioned or delayed), (i) construct or place, or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract (other than access easements or any easements dedicated in connection with the Permitted Improvements described below); or (iv) change the grade over the Facilities constructed under the Easement Tract. Except as otherwise expressly permitted hereunder, if Grantor constructs, places, installs, or permits any construction, placement, or installation that unreasonably interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor or Grantor's and successors and assigns.

Notwithstanding anything to the contrary set forth herein, Grantor may, without Grantee's prior written consent (except as otherwise provided below), lay, construct, install, maintain, repair, replace, remove and operate the following improvements within the Easement Tract following Grantee's initial construction of the Facilities (collectively, the "Permitted Improvements"): (A) pavement for driveways, curbing, sidewalks and parking lots upon the surface of the Easement Tract, so long as (i) the location of same crosses the Easement Tract and is perpendicular (and not parallel) to the Facilities, and (ii) Grantor places expansion joints within any such pavement located over the Facilities and along both sides of the Easement Tract, (B) landscaping (excluding trees and any other deep-rooted landscaping) within the Easement Tract and

underground irrigation lines installed at a depth so as not to unreasonably interfere with the Facilities, and (C) electric, gas, sewer, water and other public utilities in, on, over, under, across and through the Easement Tract, so long as (i) Grantor submits detailed plans for any such utilities to Grantee for review and written approval of same by Grantee's engineer (which approval shall not be unreasonably withheld, conditioned or delayed by Grantee's engineer, provided that said utilities otherwise satisfy the conditions set forth under this paragraph), (ii) the location of same crosses the Easement Tract and is perpendicular (and not parallel) to the Facilities, and (iii) any such underground utility lines are installed at a depth so as not to unreasonably interfere with the Facilities and are otherwise in compliance with all rules, regulations and requirements promulgated by any applicable governmental authority, including, without limitation, any minimum clearance requirements related thereto. Grantor shall be responsible for maintaining the Permitted Improvements, at its sole cost and expense, and shall keep the same in good condition and repair. The Permitted Improvements shall not damage or otherwise unreasonably interfere with the Facilities, and Grantor shall be responsible for any such damage to the Facilities resulting from Grantor's construction, installation, operation, maintenance or repair of same. In the event that any portion of the Permitted Improvements are removed or otherwise damaged as a result of any work performed by or on behalf of Grantee within the Easement Tract, Grantee shall have no obligation to repair, replace or restore the same, nor shall Grantee incur any liability with respect to the costs associated with such repair, replacement or restoration.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records 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 Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

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, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein 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.

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.

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 its reasonable attorneys' fees from the other party.

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

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.

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.

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

Grantee's address is c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

*[Signature pages follow this page.]*

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

**FORT BEND INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of FORT BEND INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said independent school district and political subdivision.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

**GRANTEE:**

**SIENNA MUNICIPAL UTILITY  
DISTRICT NO. 6**

By: [Signature]  
Name: Ryan Pledger  
Title: Vice President

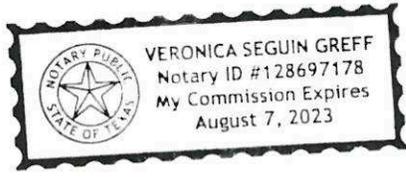
**ATTEST:**

By: [Signature]  
Name: Brad Baird  
Title: Asst. Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on the 17<sup>th</sup> day of August, 2021, by Ryan Pledger, Vice President and Brad Baird, Asst. Secretary of the Board of Directors of SIENNA MUNICIPAL UTILITY DISTRICT NO. 6, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)



[Signature]  
Notary Public, State of Texas

**Attachments:**

Exhibit A - Description of the Easement Tract

Exhibit B - Sketch of the Easement Tract

**After recording, please return to:**

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department



METES AND BOUNDS DESCRIPTION  
FOR A  
WATER METER EASEMENT

A 0.015 acre (642 square feet, more or less) water meter easement on a called 16.279 acre tract of land conveyed to Fort Bend Independent School District, as described in a deed recorded in Clerk's File No. 2020104788 in the Official Public Records of Fort Bend County, Texas, situated in the William Hall Survey, Abstract No. 31 in Fort Bend County, Texas. Said 0.015 acre water meter easement being more fully described as follows, all bearings are based on the Texas Coordinate System of 1983, South Central Zone (4204), NAD-83 (NA2011), epoch 2010.00;

COMMENCING: At a 5/8 inch iron rod with cap stamped "GBI" found in the east line of a 58-foot wide Houston Lighting and Power Easement recorded in Volume E, Page 473 and 127 of the Fort Bend County Court Minutes and a north line of the residue of a called 2808.323 acre tract conveyed to TOLL-GTIS Property owners by deed recorded in Clerk's File Number 2013153798 of the Official Public Records of Fort Bend County, Texas, for the southwest corner of said 16.279 acre tract and the point of curvature of a curve to the right, having GRID coordinates of N: 13,734,167.45 and E: 3,074,289.12;

THENCE: Southeasterly, departing said 58-foot wide easement, along and with the north line of said residue of 2808.323 acre tract and the south line of said 16.279 acre tract, along said curve to the right, with a radius of 1,530.00 feet, a central angle of 2°26'20", a chord bearing and distance of S 62°38'07" E, 65.13 feet, for an arc length of 65.13 feet to a 5/8 inch iron rod with cap stamped "GBI" found for the point of tangency;

THENCE: S 61°24'57" E, along and with the north line of said residue of 2808.323 acre tract and the south line of said 16.279 acre tract a distance of 46.72 feet to the POINT OF BEGINNING of the tract herein described, having GRID coordinates of N: 13,734,115.10 and E: 3,074,387.80;

THENCE: Departing the north line of said residue of 2808.323 acre tract, over and across said 16.279 acre tract the following courses and distances:

- N 28°29'41" E, a distance of 41.85 feet to a point for corner;
- N 61°40'23" W, a distance of 6.54 feet to a point for corner;
- N 28°19'37" E, a distance of 11.97 feet to a point for corner;
- S 61°40'23" E, a distance of 18.67 feet to a point for corner;
- S 28°19'37" W, a distance of 11.97 feet to a point for corner;
- N 61°40'23" W, a distance of 2.12 feet to a point for corner;

S 28°29'41" W, a distance of 41.89 feet to a point for corner in the north line of said residue of 2808.323 acre tract and the south line of said 16.279 acre tract, from which a 5/8 inch iron rod with cap stamped "GBI" found in the south line of said 16.279 acre tract bears S 61°24'57" E, a distance of 153.20 feet;

THENCE: N 61°24'57" W, along and with the north line of said residue of 2808.323 acre tract and the south line of said 16.279 acre tract a distance of 10.00 feet to the POINT OF BEGINNING, containing 0.015 acres in Fort Bend County, Texas. Said water meter easement being described in accordance with a survey made on the ground, and a survey map prepared under job number 40937-00 by Pape-Dawson Engineers, Inc.



PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: April 29, 2021  
Job No.: 40937-00  
DOC. ID: K:\Survey\PROJECTS\CIVIL HOUSTON\40937-00\Word\FN40937-00 0.015AC WME

Exhibit B – Sketch of the Easement Tract

**LEGEND:**

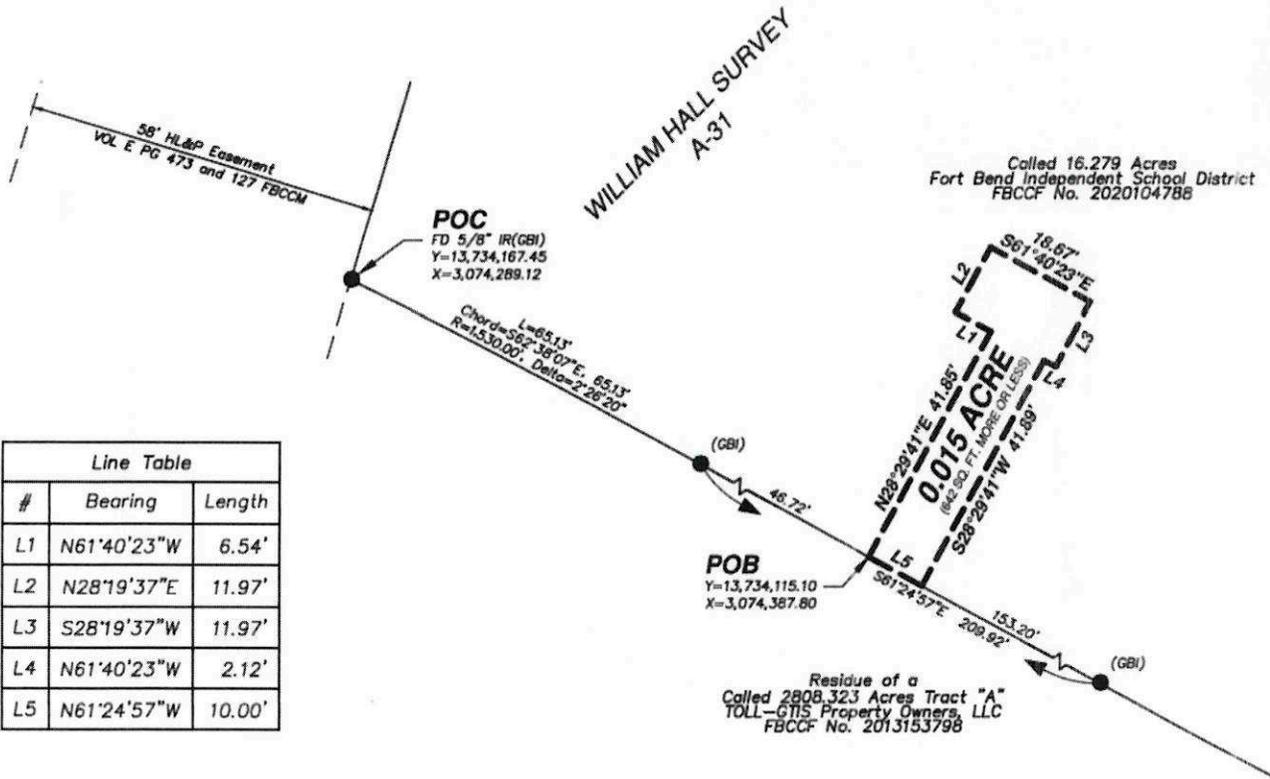
- FBCCF Fort Bend County Clerk's File Number
- FBCDR Fort Bend County Deed Records
- FBCCM Fort Bend County Court Minutes
- Found 5/8" Iron Rod
- (GBI) Found 5/8" Iron Rod with "GBI" Cap

**NOTES:**

1. This exhibit is issued in conjunction with a metes and bounds description prepared under job no. 40937-00 By Pape-Dawson Engineers, Inc.
2. The bearings are based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00.
3. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by multiplying the combined scale factor of 1.00013



SCALE: 1" = 30'



Line Table		
#	Bearing	Length
L1	N61°40'23"W	6.54'
L2	N28°19'37"E	11.97'
L3	S28°19'37"W	11.97'
L4	N61°40'23"W	2.12'
L5	N61°24'57"W	10.00'

Date: Apr 10, 2021, 11:54am User ID: a14646  
 File: K:\Survey\PROJ\GIS\CIVIL\_HOUSTON\40937-00\1240937-00\_M&E.dwg



NORTH HOUSTON | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 24445 TOMBALL PARKWAY, STE 200 | TOMBALL, TX 77375 | 281.855.0634  
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10109374



**EXHIBIT**  
 0.015 ACRE  
 WATER METER EASEMENT  
 FORT BEND COUNTY, TEXAS

**For: Fort Bend ISD Board of Trustees**  
**Date: November 15, 2021**  
**Action: Consideration and Approval: Easement**  
**at FBISD Annex Building**  
**References: Board Policy CV (Local)**  
**District Goal Scalable Systems**  
**Department: Operations**

**Recommendation**

Consideration and possible approval to execute an easement with the City of Sugar Land, along the north side of the FBISD Annex Building located at 3119 Sweetwater Boulevard; and authorization for the Board President and/or designee to negotiate and execute this easement.

**Summary**

The City of Sugar Land is working toward furthering the First Colony Trail Easement project. A portion of the proposed trail falls within a tract of land currently owned and maintained by FBISD. This tract is on the north side of the FBISD Administration Annex Building along Sweetwater Boulevard between Ditch A and Colony Park Drive.

The project scope for the City of Sugar Land includes the constructing, reconstructing, repairing, operating, using, and maintaining of the sidewalk as part of the Trail Easement enhancements and improvements.

The project will further enhance the City of Sugar Land's First Colony Trail Easement project. The segment of the project in front of the Annex building is anticipated to begin this calendar year and will be completed by October 2022.

The proposed easement will not impact the development of the District's property for future use. The project oversight will be coordinated by FBISD Operations in conjunction with the City of Sugar Land.

Recommended by:

Dr. Christie Whitbeck  
Superintendent of Schools

Submitted by:

Oscar Perez  
Chief Operations Officer

**DEDICATION OF EASEMENT  
FOR RECREATIONAL TRAIL**

**DATE:** On the latest of the dates signed by Grantor and the City

**GRANTOR:** Fort Bend Independent School District

**GRANTOR'S MAILING  
ADDRESS:** 16431 Lexington Blvd.  
Sugar Land, TX 4479

**GRANTEE:** City of Sugar Land

**GRANTEE'S MAILING  
ADDRESS:** P.O. Box 110  
Sugar Land, TX 77487

**EASEMENT DESCRIBED:** A 0.2227-acre tract of land in the Elijah Alcorn Survey, Abstract No. 1, Fort Bend County, Texas, being out of Church Reserve "B" of Colony Park, map or plat thereof recorded under Slide No. 622B of the Fort Bend County Plat Records (F.B.C.P.R.), conveyed to Fort Bend I.S.D. as recorded under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2001066230, said 0.2227 acres being more particularly described and shown in Exhibits A and B, attached to and incorporated herein by reference (Easement).

**DEDICATION AND PURPOSE:** Grantor dedicates the Easement to the City across Grantor's real property for the public purposes of constructing, reconstructing, repairing, operating, using and maintaining a sidewalk, hike and bike trail, access pathway, green space, landscaping and similar recreational amenities and appurtenances (the "Facilities").

**RESERVATIONS FROM  
AND EXCEPTIONS TO  
CONVEYANCE AND  
WARRANTY:** All easements, encumbrances, and right-of-ways of record on the date of this Easement, to the extent that same validly exist against the Easement.

**COVENANTS OR CONDITIONS:**

1. Grantor may use the Easement for any purpose (including, without limitation, the construction and maintenance of driveways for access to Grantor's property) that does not materially interfere with City's use of the Easement for the purposes set forth above, but Grantor may not construct, install or place any bridges, buildings, sidewalks, fences, or other structures within or across the Easement.

2. Upon completion of construction or maintenance activities, Grantee will restore the property subject to the Easement to as reasonably a comparable condition that it was in when the construction or maintenance activity began except as to the Facilities. Grantor shall remove, at no cost to Grantor, any dirt, earth, refuse, debris or other material excavated from the Easement in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used by Grantee in connection with its activities hereunder.

3. Any rights remaining in or reserved to Grantor herein are specifically subject to compliance with the applicable laws and regulations of any governmental entity or agency, including the City's ordinances.

4. Grantee shall be solely responsible for the maintenance of the Facilities in good working condition and repair at no cost to Grantor.

5. The Easement hereby granted is non-exclusive, and Grantor, its successors and assigns, shall have the right from time to time to grant further easements over, across, through, and under the Easement Tract for any lawful purpose, provided that the holder of such easement does not materially interfere with the Easement rights herein granted.

TO HAVE AND TO HOLD the Easement unto the City, its successors and assigns, forever and Grantor does bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Easement and rights unto City, 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.

(Signature and Notary Pages Follow)

**GRANTOR:**

Fort Bend Independent School District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE STATE OF TEXAS**           §

§

**COUNTY OF FORT BEND**       §

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of Fort Bend Independent School District, on behalf of said independent school district.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):

\_\_\_\_\_  
Notary's commission expires:  
\_\_\_\_\_

**GRANTEE:**

Pursuant to section 2-11(a)(7) of the Sugar Land Code of Ordinances, the City Manager of the City of Sugar Land accepts this Dedication of Easement for Recreational Trail on behalf of the City of Sugar Land.

By: \_\_\_\_\_  
Michael W. Goodrum, City Manager

Date: \_\_\_\_\_

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF FORT BEND**       §

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Michael W. Goodrum, City Manager of the City of Sugar Land, on behalf of the City of Sugar Land.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):

\_\_\_\_\_  
Notary's commission expires:  
\_\_\_\_\_

- Attachments:  
    Exhibit A - Metes & Bounds Description  
    Exhibit B - Survey Map

**AFTER RECORDING RETURN TO:**

City of Sugar Land  
City Secretary's Office  
P.O. Box 110  
Sugar Land, TX 77487-0110

# EXHIBIT A

**METES AND BOUNDS DESCRIPTION  
0.2227 ACRE SIDEWALK EASEMENT  
IN THE ELIJAH ALLCORN SURVEY, ABSTRACT NO. 1  
FORT BEND COUNTY, TEXAS**

A 0.2227 ACRE TRACT OF LAND IN THE ELIJAH ALLCORN SURVEY, ABSTRACT NO. 1, FORT BEND COUNTY, TEXAS, BEING OUT OF CHURCH RESERVE "B" OF COLONY PARK, MAP OR PLAT THEREOF RECORDED UNDER SLIDE NO. 622B OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.), CONVEYED TO FORT BEND I.S.D. AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NO. 2001066230, THE SAID 0.2227 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at the intersection of the southeasterly Right-of-Way (R.O.W.) line of Sweetwater Boulevard (100-foot-wide) as recorded under Vol. 960, Pg. 293 of the Fort Bend County Deed Records (F.B.C.D.R.), and the northeasterly line of a called 106.4606 acre drainage easement, conveyed to Fort Bend County Levee Improvement District No. 2, as recorded under Vol. 841, Pg. 90 of the Fort Bend County Deed Records (F.B.C.D.R.), being the northwest corner of said Church Reserve "B";

**THENCE**, North 63°42'38" East, along the southeasterly R.O.W. line of said Sweetwater Boulevard, a distance of 418.45 feet to a 1/2 inch iron pipe found marking the beginning of a curve to the left;

**THENCE**, in a northeasterly direction, continuing along the southeasterly R.O.W. line of said Sweetwater Boulevard, with said curve to the left having a radius of 1,430.00 feet, a central angle of 02°40'03", an arc length of 66.58 feet and a chord bearing North 62°22'36" East, a distance of 66.57 feet to a 5/8 inch iron rod found marking the northeast corner of said Church Reserve "B" and the northwest corner of Landscape Reserve "C" of said Colony Park;

**THENCE**, South 26°17'22" East, along the common line of said Church Reserve "B", and said "Landscape Reserve "C" a distance of 20.02 feet to the southeast corner of the herein described tract, being in the arc of a non-tangent curve to the right;

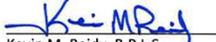
**THENCE**, in a southwesterly direction, over and across said Church Reserve "B" along said non-tangent curve to the right having a radius of 1,450.00 feet, a central angle of 02°37'51", an arc length of 66.58 feet and a chord bearing South 62°23'43" West, a distance of 66.57 feet, to a point of tangency;

**THENCE**, South 63°42'38" West, continuing over and across said Church Reserve "B", a distance of 418.44 feet to the common line of said Church Reserve "B", and said 106.4606 acre drainage easement, for the southwest corner of the herein described tract, and the beginning of a non-tangent curve to the right;

**THENCE**, in a northwesterly direction, along the common line of said Church Reserve "B", and said 106.4606 acre drainage easement, with said non-tangent curve to the right having a radius of 3,890.00 feet, a central angle of 00°08'50", an arc length of 10.00 feet and a chord bearing North 26°21'47" West, a distance of 10.00 feet to a point of tangency;

**THENCE**, North 26°17'22" West, continuing along the common line of said Church Reserve "B", and said 106.4606 acre drainage easement, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.2227 acres of land. This description is accompanied by an exhibit of even date.

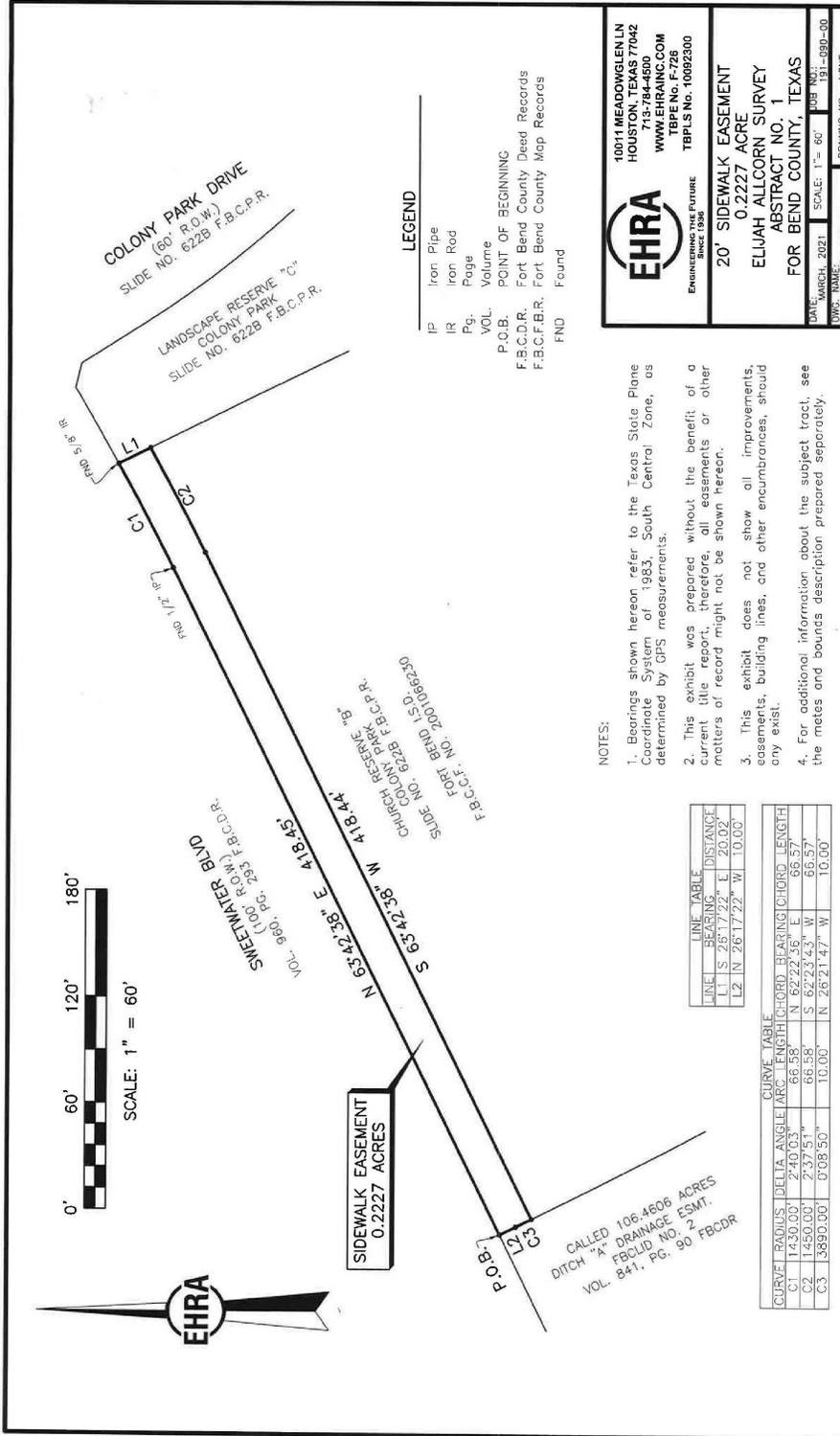
EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300

  
Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: March, 2021  
Job No: 191-090-00  
File No: R:\2019\191-090-00\Docs\Description\Easement\0.2227SWE-MB.doc

# EXHIBIT B



**LEGEND**

IP Iron Pipe  
 IR Iron Rod  
 Pg. Page  
 VOL. Volume  
 P.O.B. POINT OF BEGINNING  
 F.B.C.D.R. Fort Bend County Deed Records  
 F.B.C.F.B.R. Fort Bend County Map Records  
 FND Found

10011 MEADOWGLEN LN  
 HOUSTON, TEXAS 77042  
 TEL: 281-784-4600  
 WWW.EHRA.COM  
 TEXAS REG. NO. 12726  
 TBPLS NO. 10092300

**EHRA**  
 ENGINEERS SINCE 1936

**20' SIDEWALK EASEMENT**  
 0.2227 ACRES  
 ELIJAH ALLCORN SURVEY  
 ABSTRACT NO. 1  
 FOR BEND COUNTY, TEXAS

DATE: MARCH, 2021 SCALE: 1" = 60' JOB NO. 191-090-00  
 DWG. NAME: 1910900-SWE120W DRAWING NO.: NONE

- NOTES:**
- Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
  - This exhibit was prepared without the benefit of a current title report, therefore, all easements or other matters of record might not be shown hereon.
  - This exhibit does not show all improvements, easements, building lines, and other encumbrances, should any exist.
  - For additional information about the subject tract, see the metes and bounds description prepared separately.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 25°17'22" E	20.00'
L2	N 26°17'22" W	10.00'

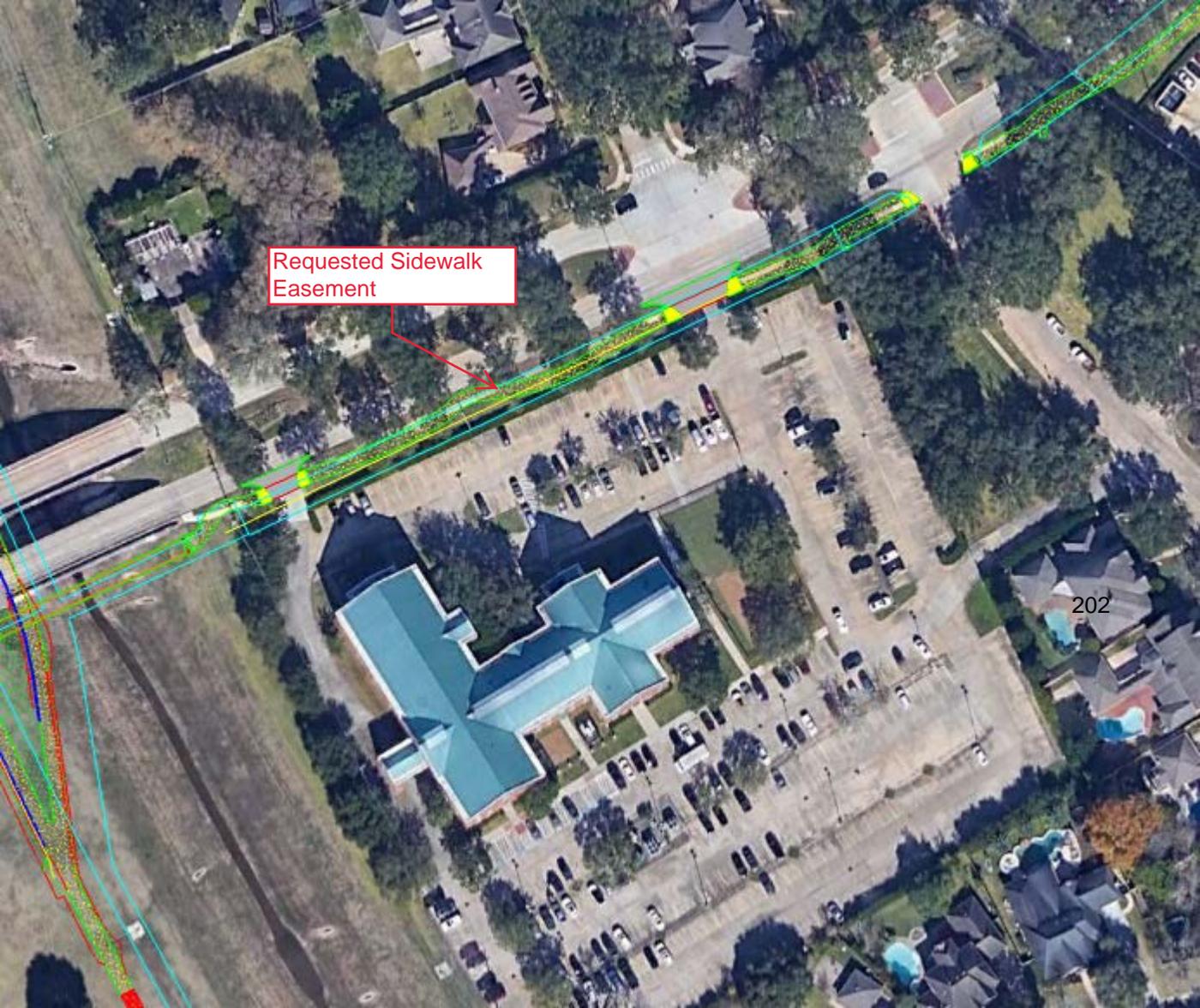
CURVE TABLE			
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	1430.00'	2°40'03"	66.58'
C2	1450.00'	2°37'51"	66.57'
C3	3890.00'	0°08'50"	10.00'

**SIDEWALK EASEMENT**  
 0.2227 ACRES

CALLED 106.4606 ACRES  
 DITCH "A" DRAINAGE ESMT.  
 VOL. 841, PG. 90 FBCDR

Requested Sidewalk Easement

202



**METES AND BOUNDS DESCRIPTION  
0.2227 ACRE SIDEWALK EASEMENT  
IN THE ELIJAH ALLCORN SURVEY, ABSTRACT NO. 1  
FORT BEND COUNTY, TEXAS**

A 0.2227 ACRE TRACT OF LAND IN THE ELIJAH ALLCORN SURVEY, ABSTRACT NO. 1, FORT BEND COUNTY, TEXAS, BEING OUT OF CHURCH RESERVE "B" OF COLONY PARK, MAP OR PLAT THEREOF RECORDED UNDER SLIDE NO. 622B OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.), CONVEYED TO FORT BEND I.S.D. AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NO. 2001066230, THE SAID 0.2227 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at the intersection of the southeasterly Right-of-Way (R.O.W.) line of Sweetwater Boulevard (100-feet-wide) as recorded under Vol. 960, Pg. 293 of the Fort Bend County Deed Records (F.B.C.D.R.), and the northeasterly line of a called 106.4606 acre drainage easement, conveyed to Fort Bend County Levee Improvement District No. 2, as recorded under Vol. 841, Pg. 90 of the Fort Bend County Deed Records (F.B.C.D.R.), being the northwest corner of said Church Reserve "B";

203

**THENCE**, North 63°42'38" East, along the southeasterly R.O.W. line of said Sweetwater Boulevard, a distance of 418.45 feet to a 1/2 inch iron pipe found marking the beginning of a curve to the left;

**THENCE**, in a northeasterly direction, continuing along the southeasterly R.O.W. line of said Sweetwater Boulevard, with said curve to the left having a radius of 1,430.00 feet, a central angle of 02°40'03", an arc length of 66.58 feet and a chord bearing North 62°22'36" East, a distance of 66.57 feet to a 5/8 inch iron rod found marking the northeast corner of said Church Reserve "B" and the northwest corner of Landscape Reserve "C" of said Colony Park;

**THENCE**, South 26°17'22" East, along the common line of said Church Reserve "B", and said "Landscape Reserve "C" a distance of 20.02 feet to the southeast corner of the herein described tract, being in the arc of a non-tangent curve to the right;

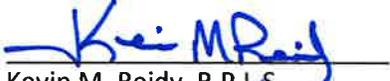
**THENCE**, in a southwesterly direction, over and across said Church Reserve "B" along said non-tangent curve to the right having a radius of 1,450.00 feet, a central angle of 02°37'51", an arc length of 66.58 feet and a chord bearing South 62°23'43" West, a distance of 66.57 feet, to a point of tangency;

**THENCE**, South 63°42'38" West, continuing over and across said Church Reserve "B", a distance of 418.44 feet to the common line of said Church Reserve "B", and said 106.4606 acre drainage easement, for the southwest corner of the herein described tract, and the beginning of a non-tangent curve to the right;

**THENCE**, in a northwesterly direction, along the common line of said Church Reserve "B", and said 106.4606 acre drainage easement, with said non-tangent curve to the right having a radius of 3,890.00 feet, a central angle of 00°08'50", an arc length of 10.00 feet and a chord bearing North 26°21'47" West, a distance of 10.00 feet to a point of tangency;

**THENCE**, North 26°17'22" West, continuing along the common line of said Church Reserve "B", and said 106.4606 acre drainage easement, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.2227 acres of land. This description is accompanied by an exhibit of even date.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**

  
Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: March, 2021  
Job No: 191-090-00  
File No: R:\2019\191-090-00\Docs\Description\Easement\0.2227SWE-MB.doc

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1430.00'	2°40'03"	66.58'	N 62°22'36" E	66.57'
C2	1450.00'	2°37'51"	66.58'	S 62°23'43" W	66.57'
C3	3890.00'	0°08'50"	10.00'	N 26°21'47" W	10.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 26°17'22" E	20.02'
L2	N 26°17'22" W	10.00'

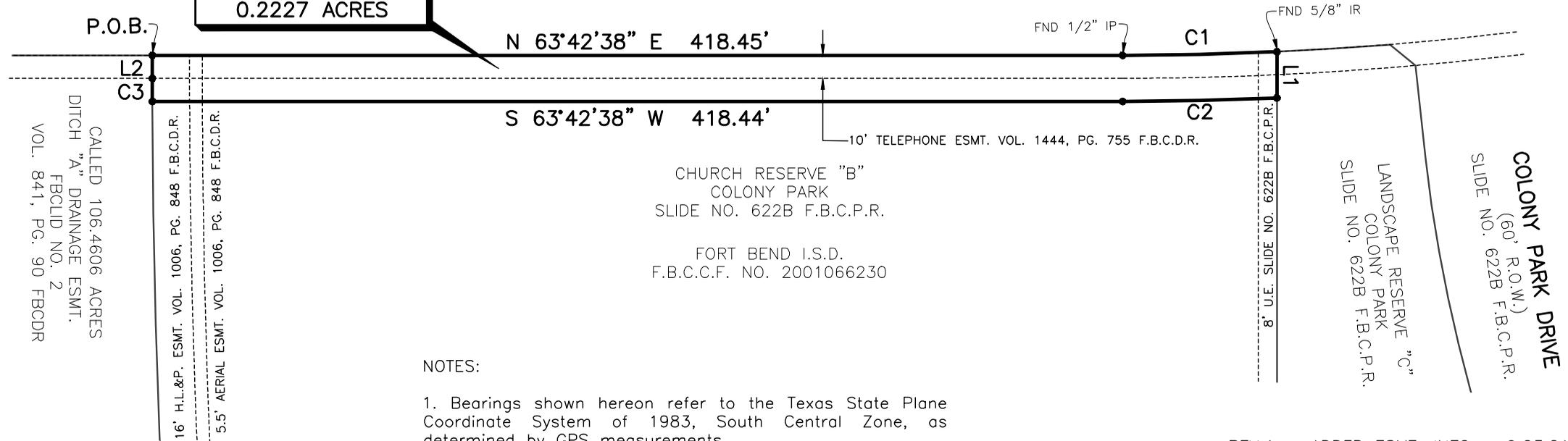
**LEGEND**

- IP Iron Pipe
- IR Iron Rod
- Pg. Page
- VOL. Volume
- P.O.B. POINT OF BEGINNING
- F.B.C.D.R. Fort Bend County Deed Records
- F.B.C.P.R. Fort Bend County Plat Records
- FND Found



**SWEETWATER BLVD**  
 (100' R.O.W.)  
 VOL. 960, PG. 293 F.B.C.D.R.

**SIDEWALK EASEMENT**  
**0.2227 ACRES**



SCALE: 1" = 60'

TRACT IS SUBJECT TO:

—DEED RESTRICTIONS SET FORTH IN SLIDE NO. 622B AND SLIDE NO. 623A F.B.C.P.R., VOL. 1059, PG. 152, VOL. 1077, PG. 448, VOL. 1389, PG. 112, VOL. 1424, PG. 161, VOL. 1672, PG. 769, VOL. 1872, PG. 1684, VOL. 1899, PG. 231, VOL. 2328, PG. 1733 F.B.C.D.R., AND F.B.C.C.F. NO. 9483640, 9728010, 2000005824, 2000042417, 2002034789, 2009127619, 2010030433, AND 2014009945.

—A BLANKET EASEMENT FOR OPERATION OF CABLE TELEVISION SYSTEM GRANTED TO ARES, INC. AS RECORDED UNDER VOLUME 1107, PAGE 869 F.B.C.D.R. AND ASSIGNED TO PRIME CABLE OF FORT BEND L.P. UNDER VOLUME 1903, PAGE 1722 F.B.C.D.R.

—A BOUNDARY LINE AGREEMENT RECORDED UNDER VOLUME 2549, PAGE 1168 F.B.C.D.R.

**NOTES:**

1. Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. Surveyor did not abstract subject property. This exhibit was prepared with information contained in City Planning Letter GF No. 2791021-09754 of Texas American Title Company, effective date of September 14, 2021, issue date of September 21, 2021, and is subject to the limitations of that letter. No research of the Public Records of Montgomery County regarding easements or encumbrances was performed by Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

3. This exhibit does not show all improvements, easements, building lines, and other encumbrances, should any exist.

204

4. For additional information about the subject tract, see the metes and bounds description prepared separately.

REV.1 - ADDED ESMT. INFO - 9.23.21

	10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRAINCO.COM TBPE No. F-726 TBPLS No. 10092300	
	<b>20' SIDEWALK EASEMENT</b> <b>0.2227 ACRE</b> <b>ELIJAH ALLCORN SURVEY</b> <b>ABSTRACT NO. 1</b> <b>FOR BEND COUNTY, TEXAS</b>	
DATE:	SCALE: 1" = 60'	JOB NO.:
MARCH, 2021		191-090-00
DWG. NAME:		DRAWING NO.:
19109000-SWE1.dwg		NONE

<b>For:</b>	<b>Fort Bend ISD Board of Trustees</b>
<b>Date:</b>	<b>November 15, 2021</b>
<b>Action:</b>	<b>Consideration: Previously adopted face covering mandate.</b>
<b>References:</b>	<b>Board Policy BAA (Legal) and Policy BAA (Local) District Goal 4</b>

**Recommendation**

Consider previously adopted face covering mandate.