

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

Monday, November 8, 2021

Notice is hereby given that a Board of Trustees Public Budget Hearing will be held on Monday, November 8, 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, that the meeting has been duly called and that notice of the meeting has been posted for the time and manner required by law

2. Information

A. Board Governance

- 1. First Quarter Financial Report for 2021-22 4
- 2. School Boundary update regarding the details of the attendance boundary plan for Sonal Bhuchar Elementary. 30

3. Review

A. Board Governance

- 1. Consideration and possible approval of a resolution casting the District's vote entitlement for the Board of Directors of the Fort Bend Central Appraisal District. 57
- 2. Consider Approval of Previous Meeting Minutes 60

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. 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 in Houston, TX as the venue to conduct the 2021-22 Commencement exercises. 88

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. Consideration and possible approval of the 2021-22 School Health Advisory Committee (SHAC) membership roster.	89
D. Board Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion	
1. Consideration and possible approval and acknowledgement of cash and non-cash donations.	92
E. Scalable Systems	108
1. Review Purchases Exceeding \$50,000. Specifically for:	109
a. 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.	110
b. Consideration and possible approval of a 12 month extension to the existing lease contract with Mobile Modular Management Corporation.	113
c. Consideration and possible approval for the continued purchase of Plan4Learning and TitleICrate software platforms from 806 Technologies.	115
d. Consideration and possible approval of the continued purchase of campus security management systems and equipment from Raptor Technologies, LLC.	117
e. Consideration and possible approval of Districtwide painting services.	119
f. Consideration and possible approval for the purchase of water treatment chemicals and related services.	123
g. Consideration and possible approval to include Hall Stadium into the Turf and Athletic Renovation Package.	127
h. Consideration and possible approval for the continued purchase of kitchen grease trap removal, cleaning, and related services	131

- i. Consideration and possible approval for the renewal of Mesa Cloud, Inc., a transcript and schedule auditing platform. 136
 - j. Consideration and possible approval for the annual support for TestHound, Auto Pilot Toolkit, and Performance Tracker Toolkit subscriptions from Education Advanced, Inc. 138
 - 2. Consideration and possible approval of a Water Meter Easement Agreement with Sienna Municipal Utility District No. 6 for ES #54. 140
 - 3. Consideration and possible approval to execute an easement with the City of Sugar Land along the north side of the FBISD Annex Building. 156
- 4. Public Comments on Agenda Items Posted for this Meeting
- 5. 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
- 6. Reconvene in Open Session
- 7. Consider Action on Closed Session Items
- 8. Adjournment

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

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

For: Fort Bend ISD Board of Trustees
Date: November 8, 2021
Action: Information: 1st Quarter Financial
Report for 2021-22
References: Board Policy
Board Governance
Department: Business and Finance

Summary

The Administration is providing information on the District's Financial Report for the quarter ending September 30, 2021. Providing the Board with a quarterly Financial Report is part of a continuous financial reporting process that reports the District's financial status. This information enables the Board to review the financial position of the District in order to make future financial decisions.

Information presented includes a financial statement for the results of operations for the General Fund, Child Nutrition Fund, Debt Service Fund, Capital Project Funds, Internal Service Funds and Extended Learning, and the Facility Program as of September 30, 2021. Also included are the following: an updated investment report, summary of grant expenditures, tax collection report, budget amendment report, and a report on General Fund and Child Nutrition cash flow.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

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E★**cellence**

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Financial Report
September 2021-22

September 2021-22 Financial Report

Notes to Financial Report

Student Enrollment & General Fund Update

- The 2021-22 enrollment budgeted enrollment is 79,701 based on moderate PASA projections. Actual enrollment numbers for September were 77,306 up 172 students from 77,134 in August.
- The GOF expects a shortfall of state revenue due to lower enrollment numbers, and virtual school platform student eligibility qualifications recently released by TEA.
- ESSER II funding reimbursement of \$14.3m was recognized in the month of September by General Fund as federal revenue to cover prior year COVID related expenditures.
- GOF has funded a total amount of \$1.4m for Elementary School #54. The total includes \$592k for FY 21 and \$817k YTD, which will be reimbursed by proceeds from a future bond election.
- The District received COVID testing kits and PPE equipment in the amount of \$391k from TEA through TDEM. This will be reflected in a future budget amendment.

September 2021-22 Financial Report

Notes to Financial Report

Child Nutrition Department (CND)

- Total YTD revenue for CND is \$7.1m versus \$1.1m for prior year. Total expenses YTD \$5.1m versus \$3.0m the prior year.
- The District received a \$25k reimbursement from the CACFP (Child and Adult Care Food Program) for prior year expenditures related to the pandemic.

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Enterprise/Internal Service Funds

- Enterprise fund is expected to receive \$2.6m total in revenue from the sale of cell tower buyouts. Lease payments will continue until closing on additional towers are completed. The District has 2 towers remaining.
- The District's new unemployment insurance rate of 0.25% went into effect in the month of September.
- Health Insurance Fund expenditures for the month of September normalized after seasonal high medical claims were reported in July and August.

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Fort Bend ISD

General Fund

Budget Transfers

September 30, 2021

	Original Budget	Board Amendments	Transfers	Donations	Interfunction Transfers	Grand Total
11 - Instruction	472,298,357	(15,442,283)	(12,000)	15,602	334,670	457,194,346
12 - Instructional Resources Media	8,954,349	-	-	-	(128,276)	8,826,073
13 - Curriculum Development	17,244,394	(2,535,111)	12,000	1,500	(1,177,078)	13,545,705
21 - Instructional Leadership	20,244,989	(306,535)	-	-	(34,371)	19,904,083
23 - School Leadership	49,716,939	-	-	-	(196,458)	49,520,480
31 - Guidance Counseling Evaluation	37,784,964	-	-	-	(339,427)	37,445,537
32 - Social Work Services	1,828,411	-	-	-	(5,116)	1,823,296
33 - Health Services	10,274,719	(1,300,000)	-	-	(56,214)	8,918,505
34 - Student Transportation	25,698,425	-	-	-	(321,812)	25,376,613
35 - Food Services	64,816	-	-	-	(3,059)	61,757
36 - Co Curricular Extra Curricular	14,975,686	-	-	-	(10,851)	14,964,836
41 - General Administration	22,820,807	-	-	-	1,076,390	23,897,197
51 - Facilities Maint And Operation	64,229,259	-	-	-	3,172,394	67,401,653
52 - Security & Monitoring	10,515,822	-	-	-	(26,013)	10,489,809
53 - Data Processing	19,431,140	-	-	-	(1,971,002)	17,460,137
61 - Community Services	747,492	-	-	-	(14,537)	732,955
93 - Payment To Member/Ssa	399,597	-	-	-	(130,000)	269,597
99 - Other Intergovernmental Charge	3,586,470	-	-	-	(169,240)	3,417,230
Grand Total	\$ 780,816,635	\$ (19,583,929)	\$ (0)	\$ 17,102	\$ -	\$ 761,249,808

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The District's Financial Policies allow for interfunction transfers to be processed by staff. The Board asked for information to be included with the monthly financial report outlining any interfunction transfers that occur. The interfunction transfers processed to date ensure that expenditures are categorized in the most appropriate function for reporting to TEA. The table above illustrates all changes to the adopted budget, including donations received, inter-function transfers that have been processed, and amendments approved by the Board.

FORT BEND ISD
GENERAL OPERATING FUND
Interim Statement of Revenues and Expenditures
September 30, 2021

	Current Year, YTD July 2021 - September 2021				Prior Year, YTD July 2020 - September 2020		
	Adjusted Budget	Actual	Remaining Budget	Percentage Recognized/ Expended	Adjusted Budget	Actual	Percentage Recognized/ Expended
REVENUE							
57xx Local revenue	\$ 436,660,846	\$ 2,477,123	\$ 434,183,723	1%	\$ 422,181,849	\$ 1,033,810	0%
58xx State program revenues	274,330,714	54,584,405	219,746,310	20%	301,328,832	53,289,881	18%
59xx Federal program revenues	15,650,000	14,522,328	1,127,672	93%	12,450,000	91,263	1%
Total Revenue	726,641,560	71,583,855	655,057,705	10%	735,960,681	54,414,954	7%
EXPENDITURES BY FUNCTION							
INSTRUCTION	457,194,346	48,763,371	408,430,975	11%	445,007,332	47,148,702	11%
INSTRUCTIONAL RESOURCES MEDIA	8,826,073	837,410	7,988,663	9%	8,812,709	954,887	11%
CURRICULUM DEVELOPMENT	13,545,705	2,625,458	10,920,247	19%	14,628,044	2,800,231	19%
INSTRUCTIONAL LEADERSHIP	19,904,083	4,307,540	15,596,543	22%	19,432,633	4,240,274	22%
SCHOOL LEADERSHIP	49,520,480	10,368,685	39,151,795	21%	48,544,129	9,891,702	20%
GUIDANCE COUNSELING EVALUATION	37,445,537	5,788,230	31,657,307	15%	36,675,854	5,450,757	15%
SOCIAL WORK SERVICES	1,823,296	467,827	1,355,468	26%	3,225,853	195,645	6%
HEALTH SERVICES	8,918,505	1,489,350	7,429,155	17%	17,699,807	1,316,953	7%
STUDENT TRANSPORTATION	25,376,613	4,848,366	20,528,247	19%	21,108,616	2,640,933	13%
FOOD SERVICES	61,757	91	61,666	0%	1,254	748	60%
CO CURRICULAR EXTRA CURRICULAR	14,964,836	2,565,595	12,399,241	17%	15,934,512	2,189,772	14%
GENERAL ADMINISTRATION	23,897,197	5,098,580	18,798,617	21%	20,521,794	4,761,861	23%
FACILITIES MAINT AND OPERATION	67,401,653	21,114,142	46,287,511	31%	75,657,797	18,843,355	25%
SECURITY & MONITORING	10,489,809	2,194,298	8,295,511	21%	13,790,609	2,036,258	15%
DATA PROCESSING	17,460,137	5,950,051	11,510,087	34%	24,158,134	5,582,292	23%
COMMUNITY SERVICES	732,955	403,300	329,655	55%	1,040,675	171,660	16%
PAYMENT TO MEMBER/SSA	269,597	72,038	197,559	27%	356,105	-	0%
OTHER INTERGOVERNMENTAL CHARGE	3,417,230	1,090,278	2,326,952	32%	3,919,377	1,014,026	26%
	761,249,808	117,984,610	643,265,198	15%	770,515,233	109,240,058	14%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(34,608,248)	(46,400,755)			(34,554,552)	(54,825,104)	
7xxx Other financing sources Net Change	-	60,338	(60,338)		-	45,351	
	(34,608,248)	(46,340,417)			(34,554,552)	(54,779,753)	
FUND BALANCE							
Nonspendable (inventories & prepaids)-6/30/21	7,362,958						
Committed-as of 6/30/21	106,220,800						
Assigned-purchase orders prior year	4,493,530						
Unassigned-as of 6/30/21	97,851,609						
Total Fund Balance	215,928,897						

EXPENDITURES BY MAJOR OBJECT

61xx Payroll Costs	678,597,090	88,738,443	589,858,647	13%	663,071,608	84,215,101	13%
62xx Purchased and contracted services	48,903,290	16,920,898	31,982,392	35%	61,924,040	11,753,525	19%
63xx Supplies and Materials	26,811,901	6,349,698	20,462,204	24%	36,671,949	7,247,518	20%
64xx Other operating expenditures	6,355,532	5,884,457	471,075	93%	7,889,182	6,014,913	76%
65xx Debt service	-	-	-		-	-	
66xx Capital Outlay	581,994	91,114	9 490,880	16%	958,454	9,000	1%
Total Expenditures	761,249,808	117,984,610	643,265,198	15%	770,515,233	109,240,058	14%

FORT BEND ISD
SCHOOL BREAKFAST & LUNCH
Interim Statement of Revenues and Expenditures
September 30, 2021

	Current Year, YTD July 2021 - September 2021				Prior Year, YTD July 2020 - September 2020		
	Adjusted Budget	Actual	Remaining Budget	Percentage Recognized/ Expended	Adjusted Budget	Actual	Percentage Recognized/ Expended
REVENUE							
57xx Local revenue	\$ 6,705,000	\$ 508,211	\$ 6,196,789	8%	\$ 11,775,000	\$ 36,179	0%
58xx State program revenues	135,000	8,300	126,700	6%	135,000	13,400	10%
59xx Federal program revenues	28,060,000	6,570,587	21,489,413	23%	20,290,000	1,099,659	5%
Total Revenue	34,900,000	7,087,098	27,812,902	20%	32,200,000	1,149,239	4%
EXPENDITURES BY FUNCTION							
FOOD SERVICES	33,813,062	5,062,590	28,750,472	15%	31,391,000	3,000,947	10%
FACILITIES MAINT AND OPERATION	573,000	46,086	526,914	8%	573,000	28,876	5%
	34,386,062	5,108,677	29,277,385	15%	31,964,000	3,029,823	9%
Excess (Deficiency) of Revenues Over (Under) Expenditures	513,938	1,978,421			236,000	(1,880,584)	
7xxx Other financing sources	-	-	-		-	7,073	
Net Change	513,938	1,978,421			236,000	(1,873,511)	
Fund Balance - Beginning 06/30/2021		(22,207)					
Fund Balance - Ending 09/30/2021		\$ 1,956,214					

EXPENDITURES BY MAJOR OBJECT

61xx Payroll Costs	15,372,062	2,108,945	13,263,117	14%	15,200,000	1,702,604	11%
62xx Purchased and contracted services	860,000	54,056	805,944	6%	860,000	29,413	3%
63xx Supplies and Materials	17,790,000	2,939,183	14,850,817	17%	15,540,000	1,242,475	8%
64xx Other operating expenditures	59,000	6,493	52,507	11%	59,000	8,301	14%
66xx Capital Outlay	305,000	-	305,000	0%	305,000	47,029	15%
Total Expenditures	34,386,062	5,108,677	29,277,385	15%	31,964,000	3,029,823	9%

FORT BEND ISD
SPECIAL REVENUE FUNDS

Interim Statement of Revenues and Expenditures
September 30, 2021

Special Revenue Fund	Fund Number	Begin Date	End Date	Total Award	Jan 2019-Sep 2021 Actual	Remaining Budget
Texas Education for Homeless Children & Youth	206	9/1/2021	8/31/2022	113,080	5,329	107,751
ESEA, Title I, Part A - Improving Basic Programs 2019-2020	211	7/1/2019	6/30/2022	12,001,670	12,000,348	1,322
ESEA, Title I, Part A - Improving Basic Programs 2020-2021	211	7/1/2020	9/30/2021	12,620,629	8,817,680	3,802,949
ESEA, Title I, Part A - Improving Basic Programs 2021-2022	211	7/1/2021	9/30/2022	11,868,882	127,873	11,741,009
TTL I School Improvement Grant	211	10/22/2020	9/30/2021	121,559	96,212	25,347
IDEA - Part B, Formula 2019-2020	224	7/1/2019	9/30/2021	13,609,280	13,609,280	-
IDEA - Part B, Formula 2020-2021	224	7/1/2020	9/30/2021	12,745,128	10,783,908	1,961,220
IDEA - Part B, Formula 2021-2022	224	7/1/2021	9/30/2022	12,714,836	99,840	12,614,996
IDEA - Part B, Preschool 2019-2020	225	7/1/2019	9/30/2021	209,311	209,311	-
IDEA - Part B, Preschool 2020-2021	225	7/1/2020	9/30/2021	155,900	153,785	2,115
IDEA - Part B, Preschool 2021-2022	225	7/1/2021	9/30/2022	153,345	14,801	138,544
Perkins V: Strengthening Career and Tech Education-2021-2022	244	7/1/2021	9/30/2022	572,300	52,145	520,155
ESEA, Title II, Part A - Supporting Effective Instruction 2019-2020	255	7/1/2019	6/30/2022	2,455,844	2,439,256	16,588
ESEA, Title II, Part A - Supporting Effective Instruction 2020-2021	255	7/1/2020	9/30/2021	1,929,966	922,606	1,007,360
ESEA, Title II, Part A - Supporting Effective Instruction 2021-2022	255	7/1/2021	9/30/2022	1,634,319	-	1,634,319
Title III, Part A - ELA 2019-2020	263	7/1/2019	6/30/2022	1,350,827	1,350,827	-
Title III, Part A - ELA 2020-2021	263	7/1/2020	9/30/2021	1,195,692	875,872	319,820
Title III, Part A - ELA 2021-2022	263	7/1/2021	9/30/2022	1,333,385	-	1,333,385
Title III Part A Immigrant 2019-2020	263	7/1/2019	9/30/2021	208,657	208,657	-
Title III Part A Immigrant 2020-2021	263	7/1/2020	9/30/2021	373,077	258,134	114,943
ESSER Grant	266	8/13/2020	9/30/2021	9,001,382	9,001,382	-
CARES Fort Bend County Reimbursement	277	7/1/2020	12/31/2021	1,581,543	1,581,543	-
CRRSA ESSER II	281	6/30/2021	9/30/2022	42,170,127	25,742,303	16,427,824
ARP ESSER III	282	7/27/2021	9/30/2023	63,138,743	1,405,182	61,733,561
Campus Victim Assistance Program 2020-2021	288	10/1/2020	9/30/2021	400,000	118,708	281,292
CARES Act Provider Relief Fund Phase 2	289	10/14/2020	10/14/2021	225,297	225,297	-
CARES Act Provider Relief Fund Phase 3	289	7/1/2020	12/16/2021	782,644	782,644	-
Title IV, Part A 2019-2020	289	7/1/2019	6/30/2022	1,019,941	1,016,856	3,085
Title IV, Part A 2020-2021	289	7/1/2020	9/30/2021	818,190	438,631	379,559
Title IV, Part A 2021-2022	289	7/1/2021	9/30/2022	911,952	-	911,952
Shared Services Arrangement						
IDEA - Part B, Discretionary Deaf 2019-2020	315	7/1/2019	9/30/2021	380,034	380,034	-
IDEA - Part B, Discretionary Deaf 2020-2021	315	7/1/2020	9/30/2021	198,108	51,544	146,564
IDEA - Part B, Discretionary Deaf 2021-2022	315	7/1/2021	9/30/2022	180,693	-	180,693

FORT BEND ISD
SPECIAL REVENUE FUNDS

Interim Statement of Revenues and Expenditures
September 30, 2021

Special Revenue Fund	Fund Number	Begin Date	End Date	Total Award	Jan 2019-Sep 2021 Actual	Remaining Budget
IDEA - Part C, Early Intervention Deaf	340	9/1/2021	8/31/2022	2,975	-	2,975
Instructional Materials Allotment	410	7/1/2021		5,034,582	-	5,034,582
Law Enforcement Officer Standards and Education	427	7/1/2020		6,754	-	6,754
Region 4 School Support Grant	427	8/1/2021	8/31/2022	82,986	-	82,986
School Safety and Security Grant	429	1/1/2019	5/31/2022	1,231,729	1,214,628	17,101
Fiscal Support Grant Round 2	429	9/1/2019	12/31/2021	450,000	450,000	-
Shared Services Arrangement Regional Day School for the Deaf	435	9/30/2021	8/31/2022	2,210,160	172,778	2,037,382
Fort Bend Education Foundation	492	3/1/2021	4/30/2022	477,223	234,342	242,881
No Kid Hungry 2021	493	6/4/2021	9/30/2021	15,450	2,512	12,938
Dairy Max Nutrition Now 2021	493	5/26/2021	9/30/2021	23,986	-	23,986
Ecolab Foundation Grant - CTE - 2021	493	12/29/2020	12/31/2021	2,000	1,042	12,958
				<u>217,714,186</u>	<u>94,845,290</u>	<u>122,868,896</u>

FORT BEND ISD
DEBT SERVICE FUNDS
Interim Statement of Revenues and Expenditures
September 30, 2021

	Current Year, YTD July 2021 - September 2021				Prior Year, YTD July 2020 - September 2020		
	Adjusted Budget	Actual	Remaining Budget	Percentage Recognized/ Expended	Adjusted Budget	Actual	Percentage Recognized/ Expended
REVENUE							
57xx Local revenue	\$ 133,854,721	\$ 259,146	\$ 133,595,575	0%	\$ 126,404,698	\$ 241,281	0%
58xx State program revenues	1,638,320	304,606	1,333,714	19%	1,529,287	292,412	19%
Total Revenue	135,493,041	563,752	134,929,289	0%	127,933,985	533,693	0%
EXPENDITURES BY FUNCTION							
DEBT SERVICE	134,265,935	82,427,353	51,838,582	61%	161,396,378	67,974,383	42%
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,227,106	(81,863,601)		61%	(33,462,393)	(67,440,690)	
7xxx Other financing sources	-	-	-		45,495,000	-	0%
Net Change	1,227,106	(81,863,601)			12,032,607	(67,440,690)	
Fund Balance - Beginning 06/30/21		107,428,529					
Fund Balance - Ending 09/30/21		<u>\$ 25,564,928</u>					

FORT BEND ISD
CAPITAL PROJECTS FUNDS
Interim Statement of Revenues and Expenditures
September 30, 2021

	Current Year, YTD July 2021 - September 2021	Prior Year, YTD July 2020 - September 2020
	Actual	Actual
REVENUE		
57xx Local revenue	\$ 1,559	\$ 20,287
Total Revenue	1,559	20,287
EXPENDITURES BY FUNCTION		
INSTRUCTION	399,582	6,056,818
STUDENT TRANSPORTATION	-	2,035,140
FACILITIES MAINT AND OPERATION	8,564,501	14,942,357
SECURITY & MONITORING	84,205	96,019
DATA PROCESSING	1,771,881	1,032,926
DEBT SERVICE	-	808,068
FACILITIES ACQUISITION	18,119,886	19,472,262
	<u>28,940,053</u>	<u>44,443,589</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(28,938,494)	(44,423,302)
Net Change	<u>(28,938,494)</u>	<u>(44,423,302)</u>
Fund Balance - Beginning 06/30/2021	25,629,767	
Fund Balance - Ending 09/30/2021	<u>\$ (3,308,727)</u>	

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Recap of Fund Balance	Fund Balance	Contingency (Included in Fund Balance)
2007 Bond Remaining Projects	\$ 31,467	\$ 319
2014 Bond Remaining Projects	(4,109,845)	-
2018 Bond Remaining Projects	2,202,931	1,556
Proposed 2022 Bond Remaining Projects	(1,433,280)	-
	<u>\$ (3,308,727)</u>	<u>\$ 1,876</u>

(a)

(a) The 2014 Bonds have contingency of \$12,304,798, but debt has not been issued yet and therefore not reflected in the balance reported.

FORT BEND ISD - BOND FUNDS
Interim Statement of Budget and Expenses
September 30, 2021

2007 BOND FUND:	Original Budget	Bond Proceeds	Encumbrances	Expenses	Unspent Proceeds	Status & Comments	Est Compl Date
DESIGN & CONSTRUCTION PROJECTS:							
Sullivan Elem - Vestibule	-	20,000	17,048	-	2,952	Installation scheduled for early November, 2021	Nov-21
OTHER PROJECTS:							
Board Room AV Project	-	160,954	-	153,468	7,486	Complete	Aug-21
Ground Equipment - Turf King	-	26,150	-	26,150	-	Working on closeout paperwork	Aug-21
Contingency - 2007 Referendum	-	319	-	-	319 (a)		
<i>Completed Projects</i>	428,000,000	427,792,577	-	427,792,577	-		
Total 2007 Bond	428,000,000	428,000,000	17,048	427,972,194	10,757		
INTEREST INCOME PROJECTS							
Contingency - Interest Income	-	-	-	-	- (b)		TBD
<i>Completed Projects</i>	-	5,746,870	-	5,746,870	-		
Total 2007 Bond - Interest Income	-	5,746,870	-	5,746,870	-		
2007 BOND TOTAL:	428,000,000	433,746,870	17,048	433,719,064	10,757		
CONTINGENCY CURRENTLY AVAILABLE:							
2007 Bond Construction Savings	319 (a)						
2007 Bond Interest Income	- (b)						
	319						
PROJECTS THAT NEED FUNDING:							
Contingency Balance after Projects Funding	\$ 319						

CONTINGENCY CURRENTLY AVAILABLE:	
(a) 2007 Bond Construction Savings	\$ 319
(b) 2007 Bond Interest Income	-
	\$ 319

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FORT BEND ISD - BOND FUNDS
Interim Statement of Budget and Expenses
September 30, 2021

2014 BOND FUND:	Original Budget	Bond Proceeds	Encumbrances	Expenses	Unspent Proceeds	Status & Comments	Est Compl Date
James Reese Career & Tech Center	59,388,188	66,342,004	716,834	63,928,424	1,696,746	SL95 graphics & way-finding signage review & approval ongoing	TBD
Safety & Security - Security Cameras	7,190,815	-	-	432,235	(0)		Nov-21
SUPPORT AREAS - Cameras	-	432,235	-	432,235	(0)		TBD
INFRASTRUCTURE - Cameras	4,617,951	7,901,370	634,970	6,503,066	763,335	Working with Purchasing to procure additional cameras	
Technology - Cabling and Fiber							
District-Wide Wireless Cabling/Fiber	3,955,799	3,943,467	79,167	2,958,062	906,238	Ready to close out	Aug-21
Technology - Design Contingency							
District-Wide WAN Design Contingency	1,280,124	391,960	16,082	375,878	(0)	Working on close out documents	TBD
Unallocated Funds	-	12,304,798	-	-	12,304,798 (a)		N/A
2014 Interest Earned - Contingency	-	-	-	-	- (b)	Interest earned on bond proceed investments	N/A
BPE & ME Consolidation	-	1,461,900	111,519	1,288,483	61,899	Mobile Modular lease ongoing	Jan-22
Campus Marquee Replacement	-	4,038,000	125,988	3,461,464	450,548	Construction/installation in progress - 96% complete; substantial completion in progress	Jan-22
Washers & Dryers	-	347,900	57,655	264,778	25,467		
Chiller Drive Replacements	-	1,440,000	772,000	144,000	524,000		
NAT - Pool Dehumidifier Replacement	-	1,279,490	-	1,112,600	166,890	Working on punchlist items	Sep-21
GE - Extended Learning Building Repair	-	218,000	132,529	25,175	60,295	Project substantially complete	Oct-21
Firewall Refresh Project	-	1,600,000	-	-	1,600,000		
Commvault Hardware	-	1,500,000	-	16,755	1,483,245		
Network UPS Refresh Project	-	700,000	99,037	-	600,963		
Replace & Upgrade Network Components	-	500,000	368,626	-	131,374		
UCS Server Refresh	-	350,000	-	-	350,000		
Portable Building Relocations 2021-2022	-	5,267,380	1,286,308	2,440,191	1,540,880	Relocation in progress & completion at 97%; installation of additional restroom building ongoing	Sep-21
File Servers	-	800,000	-	-	800,000		16
Completed Projects	407,567,124	379,859,292	-	379,859,292	-		
2014 BOND TOTAL:	484,000,000	490,677,797	4,400,714	462,810,404	23,466,678		

CONTINGENCY CURRENTLY AVAILABLE:

Contingency Unallocated	12,304,798 (a)
Bond Interest Income	- (b)
	12,304,798

CONTINGENCY CURRENTLY AVAILABLE:

(a) 2014 Bond Contingency Unallocated	\$ 12,304,798
(b) 2014 Bond Interest Income	-
	\$ 12,304,798

PROJECTS THAT NEED FUNDING:

Facilities District Vehicles	416,783
Commercial Washers & Dryers	422,100
PD- Mobile Data Terminals	566,000
High School Press Box Network Connectivity	660,000
Reese CTC (from BOT Land Memo Oct 2019)	9,400,000
Reese CTC - Sugar Land 95	2,000,000
Police Radios	20,000
Contingency Balance after Projects Funding	\$ (1,180,085)

NOTES FOR BOT REPORT:

The District has \$32 million of unissued debt from the 2014 Bond Referendum.

FORT BEND ISD
INTERNAL SERVICE FUNDS

Interim Statement of Revenues, Expenditures and Changes in Net Position
September 30, 2021

	Current Year, YTD July 2021 - September 2021					Prior Year, YTD July 2020 - September 2020				
	Print Shop Fund	Health Insurance Fund	Workers Comp. Fund	Unemploy- ment Fund	Technology Fund	Print Shop Fund	Health Insurance Fund	Workers Comp. Fund	Unemploy- ment Fund	Technology Fund
REVENUE										
57xx Local revenue	\$ 244,274	\$ 20,008,567	\$ 338,344	\$ 69,991	\$ -	\$ 96,095	\$ 19,112,139	\$ 348,230	\$ -	\$ -
Total Revenue	<u>244,274</u>	<u>20,008,567</u>	<u>338,344</u>	<u>69,991</u>	<u>-</u>	<u>96,095</u>	<u>19,112,139</u>	<u>348,230</u>	<u>-</u>	<u>-</u>
EXPENDITURES BY MAJOR OBJECT										
61xx Payroll costs	75,643	160,358	45,337	23,045	-	85,697	161,707	42,833	21,661	-
62xx Purchased and contracted services	190,594	1,549,499	17,675	8,000	24,751	39,490	1,495,906	41,176	-	116,332
63xx Supplies and materials	43,733	7,558	-	-	-	25,766	18,887	-	-	360,802
64xx Other operating expenditures	4,301	21,265,157	275,233	59,090	51,428	7,824	19,204,466	232,682	559,802	58,696
Total Expenditures	<u>314,271</u>	<u>22,982,572</u>	<u>338,244</u>	<u>90,135</u>	<u>76,179</u>	<u>158,777</u>	<u>20,880,966</u>	<u>316,691</u>	<u>581,463</u>	<u>535,830</u>
Operating Income (Loss)	<u>(69,997)</u>	<u>(2,974,004)</u>	<u>100</u>	<u>(20,144)</u>	<u>(76,179)</u>	<u>(62,682)</u>	<u>(1,768,827)</u>	<u>31,539</u>	<u>(581,463)</u>	<u>(535,830)</u>
Earnings from investments	-	2,127	129	-	9	-	12,081	928	65	577
Change in Net Position	<u>(69,997)</u>	<u>(2,971,877)</u>	<u>229</u>	<u>(20,144)</u>	<u>(76,170)</u>	<u>(62,682)</u>	<u>(1,756,746)</u>	<u>32,467</u>	<u>(581,398)</u>	<u>(535,253)</u>
Total Net Position - Beginning 06/30/21	137,286	6,544,292	244,098	(476,095)	768,476	(1,361)	7,731,746	(405,444)	(341,154)	2,139,015
Total Net Position - Ending 09/30/21	<u>\$ 67,289</u>	<u>\$ 3,572,415</u>	<u>\$ 244,327</u>	<u>\$ (496,239)</u>	<u>\$ 692,305</u>	<u>\$ (64,043)</u>	<u>\$ 5,975,000</u>	<u>\$ (372,977)</u>	<u>\$ (922,552)</u>	<u>\$ 1,603,762</u>

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The Internal Service Funds do not have a budget

**Fort Bend ISD
Enterprise Funds**

Revenue and Expenses by Object and Major Object
September 30, 2021

		Facility Rentals Current Year, YTD July 2021 - September 2021	Facility Rentals Prior Year, YTD July 2020 - September 2020
REVENUE			
57xx	REVENUE	\$ 150,936	\$ 65,379
79xx	SALE OF PROPERTY	1,919,749	-
	TOTAL REVENUE	<u>2,070,685</u>	<u>65,379</u>
EXPENDITURE BY MAJOR OBJECT			
61xx	Payroll Costs	63,163	44,971
62xx	Purchase of Contracted Services	-	-
63xx	Supplies and Materials	-	-
64xx	Other Operating Expenses	-	-
	TOTAL EXPENDITURES	<u>63,163</u>	<u>44,971</u>
	NET REVENUE	2,007,522	20,408
	Fund Balance, Beginning 06/30/21	1,743,811	1,889,582
	Fund Balance, Ending 09/30/21	<u>\$ 3,751,333</u>	<u>\$ 1,909,990</u>

**FORT BEND ISD
EXTENDED LEARNING PROGRAM**

Interim Statement of Revenues and Expenditures
September 30, 2021

	Current Year, YTD July 2021 -September 2021				Prior Year, YTD July 2020-September 2020		
	Adjusted Budget	Actual	Remaining Budget	Percentage Recognized/ Expended	Adjusted Budget	Actual	Percentage Recognized/ Expended
REVENUE							
57xx Local revenue	\$ 10,680,000	\$ 1,725,656	\$ 8,954,344	16%	\$ 10,680,000	\$ 187,393	2%
Total Revenue	10,680,000	1,725,656	8,954,344	16%	10,680,000	187,393	2%
EXPENDITURES BY FUNCTION							
FACILITIES MAINT AND OPERATION	106,000	6,099	99,901	6%	126,000	3,451	3%
COMMUNITY SERVICES	9,785,500	1,258,566	8,526,934	13%	10,175,500	1,223,532	12%
	9,891,500	1,264,665	8,626,835	13%	10,301,500	1,226,983	12%
Excess (Deficiency) of Revenues Over (Under) Expenditures	788,500	460,991			378,500	(1,039,590)	
7xxx Other financing sources	-	385			-	2,921	
Net Change	788,500	461,376			378,500	(1,036,669)	
Fund Balance -Beginning 06/30/21		3,656,006					
Fund Balance - Ending 09/30/2021		<u>\$ 4,117,382</u>		*			

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EXPENDITURES BY MAJOR OBJECT

61xx Payroll Costs	7,807,500	1,027,959	6,779,541	13%	7,214,500	1,099,915	15%
62xx Purchased and contracted services	970,500	40,921	929,579	4%	1,571,000	62,872	4%
63xx Supplies and Materials	268,500	83,059	185,441	31%	453,500	24,183	5%
64xx Other operating expenditures	845,000	112,726	732,274	13%	1,062,500	40,013	4%
Total Expenditures	9,891,500	1,264,665	8,626,835	13%	10,301,500	1,226,983	12%

* The total Fund Balance includes buildings assets at \$2.4 million.

FORT BEND ISD
CASH FLOW PROJECTIONS 2021-2022
GENERAL OPERATING FUND

	July '21 Actual	August '21 Actual	September '21 Actual	October '21 Projected	November '21 Projected	December '21 Projected	January '22 Projected	February '22 Projected	March '22 Projected	April '22 Projected	May '22 Projected	June '22 Projected	FY2021-22 TOTALS
Beginning Cash Balance in Bank & Pools	\$ 219,835,507	\$ 192,049,841	\$ 171,175,654	\$ 179,432,831	\$ 153,608,083	\$ 130,620,773	\$ 233,325,746	\$ 348,575,268	\$ 357,151,641	\$ 310,185,656	\$ 264,824,672	\$ 221,826,931	\$ 219,835,507
RECEIPTS													
Tax Collections	\$ 1,831,120	1,028,778	599,264	424,125	10,598,320	167,413,131	167,283,472	65,451,426	7,933,119	3,979,094	2,124,104	1,809,508	430,475,463
Interest Earnings - Investments	\$ 24,880	20,401	19,630	14,748	13,752	33,863	53,712	55,192	47,110	34,845	29,486	18,080	365,699
Other Revenue	\$ 206,875	363,438	224,540	205,240	273,402	313,981	143,065	831,105	266,708	578,795	1,056,653	825,380	5,289,182
State Revenue	\$ 29,913,823	39,950,991	45,717,877	38,701,588	21,510,941	2,435,725	2,435,725	2,435,725	2,435,725	17,582,171	12,473,525	22,550,963	238,144,782
Federal Indirect	\$ 52,934	103,018	14,478,150 ^(a)	711,138	50,000	50,000	50,000	7,050,000 ^(b)	50,000		50,000	50,000	22,745,240
Total Receipts	\$ 32,029,632	\$ 41,466,626	\$ 61,039,462	\$ 40,056,840	\$ 32,446,416	\$ 170,246,699	\$ 169,965,974	\$ 75,823,448	\$ 10,732,662	\$ 22,224,906	\$ 15,733,769	\$ 25,253,932	\$ 697,020,367
DISBURSEMENTS													
Gross Payroll	\$ 49,410,879	50,961,126	52,085,952	53,000,000	53,000,000	53,000,000	53,000,000	53,000,000	53,000,000	53,000,000	53,000,000	55,000,000	631,457,957
Payables Checks	\$ 7,574,761	8,032,486	8,752,799	6,384,769	7,584,008	7,217,379	3,885,300	6,164,020	6,615,592	6,502,835	7,648,455	9,509,066	85,871,470
Total Disbursements	\$ 56,985,640	\$ 58,993,612	\$ 60,838,751	\$ 59,384,769	\$ 60,584,008	\$ 60,217,379	\$ 56,885,300	\$ 59,164,020	\$ 59,615,592	\$ 59,502,835	\$ 60,648,455	\$ 64,509,066	\$ 717,329,427
OTHER USES / TRANSFERS													
Loan to/(repayment) from Child Nutrition	\$ 1,400,000	(1,500,000)	1,884,747	184,079	(1,968,826)	-	-	-	-	-	-	-	-
Loan to/(repayment from) Business-Type Activities	\$ (6,137)	(55,384)	(20,632)	-	-	-	-	-	-	-	-	-	(82,153)
Loan to/(repayment from) Activity Funds	\$ -	-	(15,118)	-	-	-	-	-	-	-	-	-	(15,118)
Loan to/(repayment from) Internal Service Funds	\$ 40,181	198,356	69,166	-	-	-	-	-	-	-	-	-	307,704
Loan to/(repayment from) Capital Project Funds	\$ 225,674	12,413,283	235,761	3,000,000	(3,000,000)	3,000,000	(3,000,000)	3,000,000	(3,000,000)	3,000,000	(3,000,000)	3,000,000	15,874,718
Loan to/(repayment from) Special Revenue Funds	\$ 1,169,940	(8,519,949)	(10,217,757)	2,000,000	(2,000,000)	2,000,000	(2,000,000)	2,000,000	(2,000,000)	2,000,000	(2,000,000)	2,000,000	(15,567,765)
Loan to Capital Projects Fund (ES #54)	\$ -	810,895	7,367	1,312,739	1,818,544	2,324,348	2,831,152	3,083,055	3,083,055	3,083,055	3,083,055	3,934,323	25,371,588
Total Other Uses / Transfers	\$ 2,829,658	\$ 3,347,202	\$ (8,056,466)	\$ 6,496,818	\$ (5,150,282)	\$ 7,324,348	\$ (2,168,848)	\$ 8,083,055	\$ (1,916,945)	\$ 8,083,055	\$ (1,916,945)	\$ 8,934,323	\$ 25,888,973
Net Change in Cash	\$ (27,785,666)	(20,874,187)	8,257,177	(25,824,748)	(22,987,310)	102,704,972	115,249,522	8,576,373	(46,965,985)	(45,360,984)	(42,997,742)	(48,189,457)	(46,198,033)
Total Cash & Investments Available	\$ 192,049,841	\$ 171,175,654	\$ 179,432,831	\$ 153,608,083	\$ 130,620,773	\$ 233,325,746	\$ 348,575,268	\$ 357,151,641	\$ 310,185,656	\$ 264,824,672	\$ 221,826,931	\$ 173,637,474	\$ 173,637,474

(a) SEPT 2021 - Includes ESSER II Funds in Federal Indirect

(b) FEB 2022 - Includes SHARS payment in Federal Indirect

FORT BEND ISD
CASH FLOW PROJECTIONS 2021-2022
FOOD SERVICE FUND

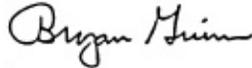
	July '21 Actual	August '21 Actual	September '21 Actual	October '21 Projected	November '21 Projected	December '21 Projected	January '22 Projected	February '22 Projected	March '22 Projected	April '22 Projected	May '22 Projected	June '22 Projected	TOTALS
Beginning Cash Balance in Bank & Pools	\$ 64,408	\$ 659,934	\$ 244,895	\$ 108,305	\$ 50,000	\$ 2,031,199	\$ 2,282,624	\$ 2,295,199	\$ 2,684,274	\$ 3,048,137	\$ 3,351,212	\$ 3,725,587	\$ 64,408
RECEIPTS													
Investment Earnings	\$ 29	110	45	25	25	25	25	25	25	25	25	25	409
Other Revenue (Incl Athletics)	\$ 249	16,656	45,901	52,000	54,600	27,300	13,650	13,650	13,650	13,650	13,650	-	264,957
Grants	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Meal Sales (Incl Baker Ripley, EXTL Invoices)	\$ 22,920	303,890	227,709	277,000	261,400	204,100	268,900	275,400	275,400	289,400	290,700	24,700	2,721,520
State Revenue	\$ 87,093	-	-	-	-	-	-	-	74,788	-	-	-	161,881
Federal Revenue	\$ -	1,916,438	289,950	2,488,591	6,690,000	2,910,000	2,230,000	3,090,000	3,090,000	3,090,000	3,260,000	3,260,000	32,314,979
Total Receipts	\$ 110,292	\$ 2,237,095	\$ 563,605	\$ 2,817,616	\$ 7,006,025	\$ 3,141,425	\$ 2,512,575	\$ 3,379,075	\$ 3,453,863	\$ 3,393,075	\$ 3,564,375	\$ 3,284,725	\$ 35,463,746
DISBURSEMENTS													
Payroll	\$ 602,974	570,245	1,329,908	1,390,000	1,396,000	1,330,000	1,300,000	1,280,000	1,390,000	1,390,000	1,400,000	1,400,000	14,759,126
Accounts Payable	\$ 311,793	581,889	1,255,034	1,680,000	1,670,000	1,560,000	1,200,000	1,710,000	1,700,000	1,700,000	1,790,000	1,910,000	17,068,715
Total Disbursements	\$ 914,766	\$ 1,152,134	\$ 2,584,942	\$ 3,060,000	\$ 3,056,000	\$ 2,890,000	\$ 2,500,000	\$ 2,990,000	\$ 3,090,000	\$ 3,090,000	\$ 3,190,000	\$ 3,310,000	\$ 31,827,841
OTHER USES / TRANSFERS													
Transfer In from GOF	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Temporary Loan from GOF	\$ 1,400,000	(1,500,000)	1,884,747	184,079	(1,968,826)	-	-	-	-	-	-	-	-
Total Other Uses / Transfers	\$ 1,400,000	\$ (1,500,000)	\$ 1,884,747	\$ 184,079	\$ (1,968,826)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Cash	\$ 595,526	(415,039)	(136,590)	(58,305)	1,981,199	251,425	12,575	389,075	363,863	303,075	374,375	(25,275)	3,635,905
Total Cash & Investments Available	\$ 659,934	\$ 244,895	\$ 108,305	\$ 50,000	\$ 2,031,199	\$ 2,282,624	\$ 2,295,199	\$ 2,684,274	\$ 3,048,137	\$ 3,351,212	\$ 3,725,587	\$ 3,700,312	\$ 3,700,312

**Fort Bend ISD
Investment Report
7/1/2021 - 9/30/2021**

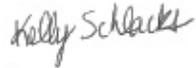
This report summarizes the investment position of Fort Bend ISD for the period 7/1/2021 - 9/30/2021

	7/1/2021	9/30/2021
Book Value	\$418,977,900	\$252,496,644
Market Value	\$418,977,900	\$252,496,644

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Fort Bend ISD is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Fort Bend ISD.



Bryan Guinn, Chief Financial Officer

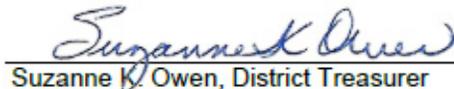


Kelly Schlacks, Executive Director of Finance



[Erica Duplechain \(Oct 14, 2021 09:43 CDT\)](#)

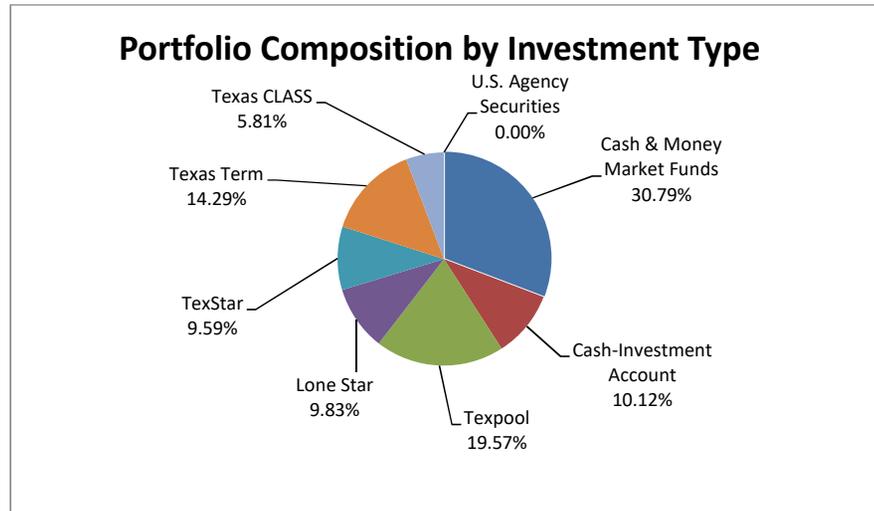
Erica Duplechain, Director of Finance



Suzanne K. Owen, District Treasurer

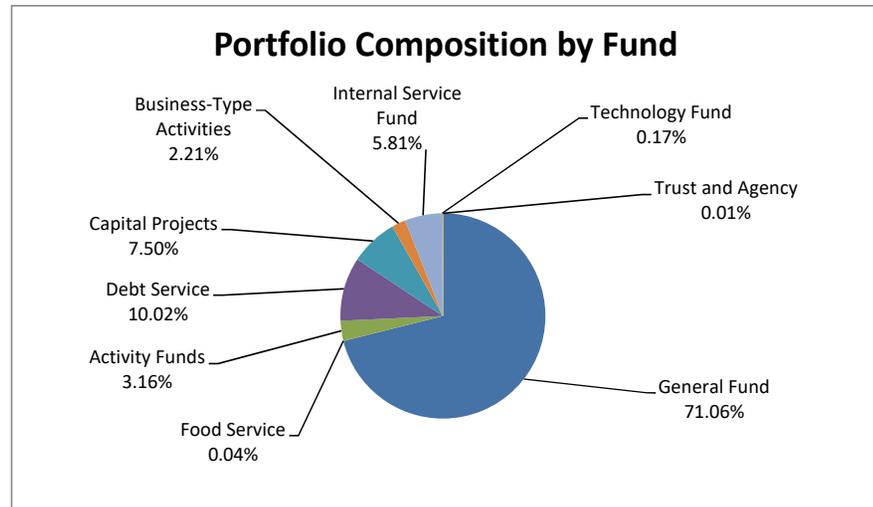
**Fort Bend ISD
Portfolio Composition by Investment Type
September 30, 2021**

<u>Description</u>	<u>Market Value</u> <u>Amount</u>
Cash & Money Market Funds	\$ 77,746,932
Cash-Investment Account	25,563,384
Texpool	49,411,311
Lone Star	24,821,031
TexStar	24,211,346
Texas Term	36,072,133
Texas CLASS	14,670,507
U.S. Agency Securities	-
	<u>\$ 252,496,644</u>



**Fort Bend ISD
Portfolio Composition by Fund
September 30, 2021**

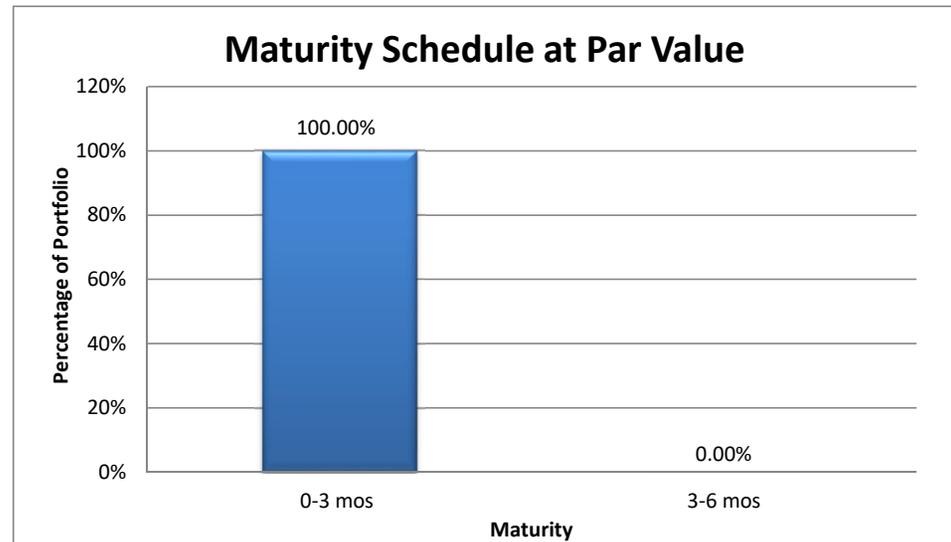
<u>Description</u>	<u>Market Value</u> <u>Amount</u>
General Fund	\$ 179,432,831 (a)
Food Service	108,306
Activity Funds	7,981,274
Debt Service	25,306,218
Capital Projects	18,949,524
Business-Type Activities	5,573,622
Internal Service Fund	14,672,244
Technology Fund	436,025
Trust and Agency	36,600
	<u>\$ 252,496,644</u>



(a) This includes all Special Revenue Fund Balances except for Food Service and Activity Funds. Some Special Revenue Fund balances are negative due to pending reimbursements.

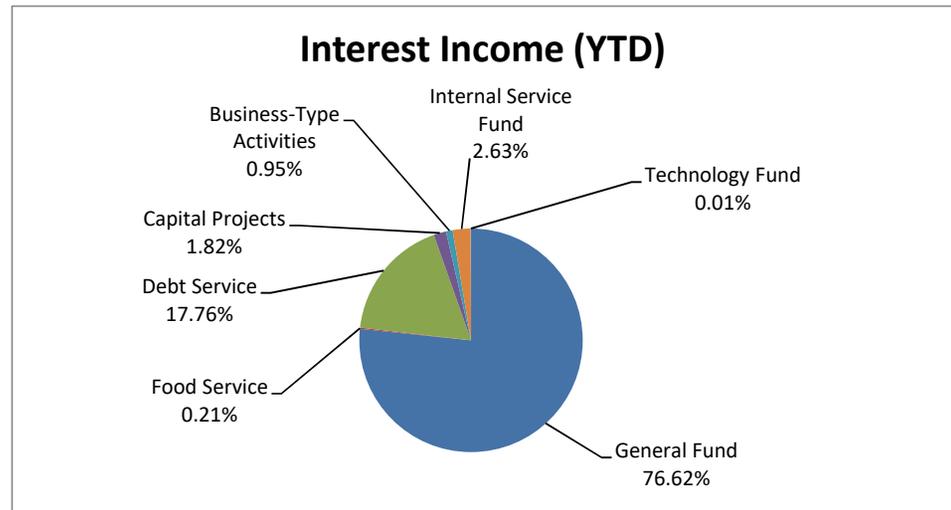
**Fort Bend ISD
Maturity Schedule
September 30, 2021**

	Percent of Portfolio	Par Value
0-3 mos	100.00%	\$ 252,496,644
3-6 mos	0.00%	-
	100.00%	\$ 252,496,644

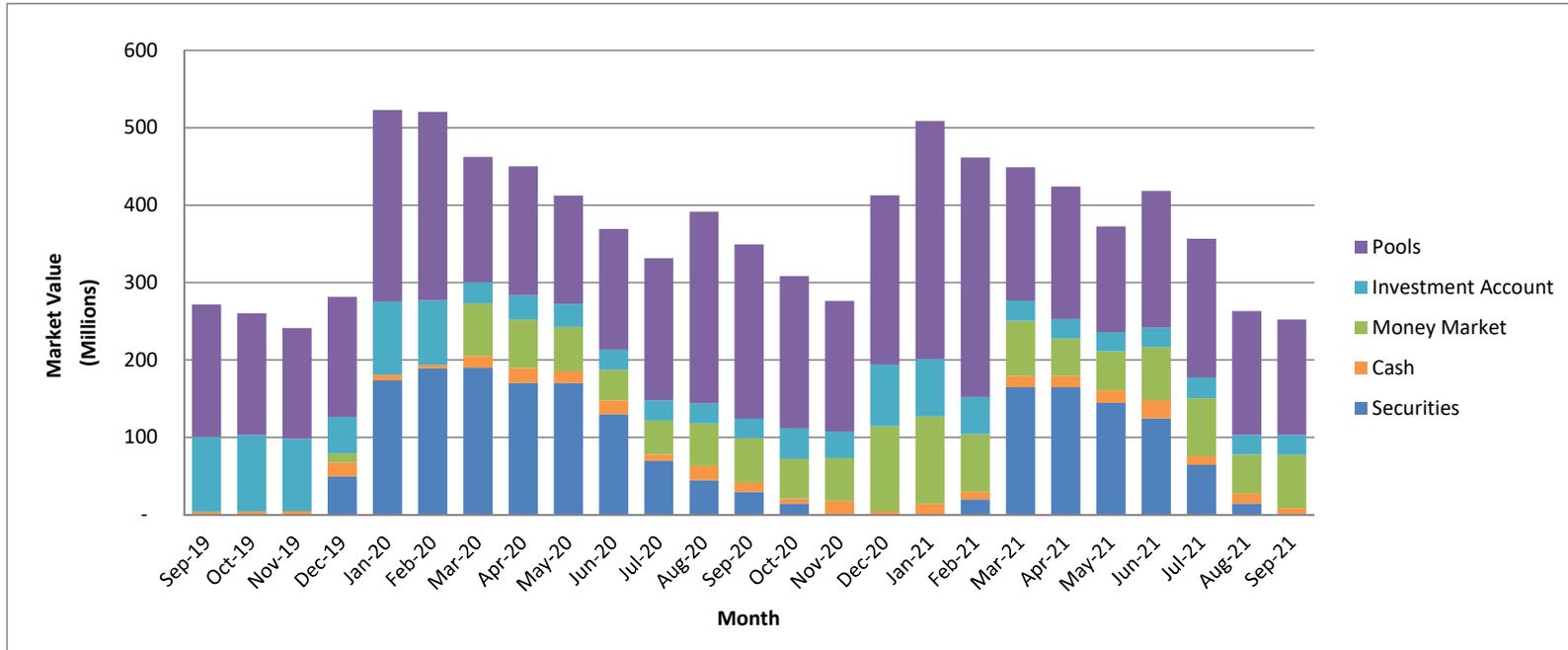


**Fort Bend ISD
Investment Income (YTD)
September 30, 2021**

<u>Description</u>	<u>Interest Income (YTD)</u>
General Fund	\$ 65,768
Food Service	184
Debt Service	15,244
Capital Projects	1,559
Business-Type Activities	814
Internal Service Fund	2,256
Technology Fund	9
	<u>\$ 85,834</u>



Fort Bend ISD - Portfolio Value by Type September 30, 2021



**FBISD Portfolio Position
September 30, 2021**

Fund	CUSIP/Description	Type	Rating	Broker	Purchase Date	Market Value 7/01/2021	Par Value 9/30/2021	Total Cost Purchased	Book Value 9/30/2021	Market Value 9/30/2021	Yield to Maturity	Maturity Date	Days to Maturity	Int Accr to Date
199 - General Operating Fund														
	313385HP4	FHLBDN	AA+	FHN Financial	03/25/21	10,000,000	-	-	-	-		07/01/21		-
	313385JX5	FHLBDN	AA+	FHN Financial	03/11/21	15,000,000	-	-	-	-		08/02/21		-
	FHLB Discount Note Total					25,000,000	-	-	-	-				-
	912796D55	T-Note		Hilltop Securities	03/12/21	19,998,600	-	-	-	-		08/26/21		-
	912796F53	T-Note		Hilltop Securities	03/25/21	14,998,350	-	-	-	-		09/23/21		-
	Treasury Note Total					34,996,950	-	-	-	-				-
	Fund 199 - LoneStar	State Pool	AAAm	LoneStar	09/01/01	5,516,214	15,516,303	15,516,303	15,516,303	15,516,303	0.01	11/16/21	47	-
	Fund 199 - TexPool	State Pool	AAAm	TexPool	09/01/01	21,408,859	36,515,838	36,515,838	36,515,838	36,515,838	0.04	11/07/21	38	-
	Fund 199 - TexStar	State Pool	AAAm	TexStar	04/26/10	5,987,480	11,295,031	11,295,031	11,295,031	11,295,031	0.01	11/09/21	40	-
	Fund 199 - TexasCLASS	State Pool	AAAm	TexasCLASS	07/01/16	11,061,066	11,062,522	11,062,522	11,062,522	11,062,522	0.08	11/23/21	54	-
	Fund 199 - TexasTerm	State Pool	AAAm	Texas Term	10/07/09	10,498,023	15,498,544	15,498,544	15,498,544	15,498,544	0.02	11/01/21	32	-
	State Pool Total					54,471,641	89,888,236	89,888,236	89,888,236	89,888,236	0.03		41	-
	Investment Account	Cash		Prosperity Bank	12/31/17	25,050,736	25,563,384	25,563,384	25,563,384	25,563,384	0.02	Open	1	-
	Investment Account Total					25,050,736	25,563,384	25,563,384	25,563,384	25,563,384	0.02		1	-
	Fund 199 - Money Mkt	Money Mkt		Prosperity Bank	03/19/20	65,883,797	59,409,703	59,409,703	59,409,703	59,409,703	0.25	Open	1	-
	Money Market Total					65,883,797	59,409,703	59,409,703	59,409,703	59,409,703	0.25		1	-
	Prosperity Bank	Cash		Prosperity Bank	05/31/12	14,432,456	4,571,508	4,571,508	4,571,508	4,571,508	0.25	Open	1	-
	Prosperity Bank Total					14,432,456	4,571,508	4,571,508	4,571,508	4,571,508	0.25		1	-
	199 - General Fund Total					219,835,581	179,432,831	179,432,831	179,432,831	179,432,831	0.11		20	-
<hr/>														
240 - Food Service														
	Fund 240 - TexPool	State Pool	AAAm	TexPool	09/01/01	20	10	10	10	10	0.04	11/07/21	38	-
	State Pool Total					20	10	10	10	10	0.04		38	-
	Prosperity Bank	Cash		Prosperity Bank	05/31/12	64,388	108,296	108,296	108,296	108,296	0.25	Open	1	-
	Prosperity Bank Total					64,388	108,296	108,296	108,296	108,296	0.25		1	-
	240 - Food Service Fund Total					64,408	108,306	108,306	108,306	108,306	0.25		1	-
<hr/>														
461 - Activity Funds														
	Fund 461 - TexPool	State Pool	AAAm	TexPool	09/01/01	2,005,418	2,005,534	2,005,534	2,005,534	2,005,534	0.04	11/07/21	38	-
	Fund 461 - LoneStar	State Pool	AAAm	LoneStar	12/12/12	1,177,681	1,177,696	1,177,696	1,177,696	1,177,696	0.01	11/16/21	47	-
	Fund 465 - LoneStar	State Pool	AAAm	LoneStar	12/12/12	3,151,823	3,151,864	3,151,864	3,151,864	3,151,864	0.01	11/16/21	47	-
	State Pool Total					6,334,923	6,335,094	6,335,094	6,335,094	6,335,094	0.02		44	-
	Prosperity Bank	Cash		Prosperity Bank	02/28/15	1,066,967	1,646,180	1,646,180	1,646,180	1,646,180	0.25	Open	1	-
	Prosperity Bank Total					1,066,967	1,646,180	1,646,180	1,646,180	1,646,180	0.25		1	-
	460 - Activity Funds Total					7,401,889	7,981,274	7,981,274	7,981,274	7,981,274	0.07		35	-
<hr/>														
500 - Debt Service Fund														
	313385HP4	FHLBDN	AA+	FHN Financial	03/25/21	10,000,000	-	-	-	-		07/01/21		-
	313385JS6	FHLBDN	AA+	FHN Financial	02/04/21	20,000,000	-	-	-	-		07/28/21		-
	313385JX5	FHLBDN	AA+	FHN Financial	03/11/21	15,000,000	-	-	-	-		08/02/21		-
	FHLB Discount Note Total					45,000,000	-	-	-	-				-
	912796B57	T-Note	AA+	UBS Securities	02/04/21	20,000,000	-	-	-	-		07/08/21		-
	TREASURY NOTE Total					20,000,000	26	-	-	-				-
	Fund 599 - LoneStar	State Pool	AAAm	LoneStar	09/01/01	9,691,476	3,191,564	3,191,564	3,191,564	3,191,564	0.01	11/16/21	47	-
	Fund 599 - TexPool	State Pool	AAAm	TexPool	09/01/01	4,419,411	1,429,454	1,429,454	1,429,454	1,429,454	0.04	11/07/21	38	-

**FBISD Portfolio Position
September 30, 2021**

Fund	CUSIP/Description	Type	Rating	Broker	Purchase Date	Market Value 7/01/2021	Par Value 9/30/2021	Total Cost Purchased	Book Value 9/30/2021	Market Value 9/30/2021	Yield to Maturity	Maturity Date	Days to Maturity	Int Accr to Date
Fund 599 - TexStar		State Pool	AAAm	TexStar	04/27/10	12,902,259	3,402,472	3,402,472	3,402,472	3,402,472	0.01	11/09/21	40	-
Fund 599 - TexasCLASS		State Pool	AAAm	TexasCLASS	02/09/17	3,607,511	3,607,986	3,607,986	3,607,986	3,607,986	0.08	11/23/21	54	-
Fund 599 - TexasTerm		State Pool	AAAm	Texas Term	01/04/10	8,625,726	3,626,027	3,626,027	3,626,027	3,626,027	0.02	11/01/21	32	-
State Pool Total						39,246,383	15,257,503	15,257,503	15,257,503	15,257,503	0.03		43	-
Fund 599 - Money Mkt		Money Mkt		Prosperity Bank	05/31/12	2,415,954	9,824,170	9,824,170	9,824,170	9,824,170	0.25	Open	1	-
Money Market Total						2,415,954	9,824,170	9,824,170	9,824,170	9,824,170	0.25		1	-
Prosperity Bank		Cash		Prosperity Bank	05/31/12	9,737	224,544	224,544	224,544	224,544	0.25	Open	1	-
Prosperity Bank Total						9,737	224,544	224,544	224,544	224,544	0.25		1	-
500 - Debt Service Funds Total						106,672,074	25,306,218	25,306,218	25,306,218	25,306,218	0.12		26	-
600 - Capital Projects Funds														
Fund 654 - TexPool		State Pool	AAAm	TexPool	04/08/20	76,931	31,467	31,467	31,467	31,467	0.04	11/07/21	38	-
Fund 660 - TexPool		State Pool	AAAm	TexPool	02/18/21	65	65	65	65	65	0.04	11/07/21	38	-
Fund 661 - LoneStar		State Pool	AAAm	LoneStar	06/25/21	17,000,014	613,884	613,884	613,884	613,884	0.01	11/16/21	47	-
Fund 661 - TexPool		State Pool	AAAm	TexPool	06/24/21	13,248,376	80,301	80,301	80,301	80,301	0.04	11/07/21	38	-
Fund 661 - TexStar		State Pool	AAAm	TexStar	06/25/21	17,000,028	7,810,046	7,810,046	7,810,046	7,810,046	0.01	11/09/21	40	-
Fund 661 - Texas Term		State Pool	AAAm	Texas Term	06/25/21	17,000,071	10,378,994	10,378,994	10,378,994	10,378,994	0.02	11/01/21	32	-
Fund 670 - TexPool		State Pool	AAAm	TexPool	10/06/20	31	31	31	31	31	0.04	11/07/21	38	-
State Pool Total						64,325,516	18,914,790	18,914,790	18,914,790	18,914,790	0.01		36	-
Prosperity Bank		Cash		Prosperity Bank	05/31/12	50,064	34,734	34,734	34,734	34,734	0.25	Open	1	-
Prosperity Bank Total						50,064	34,734	34,734	34,734	34,734	0.25		1	-
600 - Capital Projects Funds Total						64,375,580	18,949,524	18,949,524	18,949,524	18,949,524	0.01		36	-
700 - Internal Service Funds														
Fund 752 - TexPool		State Pool	AAAm	TexPool	07/01/16	81	81	81	81	81	0.04	11/07/21	38	-
Fund 753 - TexPool		State Pool	AAAm	TexPool	02/21/14	1,124,224	3,899,609	3,899,609	3,899,609	3,899,609	0.04	11/07/21	38	-
Fund 753 - TexStar		State Pool	AAAm	TexStar	09/26/13	1,703,754	1,703,797	1,703,797	1,703,797	1,703,797	0.01	11/09/21	40	-
Fund 753 - TexasTerm		State Pool	AAAm	Texas Term	10/03/14	3,758,278	5,173,873	5,173,873	5,173,873	5,173,873	0.02	11/01/21	32	-
Fund 771 - LoneStar		State Pool	AAAm	LoneStar	12/18/14	790,622	790,632	790,632	790,632	790,632	0.01	11/16/21	47	-
Fund 771 - TexPool		State Pool	AAAm	TexPool	02/21/14	2,027,589	2,044,196	2,044,196	2,044,196	2,044,196	0.04	11/07/21	38	-
Fund 774 - TexPool		State Pool	AAAm	TexPool	02/21/14	55	55	55	55	55	0.04	11/07/21	38	-
State Pool Total						9,404,602	13,612,242	13,612,242	13,612,242	13,612,242	0.03		36	-
Prosperity Bank		Cash		Prosperity Bank	05/31/12	7,061,799	1,060,002	1,060,002	1,060,002	1,060,002	0.25	Open	1	-
Prosperity Bank Total						7,061,799	1,060,002	1,060,002	1,060,002	1,060,002	0.25		1	-
700 - Internal Service Funds Total						16,466,402	14,672,244	14,672,244	14,672,244	14,672,244	0.04		34	-
700 - Business-Type Activities														
Fund 711- TexasTerm		State Pool	AAAm	Texas Term	03/21/16	1,394,625	1,394,695	1,394,695	1,394,695	1,394,695	0.02	11/01/21	32	-
Fund 712- TexPool		State Pool	AAAm	TexPool	07/11/18	1,347,611	3,347,732	3,347,732	3,347,732	3,347,732	0.04	11/07/21	38	-
State Pool Total						2,742,236	4,742,427	4,742,427	4,742,427	4,742,427	0.03		36	-
ENT - Prosperity Bank		Cash		Prosperity Bank	06/30/15	365,648	413,924	413,924	413,924	413,924	0.25	Open	1	-
EXTL - Prosperity Bank		Cash		Prosperity Bank	05/31/12	555,649	417,271	417,271	417,271	417,271	0.25	Open	1	-
Prosperity Bank Total						921,297	831,195	831,195	831,195	831,195	0.25		1	-
700 - Business-Type Activities						3,663,533	5,573,622	5,573,622	5,573,622	5,573,622	0.07		31	-
780 - Technology Fund														
Fund 780 - LoneStar		State Pool	AAAm	LoneStar	10/28/14	379,083	379,088	379,088	379,088	379,088	0.01	11/16/21	47	-
Fund 780 - TexPool		State Pool	AAAm	TexPool	10/28/14	77,212	56,937	56,937	56,937	56,937	0.04	11/07/21	38	-
State Pool Total						456,295	436,025	436,025	436,025	436,025	0.01		46	-

**FBISD Portfolio Position
September 30, 2021**

Fund	CUSIP/Description	Type	Rating	Broker	Purchase Date	Market Value 7/01/2021	Par Value 9/30/2021	Total Cost Purchased	Book Value 9/30/2021	Market Value 9/30/2021	Yield to Maturity	Maturity Date	Days to Maturity	Int Accr to Date
780 - Technology Fund						456,295	436,025	436,025	436,025	436,025	0.01		46	-
800 - Trust & Agency Funds														
	Prosperity Bank	Cash		Prosperity Bank	05/31/12	42,139	36,600	36,600	36,600	36,600	0.25	Open	0	-
	Prosperity Bank Total					42,139	36,600	36,600	36,600	36,600	0.25		1	-
	800 - Trust & Agency Funds Total					42,139	36,600	36,600	36,600	36,600	0.25		1	-
TOTAL PORTFOLIO						\$ 418,977,900	\$ 252,496,644	\$ 252,496,644	\$ 252,496,644	\$ 252,496,644	0.10		24	-

							Portfolio %	Policy %
	FHLB Disc. Note	70,000,000	-	-	-	-	0.00%	
	Treasury Notes	54,996,950	-	-	-	-	0.00%	
		\$ 124,996,950	\$ -	\$ -	\$ -	\$ -	0.00%	60.00%
	CASH	\$ 23,648,847	\$ 8,513,059	\$ 8,513,059	\$ 8,513,059	\$ 8,513,059	3.37%	
	INVESTMENT ACCOUNT	25,050,736	25,563,384	25,563,384	25,563,384	25,563,384	10.12%	
	MONEY MARKETS	68,299,751	69,233,873	69,233,873	69,233,873	69,233,873	27.42%	60.00%
	STATE POOLS	176,981,616	149,186,328	149,186,328	149,186,328	149,186,328	59.08%	65.00%
	TOTALS	\$ 418,977,900	\$ 252,496,644	\$ 252,496,644	\$ 252,496,644	\$ 252,496,644	100.00%	

Note: Sub-totals may not add up correctly since pennies are not shown but are utilized when calculating totals.

**Fort Bend Independent School District
Tax Collection Report**

	As Of September 30th:	2021		2020	
CURRENT YEAR LEVY	TAX YEAR:	2021		2020	
ORIGINAL TAX LEVY		\$0.00		\$0.00	
ADJUSTMENTS YEAR-TO DATE		\$0.00	0.00%	\$0.00	0.00%
ADJUSTED TAX LEVY		\$0.00		\$0.00	
CURRENT COLLECTIONS YEAR-TO-DATE		\$0.00	0.00%	\$0.00	0.00%
CURRENT TAXES OUTSTANDING		\$0.00	0.00%	\$0.00	0.00%

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PRIOR YEARS LEVY:

REMAINING PRIOR YEARS TAX LEVY	15,654,501.51		15,078,481.68	
REMAINING PRIOR YEARS ADJUSTMENT YEAR-TO-DATE	-\$393,700.29		-\$509,116.69	
PRIOR YEARS ADJUSTED TAX LEVY	\$15,260,801.22		\$14,569,364.99	
PRIOR YEARS COLLECTIONS YEAR-TO-DATE	\$3,378,164.76	22.14%	\$3,127,210.25	21.46%
PRIOR YEARS OUTSTANDING YEAR-TO-DATE	\$11,882,636.46	77.86%	\$11,442,154.74	78.54%

PENALTY & INTEREST COLLECTED:

CURRENT COLLECTED YEAR-TO-DATE	\$0.00	\$0.00
DELINQUENT COLLECTED YEAR-TO-DATE	\$560,852.52	\$524,017.57

For: Fort Bend ISD Board of Trustees
Date: November 8, 2021
Action: Information: Attendance Boundary Planning for Sonal Bhuchar Elementary
References: Board Policy: FC(Local)
Department: Department of Collaborative Communities

Summary

The Administration will provide the details of the Original Recommendation related to the opening of Sonal Bhuchar Elementary (SBE) in Fall 2023.

During the November 8 Board meeting, staff will provide an overview of the eight-step attendance boundary planning process, a timeline for the process associated with the opening of Sonal Bhuchar Elementary, the Original Recommendation for the Sonal Bhuchar boundaries, and an update on the expansion of the Early Literacy Center at Ridgemont Elementary.

Scott Leopold, with Cooperative Strategies, will provide details about the Original Recommendation. In addition, he will explain how the decision principles outlined in policy FC (Local) are aligned and support the Original Recommendation.

SBE Attendance Boundary Process and Timeline - Per FC (Local)

Date	Component	Actions
November 8, 2021	Initial Board Presentation	Administration will develop and deliver the Annual Enrollment Report and recommended updates to the Facilities Master Plan to the Board as an information item for discussion. The review will include the administration's Original Recommendations and any alternative student enrollment options as applicable.
November 18, 2021	Presentation of Original Recommendations to School Boundary Oversight Committee (SBOC)	The administration will present the Annual Enrollment Report, Facilities Master Plan, and the Original Recommendations to the SBOC.
November 18, 2021	Develop Proposed Recommendations	The SBOC will analyze and verify the Original Recommendations and adhere to guidelines in Board policy. The committee may accept, modify, or reject the Original Recommendations, with staff assistance. Staff will create the Preliminary Report with the Proposed Recommendations.
December 6, 2021	Preliminary Report Presentation to the Board	Staff will present the Preliminary Report to the Board for review and input.
January 12, 2022	Public Hearing for Sonal Bhuchar	Staff will conduct 1-3 public hearings. Following a presentation of the Preliminary Report, staff will solicit comments, questions, and suggestions from community members. Notes will be made of all comments and suggestions to assist staff and the SBOC in making final recommendations.

January 24, 2022	Updated Recommendations	After the final public hearing, staff will consider public comments and may modify the Proposed Recommendations to develop the Updated Recommendations, if necessary, which will be provided to the Board.
January 26, 2022	Final Recommendations and Report	The SBOC and staff will review community input and the Updated Recommendations to develop and reach consensus on the Final Recommendations and Report. The Final Report will include a rationale, be consistent with the Decision Principles, and include evidence of community input consideration.
February 7, 2022	Final Report Presentation to the Board and Board Action	Staff will present the Final Report to the Board. The Board will take appropriate action on establishment of school attendance boundaries. Initial communication will be made by the Board President on behalf of the Board.

Recommended by:

Dr. Christie Whitbeck
 Superintendent of Schools

Submitted by:

Dr. Kwabena Mensah
 Department of School Leadership

The background of the slide is a photograph of a young Black girl with her hair in braids, wearing a yellow shirt and blue overalls, focused on writing in a notebook with a purple pen. Other students are blurred in the background.

COMMITTED TO
E★cellence

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Attendance Boundary
Original Recommendations
November 8, 2021

Boundary Planning and Enrollment Management



- The Board believes the District exists to provide educational opportunities to help all students reach their full potential and pursue futures beyond what they can imagine. As long as District educational services rely heavily on buildings and facilities, school attendance boundaries will exist to provide structure for educational pathways for students.
- A student-centered approach, considering the unique needs of the students on each campus will be utilized to design school attendance boundaries and locate programming in a way that demonstrates equitable, effective, and efficient use of District facilities. Programming decisions will be made by administration to meet student needs and enable the efficient use of facilities.

33

The Attendance Boundary Process

“I love the diversity of my school. Our school celebrates everyone, no matter their background. I want everyone to have that”

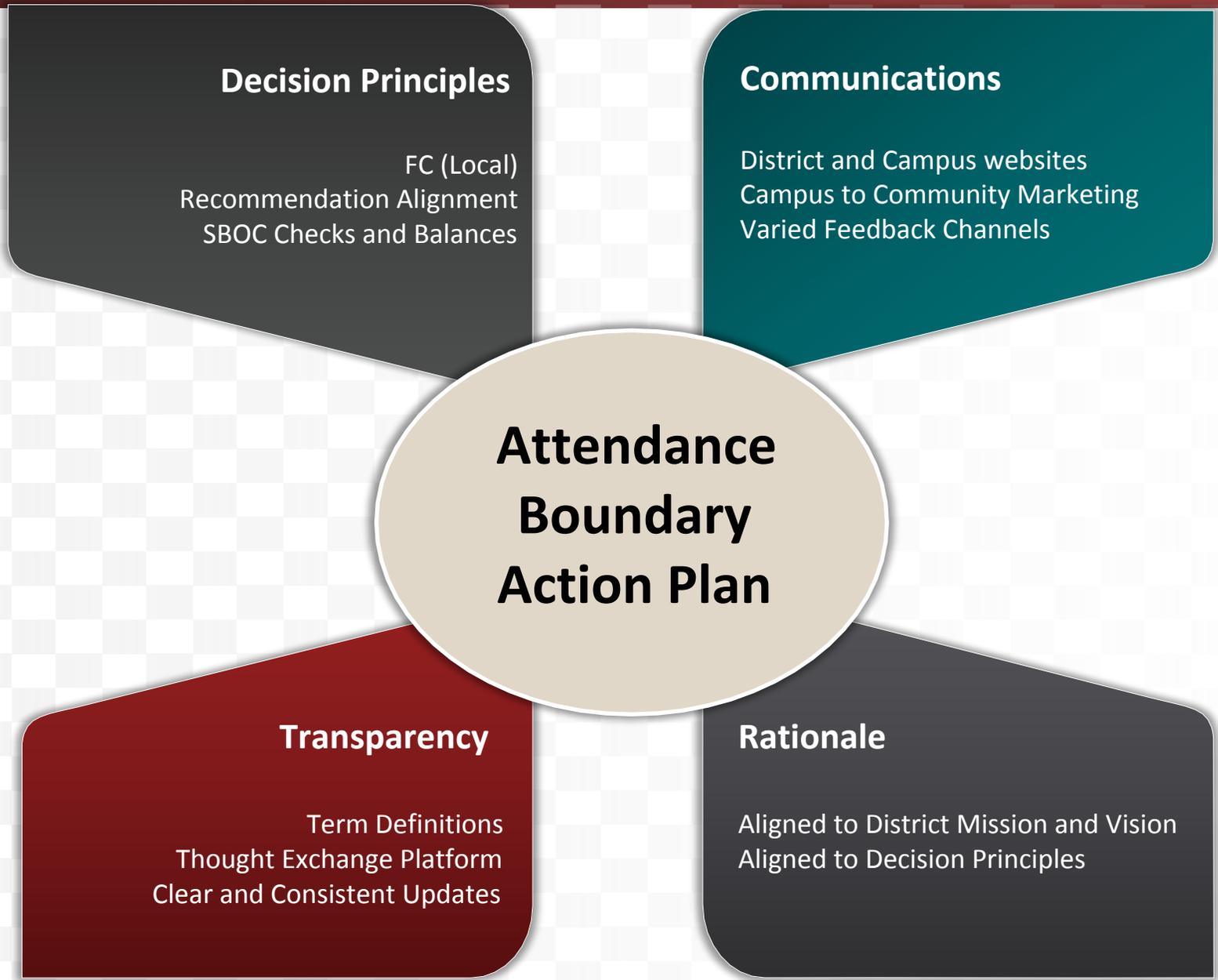
“ I wish that people would be more inclusive...that they would recognize people’s differences.”

“I do not like the stigma that people have placed on my school. They think it is something that it is not.”

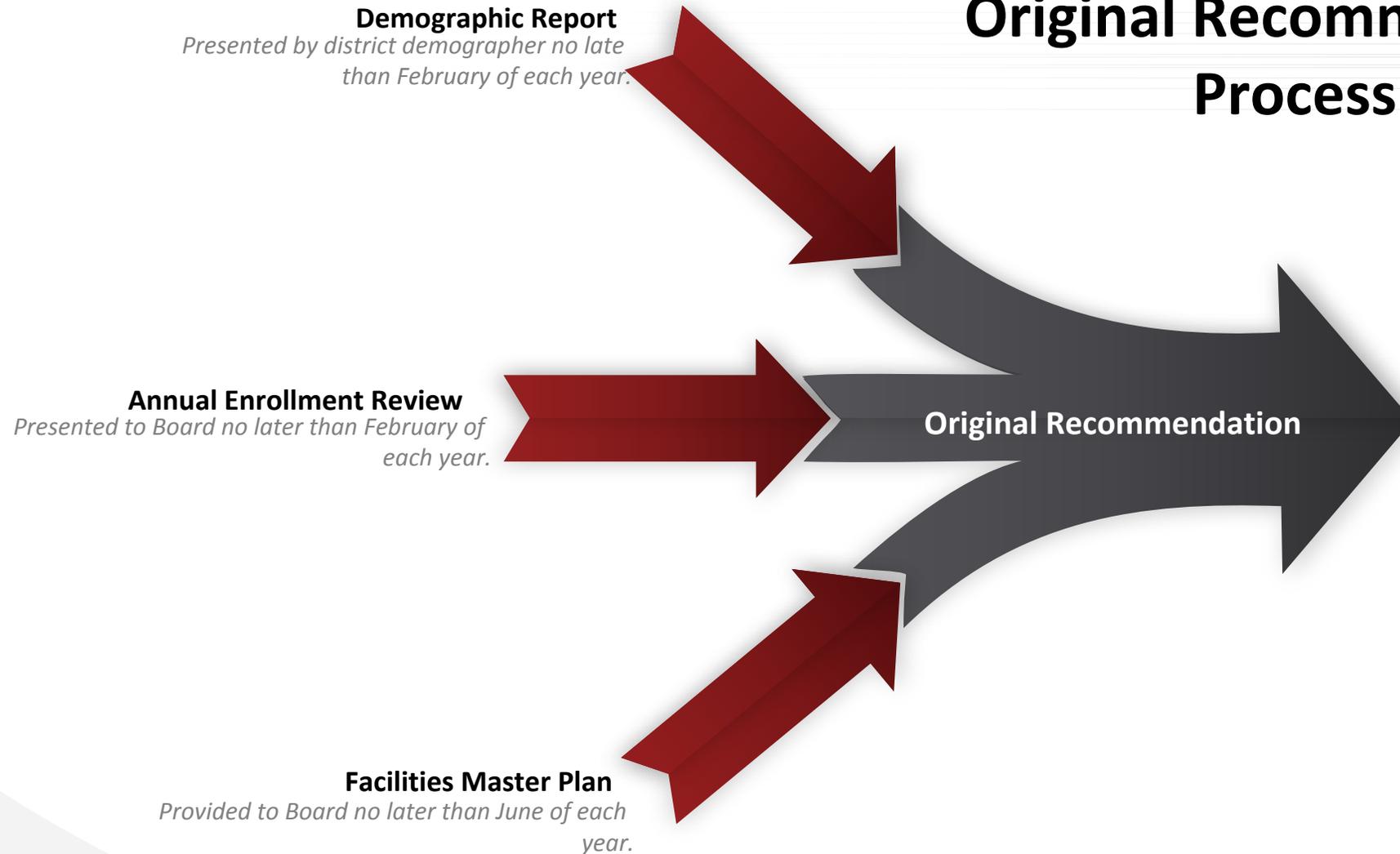
34

“...some schools are overcrowded. Some students have to commute really long distances to go to school. I want to help out the community by ensuring more balanced schools.”

“ I hope to be able to provide valid ideas and positively impact the lives of students all over the district.”



Original Recommendation Process Overview



School Attendance Boundary Change Process Overview*

01 Initial Board Presentation

Administration will develop and deliver the Annual Enrollment Report and recommended updates to the Facilities Master Plan to the Board as an information item for discussion. The review will include the administration's Original Recommendations and any alternative student enrollment options as applicable.

02 Presentation of Original Recommendations to School Boundary Oversight Committee (SBOC)

The administration will present the Annual Enrollment Report, Facilities Master Plan, and the Original Recommendations to the SBOC.

03 Develop Proposed Recommendations

The SBOC will analyze and verify the Original Recommendations and adhere to guidelines in Board policy. The committee may accept, modify, or reject the Original Recommendations, with staff assistance. Staff will create the Preliminary Report with the Proposed Recommendations.

04 Preliminary Report Presentation to the Board

Staff will present the Preliminary Report to the Board for review and input.

05 Public Hearings

Staff will conduct 1-3 public hearings. Following a presentation of the Preliminary Report, staff will solicit comments, questions, and suggestions from community members. Notes will be made of all comments and suggestions to assist staff and the SBOC in making final recommendations.

06 Updated Recommendations

After the final public hearing, staff will consider public comments and may modify the Proposed Recommendations to develop the Updated Recommendations, if necessary, which will be provided to the Board.

07 Final Recommendations and Report

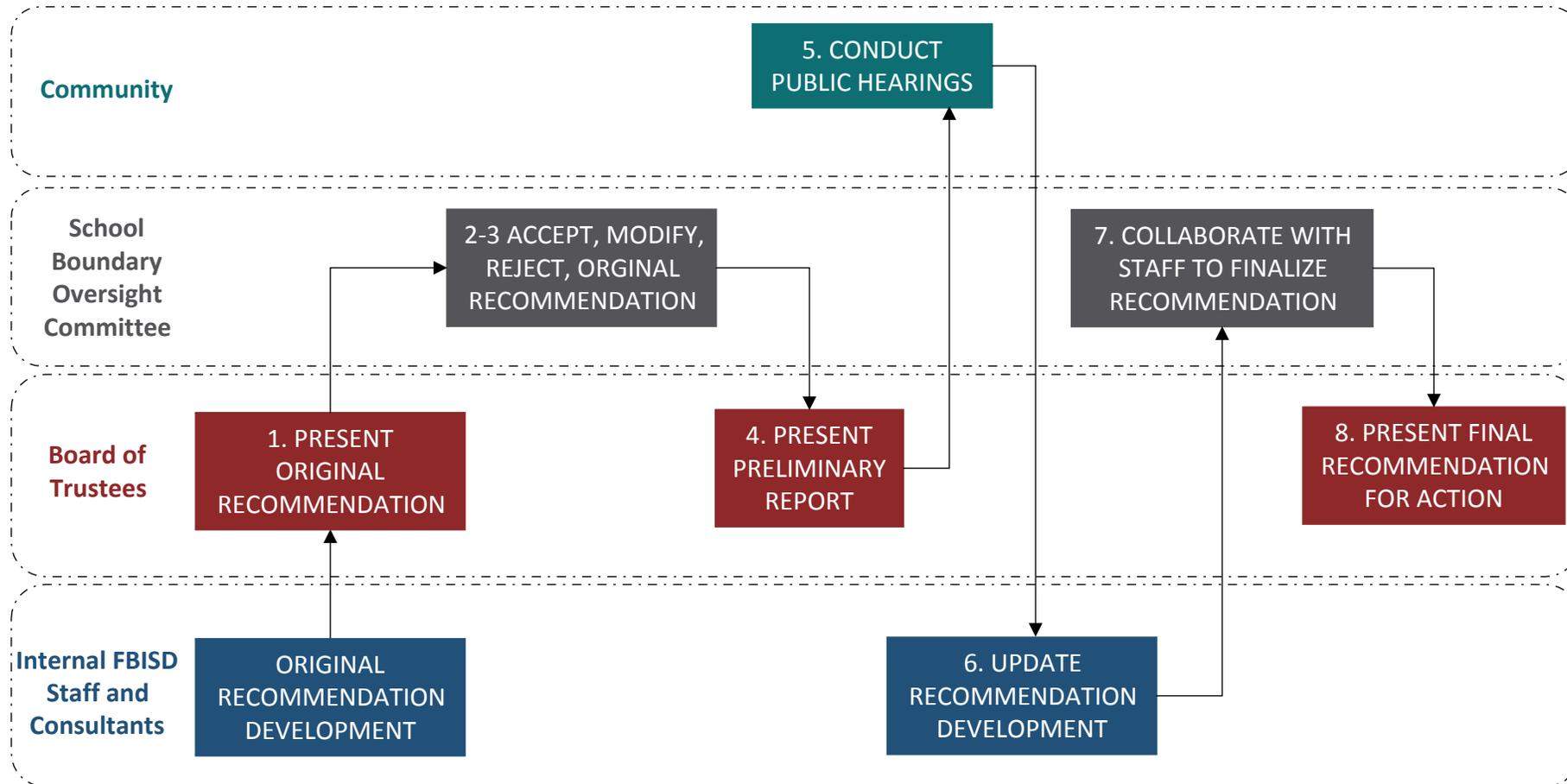
The SBOC and staff will review community input and the Updated Recommendations to develop and reach consensus on the Final Recommendations and Report. The Final Report will include a rationale, be consistent with the Decision Principles, and include evidence of community input consideration.

08 Final Report Presentation to the Board and Board Action

Staff will present the Final Report to the Board. The Board will take appropriate action on establishment of school attendance boundaries. Initial communication will be made by the Board President on behalf of the Board.

**Per Policy FC (Local)*

School Attendance Boundary Change Process (interactions)*



*Per Policy FC (Local)

School Boundary Decision Principles: *Community Integrity*

Decision Principles*	Abbreviated	Example
Safely house students and provide all students equitable access to the curriculum, extracurricular opportunities, and professional staff.	Consider student safety; provide students equitable access.	Do not overpopulate schools to the point where it limits opportunities and access to programming extra-curriculars.
Align student transitions within the District’s designated feeder patterns.	Maintain the feeder pattern concept.	One elementary school feeds to one middle school and one middle school feeds to one high school. – Or – Three elementary schools feed to one middle school, and then that middle school splits to different high schools ³⁹ based on the elementary boundaries.
Assign entire neighborhoods** to the same school(s). Where practical, major thoroughfares, creeks, drainage ditches, utility easements, and similar elements will be utilized as boundaries.	Assign entire neighborhoods** to the same school by utilizing natural and manmade boundaries where practical, incorporating safe walking distances, and supporting the neighborhood school concept.	Keep students that are walkable to a school in their neighborhood** zoned to that school.
Support the neighborhood school concept by combining geographically proximate neighborhoods or developments into school attendance boundaries.		
Utilize safe and reasonable walking distances to encourage healthier students and minimize use of student transportation resources.		

**Per Policy FC (Local)*

****Master-planned communities are not considered neighborhoods.**

School Boundary Decision Principles: *Growth Projections*

Decision Principles*	Abbreviated	Example
Utilization should be balanced among campuses in order to avoid penalizing those schools that are experiencing growth.	Balance utilization among campuses while considering future growth.	If a school contains areas that are projected to develop, create a boundary that may be under-utilized in the near term for the school to grow into.
Efficient use of existing facilities as well as effective and equitable delivery of academic programs are equally important factors in attendance boundary design.	Consider balancing the efficient use of existing facilities and equity of academic programs that minimize reliance on portable classrooms.	If one facility is over utilized with portables, and an adjacent facility has excess permanent capacity (no portables), consider zoning students to that school.
Balanced student enrollment enables efficient use of facilities, avoids overutilization or underutilization, and minimizes reliance on portable classrooms.		

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**Per Policy FC (Local)*

School Boundary Decision Principles: *Growth Projections continued*

Decision Principles*	Abbreviated	Example
<p>Attention should be given to unique needs of student populations at a given campus that may not be reflected in numbers alone. Once attendance boundary decisions have been approved, if a concern arises that a student receiving special education, or 504 services needs may not be met as a result of the boundary change, the ARD or 504 committee shall meet to discuss the concern.</p>	<p>Consider the unique needs of student populations based on current or future programming.</p>	<p>If a student population has unique programmatic needs (perhaps a high ELL or bilingual population), consider creating a smaller boundary to decrease utilization.</p>
<p>Design boundaries shall withstand time and minimize the number of boundary adjustments for a cohort of students. To the extent possible, students in a given area should not be required to change schools because of a boundary change more than once at a given level (elementary, middle school, or high school).</p>	<p>Consider boundaries that shall withstand time and minimize student moves to the greatest extent possible.</p>	<p>Create boundaries with future growth in mind (see above) and avoid double moves if at all possible.</p>
<p>Recommendations shall consider financial impact lessening future capital and operational budget costs. The costs of portable classrooms, transportation, additional staffing requirements, and other costs related to attendance boundary options shall be considered.</p>	<p>Consider financial impact that lessens future capital and operational costs.</p>	<p>Do not zone students to a school that would require adding portables to do so.</p>

*Per Policy FC (Local)

Willowridge ES Feeder Pattern



Blue Ridge ES



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Briargate ES

ORIGINAL RECOMMENDATION RME ELC



Ridgemont ES
Ridgemont ELC



Ridgegate ES

THE EARLY LITERACY CENTER AT RIDGEMONT ELEMENTARY (RME ELC)



- 2018 Facility Master Plan Recommendation 6:** Use available elementary capacity in the Marshall HS and Willowridge HS feeder patterns to implement innovative instructional programming that improves student outcomes, expands choice opportunities, and increases utilization and marginal revenue.
- The planned community engagement opportunity to discuss the full expansion of Ridgemont ES ELC was paused due to COVID, therefore, staff is altering the timeline to provide the opportunity for continued community engagement which allows for more intentional alignment with the Willowridge feeder pattern comprehensive plan.

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ORIGINAL RECOMMENDATION SONAL BHUCHAR ES (ES 53)



Commonwealth ES



Sullivan ES

2018 Facilities Master Plan

Recommendation 2: Construct a new elementary school to relieve Commonwealth ES

Sonal Bhuchar Elementary Timeline

Board approved ES 53 Recommendation May 2018

ES 53 site procured in April 2020

Board approved school name of Sonal Bhuchar Elementary March 2021

Board approved construction contract April 2021

Previously scheduled to open with established attendance boundaries January 2023;
UPDATED OPENING- Fall 2023

Background

Requirements

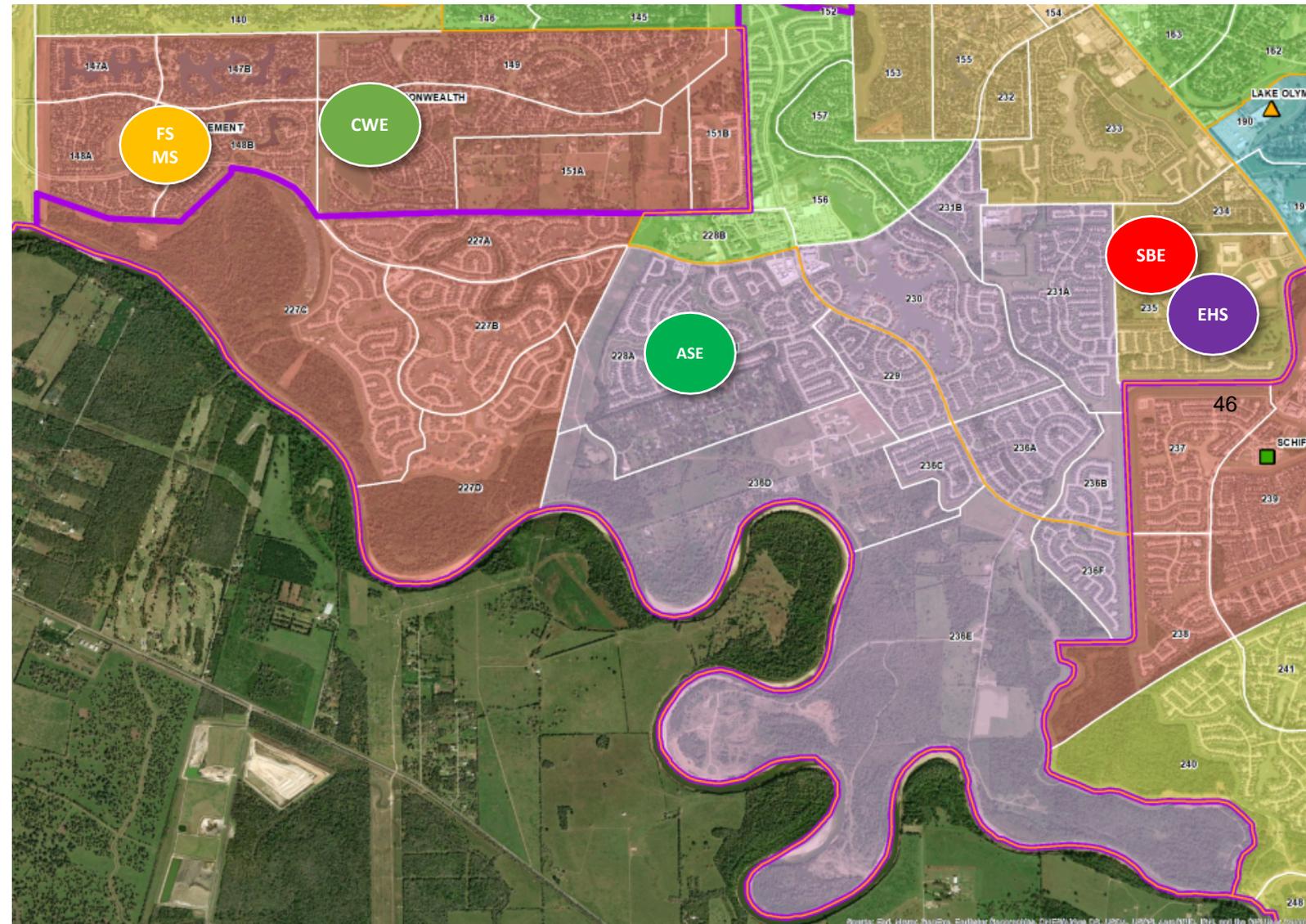
- Sonal Bhuchar opens in 2023-24 on the Frost site adjacent to Elkins HS.

Outcomes

- Provide long-term relief for Commonwealth and Sullivan

Other Considerations:

- All of Commonwealth feeds to Fort Settlement.
- Sullivan splits between First Colony and Fort Settlement.
- Commonwealth has been chronically over-utilized due to growth in Riverstone.
- Settlers Way is currently overflow for Commonwealth.



Current Projections and Utilizations

School	Capacity	Projected Enrollment									
		2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Austin Parkway	853	643	662	674	676	654	641	634	624	619	617
Colony Bend	788	488	481	471	463	462	459	459	455	451	452
Colony Meadows	852	644	619	585	579	566	562	559	548	542	544
Commonwealth	784	1,213	1,221	1,206	1,203	1,197	1,184	1,165	1,144	1,139	1,143
Settlers Way	844	707	744	757	763	754	748	748	742	739	741
Sullivan	1,157	1,216	1,187	1,187	1,173	1,170	1,161	1,149	1,127	1,1112	1,109
ES Total	5,278	4,911	4,914	4,880	4,857	4,803	4,755	4,714	4,640	4,602	4,606

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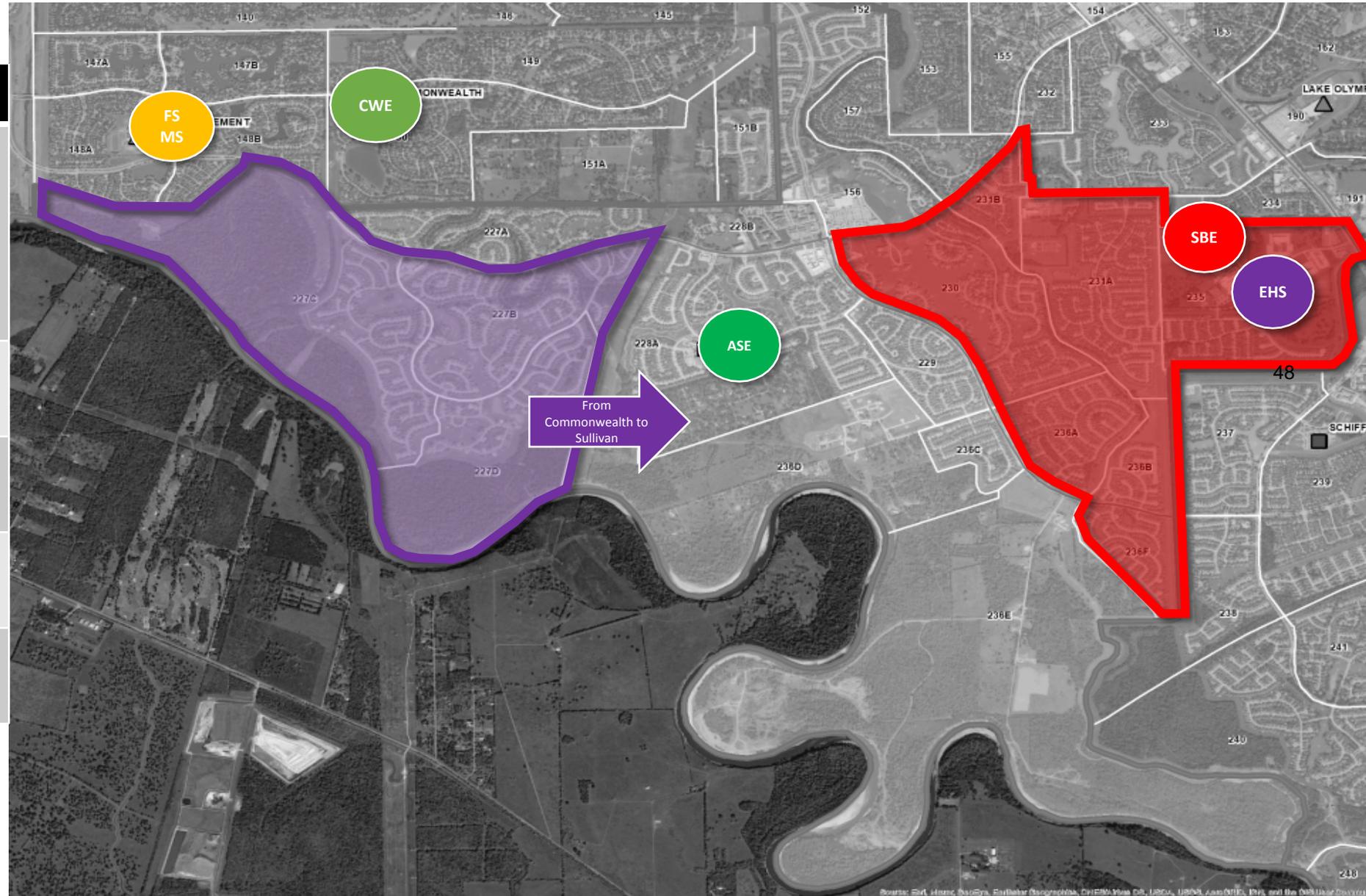
School	Capacity	Permanent Utilization									
		2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Austin Parkway	853	75%	78%	79%	79%	77%	75%	74%	73%	73%	72%
Colony Bend	788	62%	61%	60%	59%	59%	58%	58%	58%	57%	57%
Colony Meadows	852	76%	73%	69%	68%	66%	66%	66%	64%	64%	64%
Commonwealth	784	155%	156%	154%	153%	153%	151%	149%	146%	145%	146%
Settlers Way	844	84%	88%	90%	90%	89%	89%	89%	88%	88%	88%
Sullivan	1,157	105%	103%	103%	101%	101%	100%	99%	97%	96%	96%
ES Total	5,278	93%	93%	92%	92%	91%	90%	89%	88%	87%	87%

Original Recommendation

Components

Notes:

- Natural dividers used:
 - University Blvd.
 - Powerline Easement
 - LJ Parkway
- All of Commonwealth feeds to Fort Settlement.
- All of Sullivan feeds to Fort Settlement.
- All of Bhuchar will feed to First Colony.
- There will be no changes to High School boundaries.



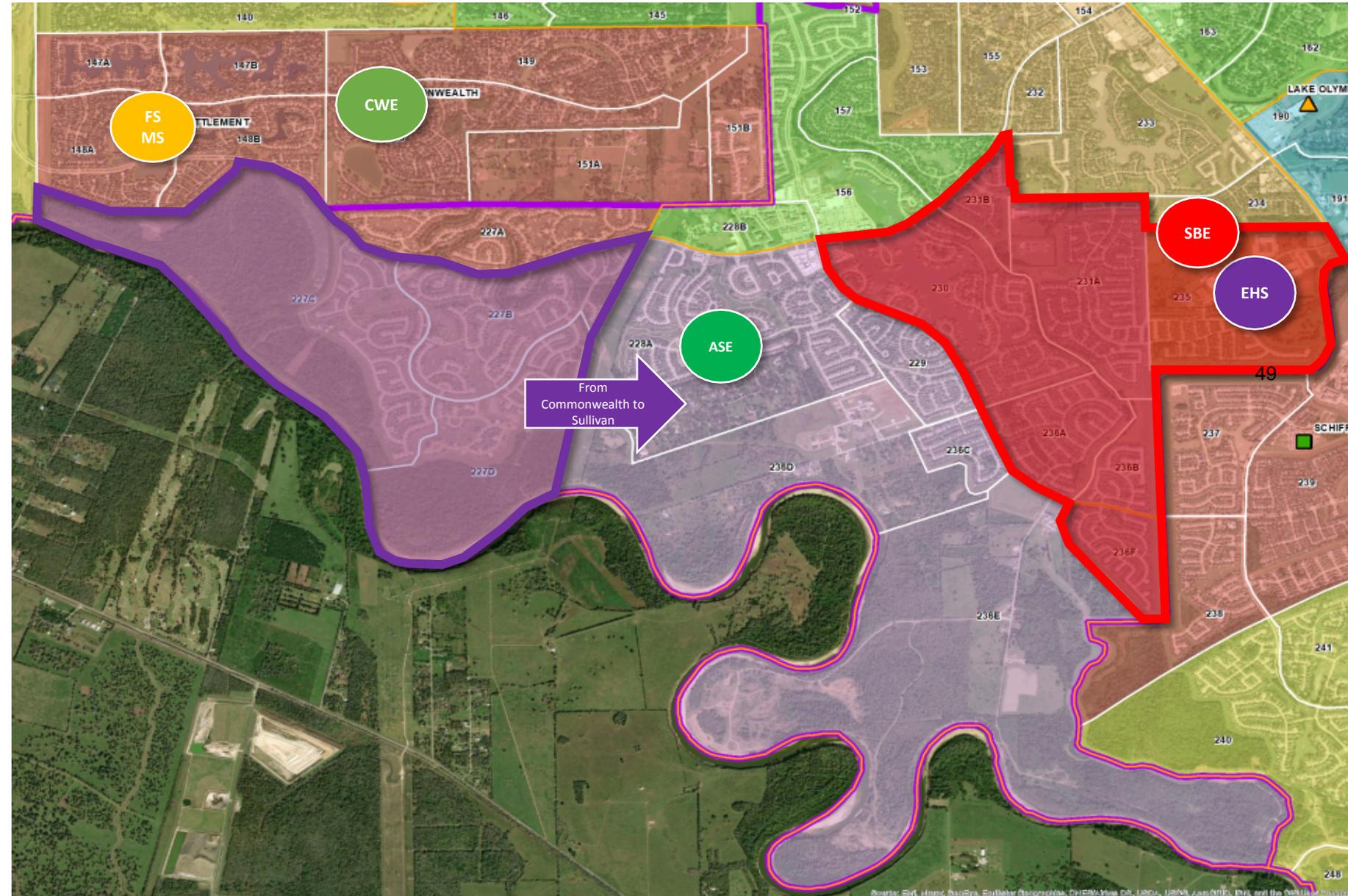
Sonal Bhuchar ES

Original Recommendation

Components

Notes:

- Natural dividers used:
 - University Blvd.
 - Powerline Easement
 - LJ Parkway
- All of Commonwealth feeds to Fort Settlement.
- All of Sullivan feeds to Fort Settlement.
- All of Bhuchar will feed to First Colony.
- There will be no changes to High School boundaries.

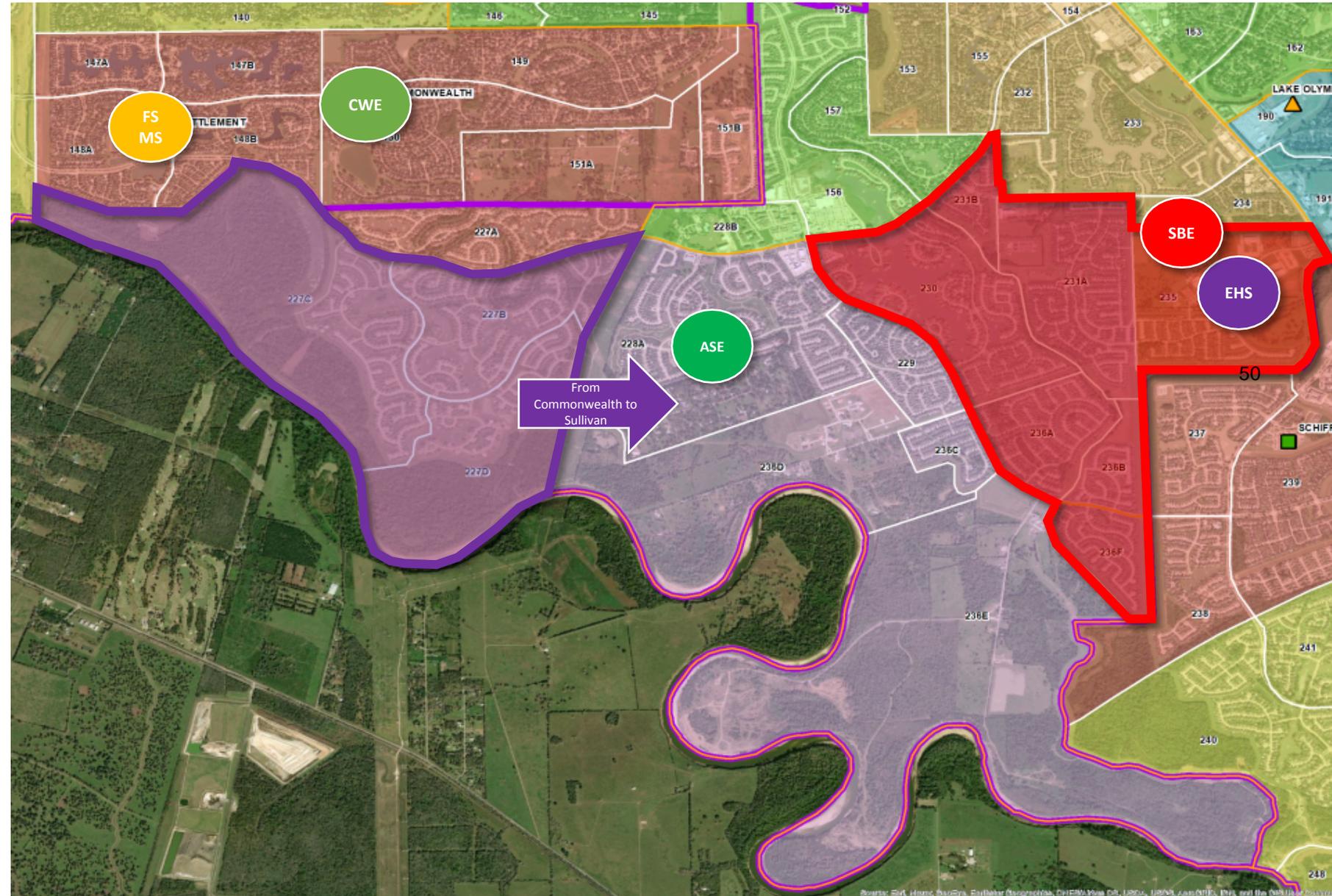


Sonal Bhuchar ES

Original Recommendation

Components

- The area currently zoned Commonwealth Elementary that is south of University Blvd. is recommended to move to Sullivan Elementary.
- The area currently attending Sullivan Elementary that is northeast of LJ Parkway and the Millwood subdivision (south of LJ Parkway) is recommended to move to Bhuchar Elementary.
- The area currently zoned to Austin Parkway Elementary that is south of the Elkins High School Site (part of Creekstone Village) is recommended to move the Bhuchar Elementary (with the rest of Creekstone Village).
- The Millwood subdivision located south of LJ Parkway is recommended to move from Fort Settlement to First Colony Middle School (with the rest of Bhuchar Elementary School).



Original Recommendation

Components

Notes:

- Natural dividers used:
 - University Blvd.
 - Powerline Easement
 - LJ Parkway
- All of Commonwealth feeds to Fort Settlement.
- All of Sullivan feeds to Fort Settlement.
- All of Bhuchar will feed to First Colony.

Policy Parameter		Bhuchar Boundary Creation
Community Integrity	Consider student safety; provide students equitable access.	●
	Maintain the feeder pattern concept.	●
	Assign entire neighborhoods to the same school by utilizing natural and manmade boundaries where practical, incorporating safe walking distances, and supporting the neighborhood school concept.	●
Growth Projections	Balance utilization among campuses while considering future growth.	●
	Consider balancing the efficient use of existing facilities and equity of academic programs that minimize reliance on portable classrooms.	●
	Consider the unique needs of student populations based on current or future programming.	●
	Consider boundaries that shall withstand time and minimize student moves to the greatest extent possible.	●
	Consider financial impact that lessens future capital and operational costs.	●

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Aligns with Policy	●
Somewhat Aligns with Policy	●
Does not Align with Policy	●

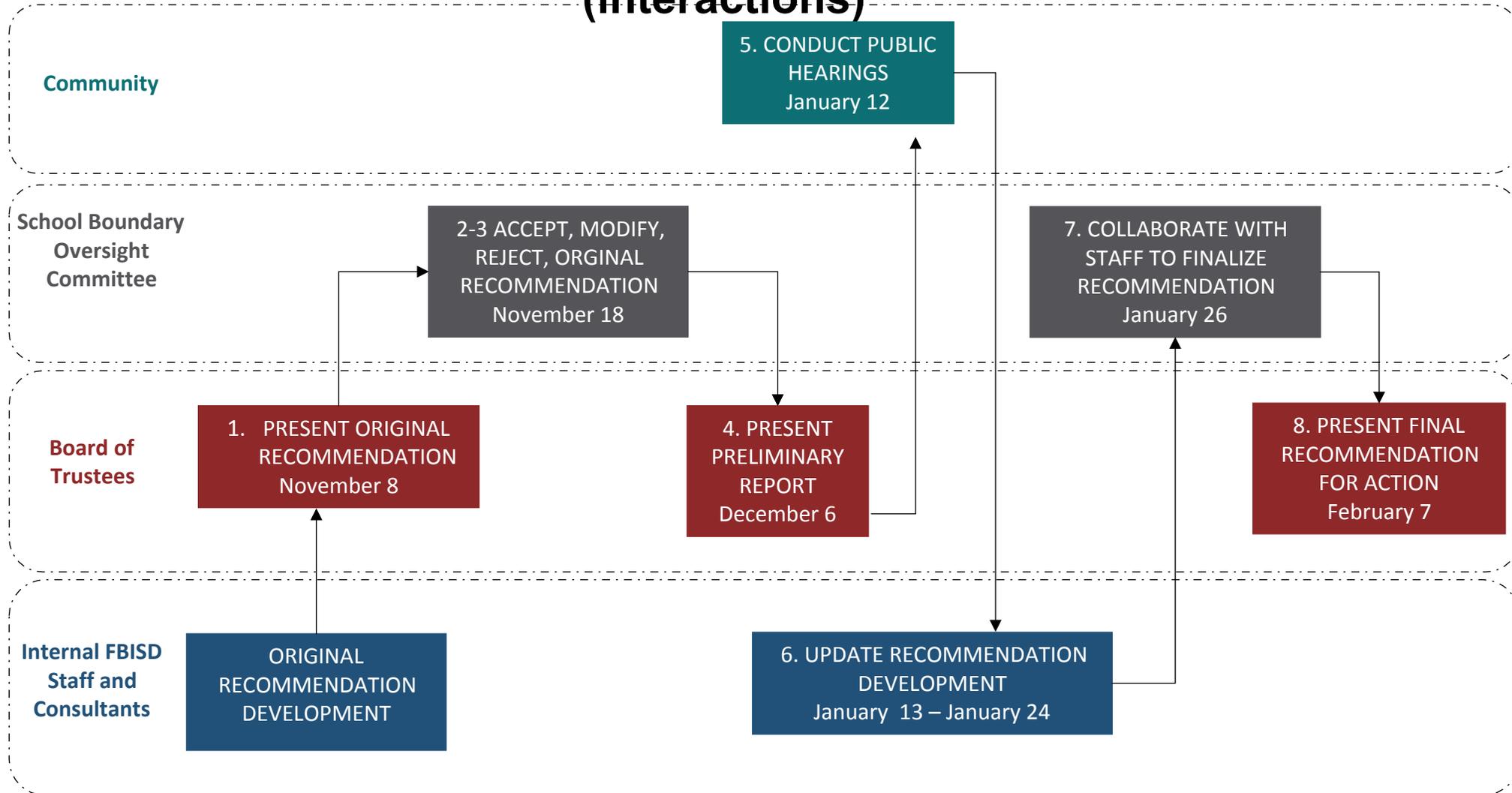
Original Recommendation Projections and Utilizations

School	Capacity	Projected Enrollment									
		2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Austin Parkway	853	643	662	542	536	519	506	498	488	484	482
Colony Bend	788	488	481	471	463	462	459	459	455	451	452
Colony Meadows	852	644	619	585	579	566	562	559	548	542	544
Commonwealth	784	1,213	1,221	684	688	692	690	679	667	664	666
Settlers Way	844	707	744	757	763	754	748	748	742	739	741
Sullivan	1,157	1,216	1,187	1,061	1,051	1,035	1,016	999	980	971	972
Bhuchar	963			780	777	775	774	772	760	751	749
ES Total	6,241	4,911	4,914	4,880	4,857	4,803	4,755	4,714	4,640	4,602	4,606

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School	Capacity	Permanent Utilization									
		2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Austin Parkway	853	75%	78%	79%	63%	61%	59%	58%	57%	57%	57%
Colony Bend	788	62%	61%	60%	59%	59%	58%	58%	58%	57%	57%
Colony Meadows	852	76%	73%	69%	68%	66%	66%	66%	64%	64%	64%
Commonwealth	784	155%	156%	87%	88%	88%	88%	87%	85%	85%	83%
Settlers Way	844	84%	88%	90%	90%	89%	89%	89%	88%	88%	88%
Sullivan	1,157	105%	103%	92%	91%	89%	88%	86%	85%	84%	84%
Bhuchar	963			81%	81%	80%	80%	80%	79%	78%	78%
ES Total	6241	93%	93%	78%	78%	77%	76%	76%	74%	74%	74%

School Attendance Boundary Change Process (interactions)*



*Per Policy FC (Local)

QUESTIONS?

Please visit us at www.fortbendisd.com
Boundary Planning and Enrollment Management
or
<https://www.fortbendisd.com/Page/123779>

Proposed Original Recommendation Associated with the Opening of Sonal Bhuchar Elementary

The Administration is seeking Board approval of the attendance boundaries associated with the opening of Sonal Bhuchar Elementary.

Historical Information

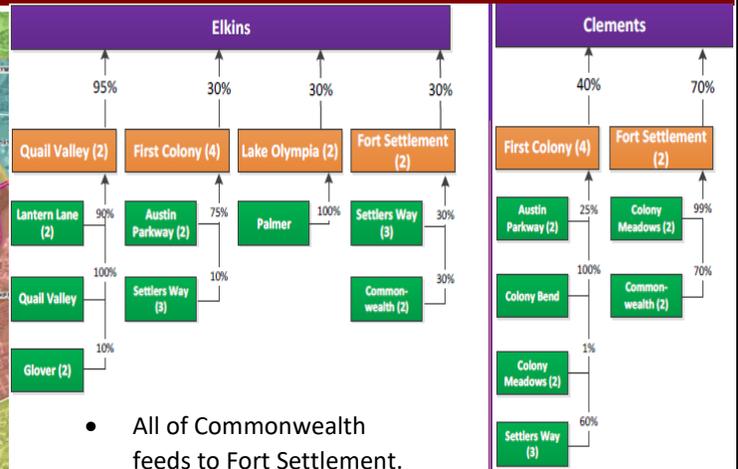
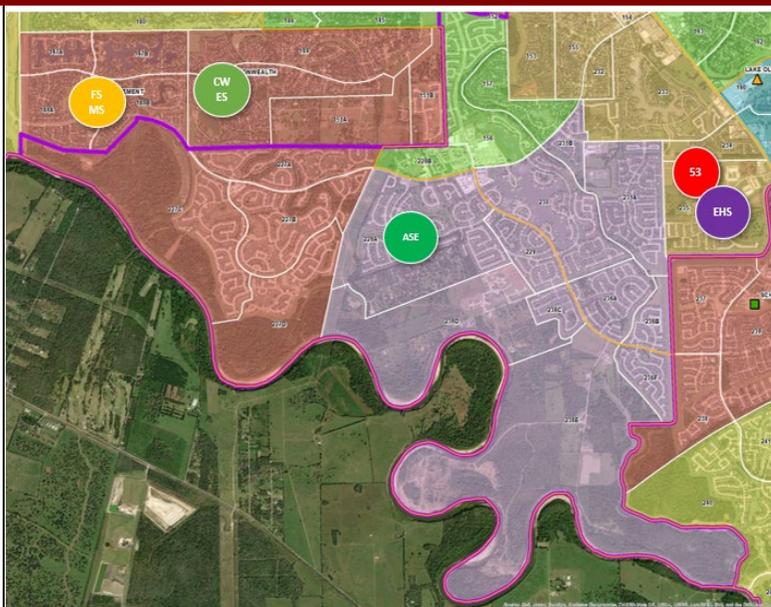
2018 Facilities Master Plan Recommendation 2 – Approved May 14, 2018

Include budget for an elementary school in the 2018 Bond Program and, pending availability of a viable site at a feasible price, construct a new Elementary School for approximately 850 students (with a core sized for 1,000) to relieve Commonwealth ES. Cap and overflow from Commonwealth ES to Settlers Way ES will continue until the opening on Sonal Bhuchar ES.

Timeline:

- Board approved ES 53 Recommendation May 2018
- Site procured in April 2020
- Board approved name of Sonal Bhuchar Elementary in March 2021
- Board approved construction contract April 2021
- Sonal Bhuchar scheduled to open Fall 2023

Current Attendance Boundary & Feeder Pattern Structure



- All of Commonwealth feeds to Fort Settlement.
- Sullivan splits between First Colony and Fort Settlement.

Current Boundaries Projections and Utilizations

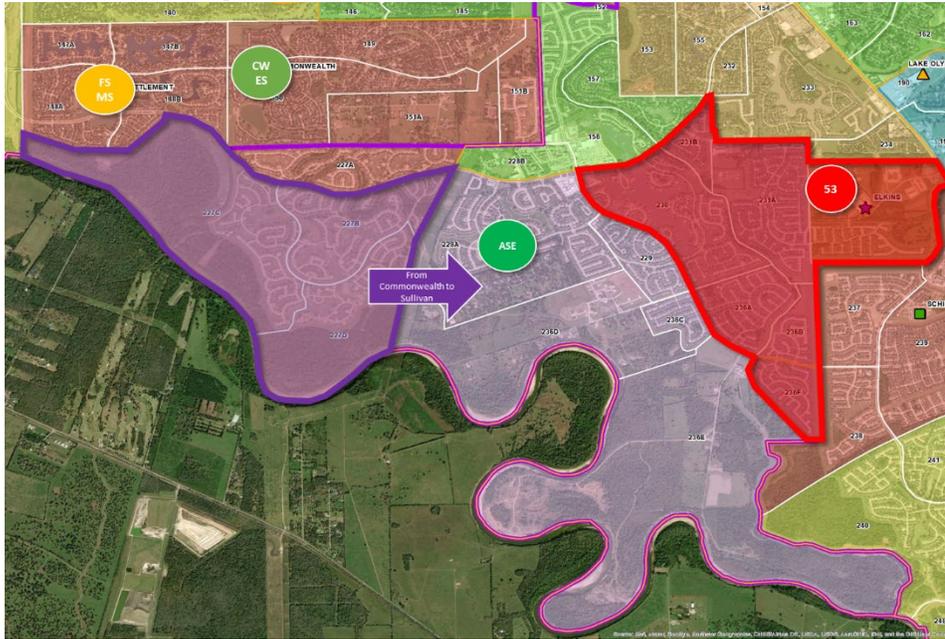
School	Capacity	Projected Enrollment									
		2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Austin Parkway	853	643	662	674	676	654	641	634	624	619	617
Colony Bend	788	488	481	471	463	462	459	459	455	451	452
Colony Meadows	852	644	619	585	579	566	562	559	548	542	544
Commonwealth	784	1,213	1,221	1,206	1,203	1,197	1,184	1,165	1,144	1,139	1,143
Settlers Way	844	707	744	757	763	754	748	748	742	739	741
Sullivan	1,157	1,216	1,187	1,187	1,173	1,170	1,161	1,149	1,127	1,111	1,109
ES Total	5,278	4,911	4,914	4,880	4,857	4,803	4,755	4,714	4,640	4,602	4,606

School	Capacity	Permanent Utilization									
		2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Austin Parkway	853	75%	78%	79%	79%	77%	75%	74%	73%	73%	72%
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Commonwealth	784	155%	156%	154%	153%	153%	151%	149%	146%	145%	146%
Settlers Way	844	84%	88%	90%	90%	89%	89%	89%	88%	88%	88%
Sullivan	1,157	105%	103%	103%	101%	101%	100%	99%	97%	96%	96%
ES Total	5,278	93%	93%	92%	92%	91%	90%	89%	88%	87%	87%

Original Recommendation for Attendance Boundary

Boundary Change (Implemented Fall 2023):

Please note: This attendance boundaries addresses only building utilization calculated per Policy FC (Local), which does not account for the placement of academic programs or portable buildings. The placement of academic programs and the use of portable buildings will be addressed through the Annual Enrollment Review, which will be completed after boundaries are approved.



- Natural Dividers used in recommendation: University Blvd., Powerline Easement, LJ Parkway
- All Commonwealth ES feeds to Fort Settlement.
- All of Sullivan ES feeds to Fort Settlement.
- All of Bhuchar ES will feed to First Colony.
- There are no changes to High School feeder patterns.

Projections and Utilization Original Recommendation

School	Capacity	Projected Enrollment									
		2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Austin Parkway	853	643	662	542	536	519	506	498	488	484	482
Colony Bend	788	488	481	471	463	462	459	459	455	451	452
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Commonwealth	784	1,213	1,221	684	688	692	690	679	667	664	666
Settlers Way	844	707	744	757	763	754	748	748	742	739	741
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School	Capacity	Permanent Utilization									
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Colony Bend	788	62%	61%	60%	59%	59%	58%	58%	58%	57%	57%
Colony Meadows	852	76%	73%	69%	68%	66%	66%	66%	64%	64%	64%
Commonwealth	784	155%	156%	87%	88%	88%	88%	87%	85%	85%	83%
Settlers Way	844	84%	88%	90%	90%	89%	89%	89%	88%	88%	88%
Sullivan	1,157	105%	103%	92%	91%	89%	88%	86%	85%	84%	84%
Bhuchar	963			81%	81%	80%	80%	80%	79%	78%	78%
ES Total	6241	93%	93%	78%	78%	77%	76%	76%	74%	74%	74%

Rationale and Alignment with Board Policy FC (Local)

Consider student safety; provide students equitable access.	<input checked="" type="checkbox"/>	Consider the unique needs of student populations based on current or future programming.	<input checked="" type="checkbox"/>
Maintain the feeder pattern concept.	<input checked="" type="checkbox"/>	Consider the unique needs of student populations based on current or future programming.	<input checked="" type="checkbox"/>
Assign entire neighborhoods** to the same school by utilizing natural and manmade boundaries where practical, incorporating safe walking distances, and supporting the neighborhood school concept.	<input checked="" type="checkbox"/>	Consider boundaries that shall withstand time and minimize student moves to the greatest extent possible.	<input checked="" type="checkbox"/>
Balance utilization among campuses while considering future growth.	<input checked="" type="checkbox"/>	56 Consider financial impact that lessens future capital and operational costs.	<input checked="" type="checkbox"/>
Consider balancing the efficient use of existing facilities and equity of academic programs that minimize reliance on portable classrooms.			<input checked="" type="checkbox"/>

For: Fort Bend ISD Board of Trustees
Date: November 8, 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.

Candidate:	Votes Cast:
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 8, 2021
Action: Review: Minutes of Previous Meetings
Reference: Board Policy BE (Local)
Department: Office of the Superintendent

Recommendation

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

- 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

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.

Dave Rosenthal, President

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

~~Staff and Employees~~

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. Audience Responses 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 ~~S~~search ~~F~~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 ~~S~~slate of Superintendent Candidates from the District's Superintendent ~~S~~earch-~~s~~earch ~~F~~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 ~~and~~ ~~SECONDED by Ms. Malone~~ to adjourn the meeting at 9:44 p.m.

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.

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.

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.

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.

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.

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.

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.

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.

Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

For: Fort Bend ISD Board of Trustees
Date: November 8, 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 8, 2021
Action: Review: 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

Executive Board Position	NAME	Type
Board Of Trustee Rep	Angie Hanan	BOARD
	Sandy Bristow	COMMUNITY
	Sandra Castro	COMMUNITY
	Doug Earle	COMMUNITY
	Kara Ihedigbo	COMMUNITY
Community WSCC Student Wellness Coordinator	Stephanie Kellam	COMMUNITY
	Payal Patani	COMMUNITY
	Grayle James	COMMUNITY
	Stephanie Brown	COMMUNITY
Administrative Oversight	Pilar Westbrook, Ed.D	DISTRICT
	Steve Shiels	DISTRICT
	Lori Sartan	DISTRICT
	Jennifer Chadwick	DISTRICT
FBISD SHAC Coordinator	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
FBISD SHAC Vice-Chair	Allison Thummel, MPH, RDN, LDN	PARENT
FBISD SHAC Secretary	Cathy Hunter	PARENT
	Debola Ola, MBBS, MPH	PARENT
	Farah Rahman	PARENT
FBISD SHAC Vice-Chair/Membership Coordinator	Dana Tran, OD	PARENT
FBISD SHAC Campus Liaison Coordinator	Jenna Ross	PARENT
	Jigisha Doshi	PARENT
FBISD SHAC Chair	Melanie Anbarci	PARENT
Meeting Time Keeper	Pearl Lam	PARENT
FBISD SHAC Advocacy Coordinator	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

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

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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9Honeywell 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, flowing style.

Brenna Cosby
Executive Director

cc: Christie Whitbeck
Oscar Perez

For: Fort Bend ISD Board of Trustees
Date: November 8, 2021
Action: Review Donations Exceeding \$50,000
References: Board Policy CDC (Legal)
District Goal 5
Department: Business and Finance

Recommendation

Consideration and possible approval and acknowledgement of cash and non-cash donations.

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

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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9Honeywell 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.

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

Recommendation

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

Recommended by:

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 8, 2021
Action: Review: Purchases in Excess of
\$50,000
References: Board Policy CH (Local)
Board Goal 1
Department: Chief Financial Officer

Recommendation

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

Recommended by:

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 8, 2021
Action: Review: 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 Plaza 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 plaza 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 Plaza 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
- An entrance structure to display the name “Sugar Land 95 Memorial Plaza”
- 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 Plaza 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

For: Fort Bend ISD Board of Trustees
Date: November 8, 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 #555-18 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 ¹¹³	\$181,500

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

BOT Meeting:	November 8, 2021
Solicitation No.:	22-016CT BuyBoard Cooperative
References:	District Goal Scalable Systems
Description:	<p>806 Technologies Software Platforms</p> <p><u>Recommendation</u></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><u>Summary</u></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>

	<u>Background</u>	
	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	

BOT Meeting:	November 8, 2021
Solicitation No.:	22-010AR General Services Administration
References:	District Goal Scalable Systems
Description:	<p>Campus Security Management System and Equipment</p> <p><u>Recommendation</u></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><u>Summary</u></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><u>Background</u></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.
Requested By:	Chief David Rider, Chief of Police Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
Vendor:	Raptor Technologies
Budget Sources:	General Fund
Amount:	Not to Exceed - \$351,934 through February 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 February 2024
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

BOT Meeting: ,	November 8, 2021
Solicitation No.:	RFP 21-093AR
References:	District Goal Scalable Systems
Description:	<p>Districtwide Painting Services</p> <p><u>Recommendation</u></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><u>Summary</u></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><u>Background</u></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>
Requested By:	Oscar Perez, Chief Operations Officer Bryan Guinn, Chief Financial Officer
Vendors:	Westco Ventures LLC Quadra Mind Enterprises, Inc.
Budget Sources:	General Fund
Amount:	Not to Exceed - \$700,000 through November 2026
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	3
Number of vendors contacted by FBISD Notification System:	3140
Number of vendors downloaded the solicitation:	41
Number of responses received:	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

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

	Evaluation Criteria	Point System
1	<p>Purchase Price</p> <p>Offer a fair reasonable price for items to be procured by Fort Bend ISD.</p>	20 points
2	<p>Reputation of the Vendor and of the Vendor's Goods or Services</p> <p>Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of good or services. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</p>	5 points
3	<p>Quality of the Vendor's Goods or Services</p> <ul style="list-style-type: none"> • The bidder's documented experience in successfully performing contracts of a similar size and scope • The qualifications and experience of the bidder's management, supervisory or assigned personnel to FBISD • General capabilities • Qualifications • Customer Service capabilities • Demonstrated competence 	25 points
4	<p>Extent to Which the Goods or Services Meet the District's Needs</p> <ul style="list-style-type: none"> • Vendors ability to meet specifications provided in the proposal 	25 points
5	<p>Vendor's Past Relationship with the District or Similar Sized District</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>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</p> <ul style="list-style-type: none"> • Service Fees (travel, etc.) • Other Fees or Added Costs 	10 points
7	<p>Extent to Which the Vendor Agrees to our Standard Form of Agreement. By Signing the Agreement, you assent to the Terms and Conditions of Fort Bend ISD.</p>	10 points
8	<p>Insurance Requirements: A copy of the Certificate of Liability Insurance and Waiver of Subrogation should be in your proposal.</p>	Pass/Fail
	TOTAL	100 points

BOT Meeting:	November 8, 2021
Solicitation No.:	RFP 21-094AR
References:	District Goal Scalable Systems
Description:	<p>Water Treatment Chemicals & Services</p> <p><u>Recommendation</u></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><u>Summary</u></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><u>Background</u></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>
Requested By:	Oscar Perez, Chief Operations Officer Bryan Guinn, Chief Financial Officer
Vendors:	Green and Sustainable Services, LLC
Budget Sources:	General Fund
Amount:	Not to Exceed - \$1,875,090 through November 2026
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	2
Number of vendors contacted by FBISD Notification System:	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**

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

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

Vendor	Purchase Price (25 pts max)	Reputation of the Vendor and the Vendor's Goods and Services (5 pts max)	Quality of the Vendor's Goods or Services (20 pts max)	Extent to Which the Goods or Services Meet the District's Needs (25 pts max)	Vendor's Past Relationship with the District or Similar Sized District (5 pts max)	Long-Term Cost to the District to Acquire the Vendor's Goods or Services (10 pts max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts max)	Insurance Requirements (Pass/Fail)	Total Score (100 pts Max)	Proposer's Ranking
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 8, 2021
Action: Review: 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	Package Number	Description	Project Budget
		127	

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			
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	\$2,089,527
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

TOTAL:	\$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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BOT Meeting:	November 8, 2021
Solicitation No.:	RFP 22-004AB
References:	District Goal Scalable Systems
Description:	<p>Kitchen Grease Trap Removal, Cleaning, and Related Services</p> <p><u>Recommendation</u></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><u>Summary</u></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><u>Background</u></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>
Requested By:	Oscar Perez, Chief of Operations Bryan Guinn, Chief Financial Officer
Vendors:	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

	Evaluation Criteria	Point System
1	<p>Purchase Price</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>Reputation of the Vendor and of the Vendor’s Goods or Services</p> <p>Vendor should have a solid reputation with other ISD’s, Government or Collegiate entities that show a high level of customer service, a high level of quality of good or services. (References will be contacted via 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>Quality of the Vendor’s Goods or Services</p> <ul style="list-style-type: none"> • Demonstrates competence: experience, etc. • Vendor’s products should be new and be of the highest quality 	15 points
4	<p>Extent to Which the Goods or Services Meet the District’s Needs</p> <ul style="list-style-type: none"> • Vendor’s ability to meet specifications provided in the proposal • Offer locations with hours of operation of Monday – Friday with exception of posted holidays. • Vendor can provide proof of licenses and certifications requested: <ul style="list-style-type: none"> ○ Contractor/Vendor’s TNRCC registration number; ○ Disposal site permit or registration number; ○ Transporter’s Workers Compensation insurance certificate; ○ Transporter’s Liability Insurance; ○ The Contractor/Vendor shall submit proof of registered Texas Department of Health hauler. ○ Capability 	20 points
5	<p>Vendor’s Past Relationship with the District.</p> <ul style="list-style-type: none"> • Has a past relationship with FBISD or a District of similar size 	5 points
6	<p>Long-Term Cost to the District to Acquire the Vendor’s Goods or Services</p> <p>Warranty, setup fee; maintenance or other fees</p>	5 points

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

BOT Meeting:	November 8, 2021
Solicitation No.:	22-022CT BuyBoard Cooperative
References:	District Goal Scalable Systems
Description:	<p>Transcript and Schedule Auditing Software</p> <p><u>Recommendation</u></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><u>Summary</u></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><u>Background</u></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

BOT Meeting:	November 8, 2021
Solicitation No.:	21-095CT BuyBoard Cooperative
References:	District Goal Scalable Systems
Description:	<p>TestHound, Auto Pilot Toolkit and Performance Tracker Toolkit Subscriptions</p> <p><u>Recommendation</u></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><u>Summary</u></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><u>Background</u></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>
Requested By:	Beth Martinez, Chief Academic Officer Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
Vendor:	Education Advanced, Inc.
Budget Sources:	General Fund
Amount:	Not to Exceed - \$298,023 through December 31, 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

For: Fort Bend ISD Board of Trustees
Date: November 8, 2021
Action: Review: 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

ELEMENTARY SCHOOL #54

FORT BEND I.S.D.

1300 HERITAGE PARK DRIVE, MISSOURI CITY, TX 77459

ISSUE FOR PERMIT



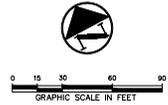
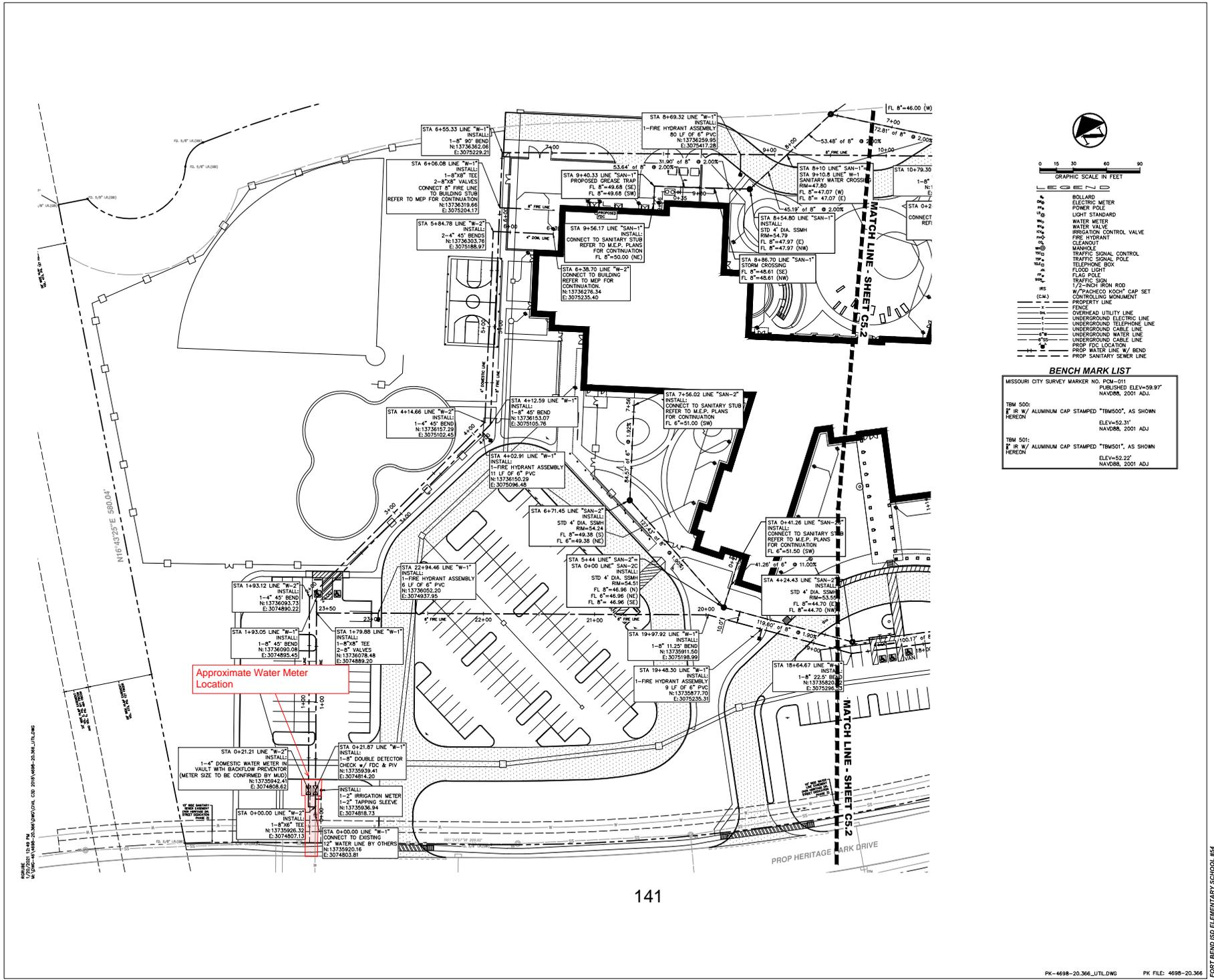
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CLIENT		
DATE	PROJECT NUMBER	
JANUARY 21, 2021	ES04	
No.	Description	Date

ISSUE FOR PERMIT
BUILDING NUMBER

SITE UTILITY PLAN

C5.1



- LEGEND**
- BOLLARD
 - ELECTRIC METER
 - POWER POLE
 - LIGHT STANDARD
 - WATER METER
 - WATER VALVE
 - IRRIGATION CONTROL VALVE
 - FIRE HYDRANT
 - CLEANOUT
 - MANHOLE
 - TRAFFIC SIGNAL CONTROL
 - TRAFFIC SIGNAL POLE
 - FLOOD LIGHT
 - FLAG POLE
 - TRAFFIC SIGN
 - 1/2" RIBBON ROD
 - W/PACHECO KOCH" CAP SET
 - CONTROLLING MONUMENT
 - PROPERTY LINE
 - FENCE
 - OVERHEAD UTILITY LINE
 - UNDERGROUND ELECTRIC LINE
 - UNDERGROUND TELEPHONE LINE
 - UNDERGROUND WATER LINE
 - UNDERGROUND CABLE LINE
 - PROP. EDC. LOCATION
 - PROP. WATER LINE W/ BEND
 - PROP. SANITARY SEWER LINE

BENCH MARK LIST

MISSOURI CITY SURVEY MARKER NO. PCM-011
REUSHED ELEV=59.97
NAVD83, 2001 ADJ

TBM 500:
2" IR W/ ALUMINUM CAP STAMPED "TBM500", AS SHOWN
HEREON
ELEV=52.31'
NAVD83, 2001 ADJ

TBM 501:
2" IR W/ ALUMINUM CAP STAMPED "TBM501", AS SHOWN
HEREON
ELEV=52.23'
NAVD83, 2001 ADJ



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:

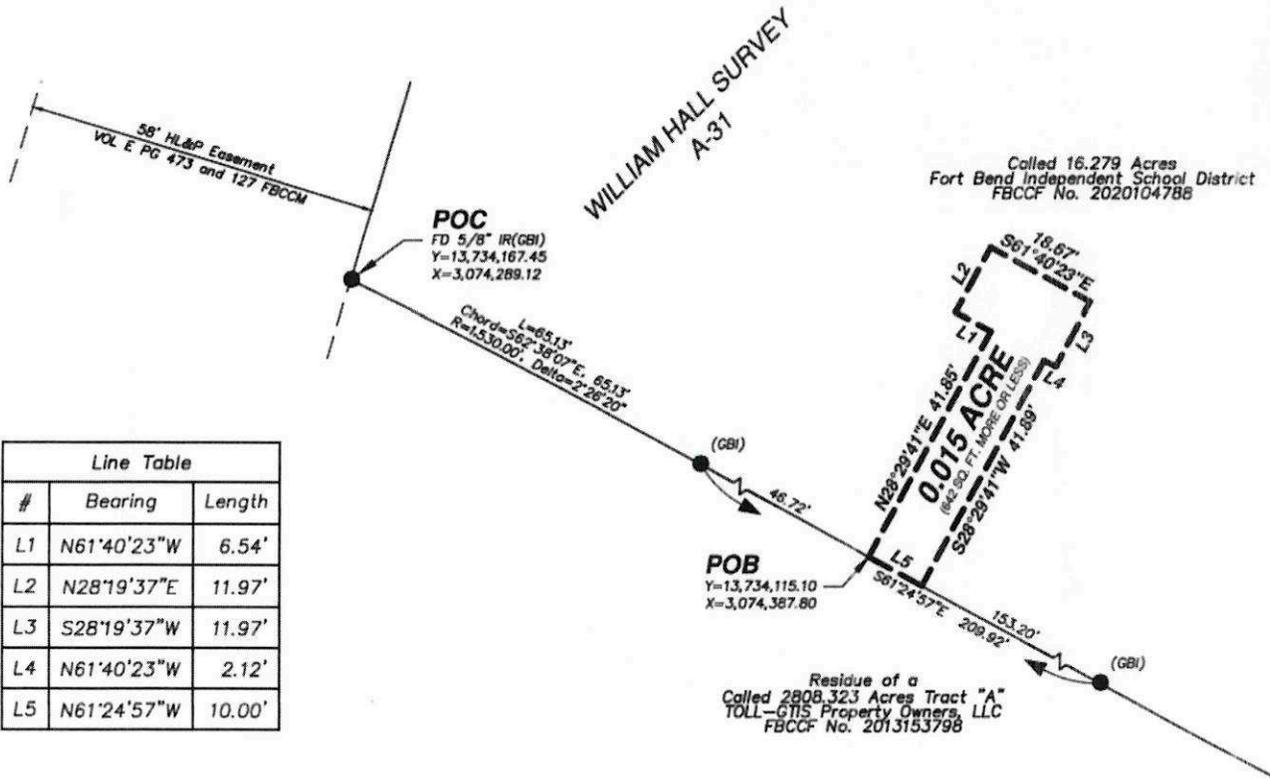
- FBCCF Fort Bend County Clerk's File Number
- FBCDR Fort Bend County Deed Records
- FBCCM Fort Bend County Court Minutes
- Found 5/8" Iron Rod
- (GBI) Found 5/8" Iron Rod with "GBI" Cap

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

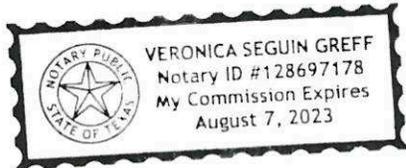
ATTEST:

By: [Signature]
Name: Brad Baird
Title: Asst. Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th 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;

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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;
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- 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;

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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:

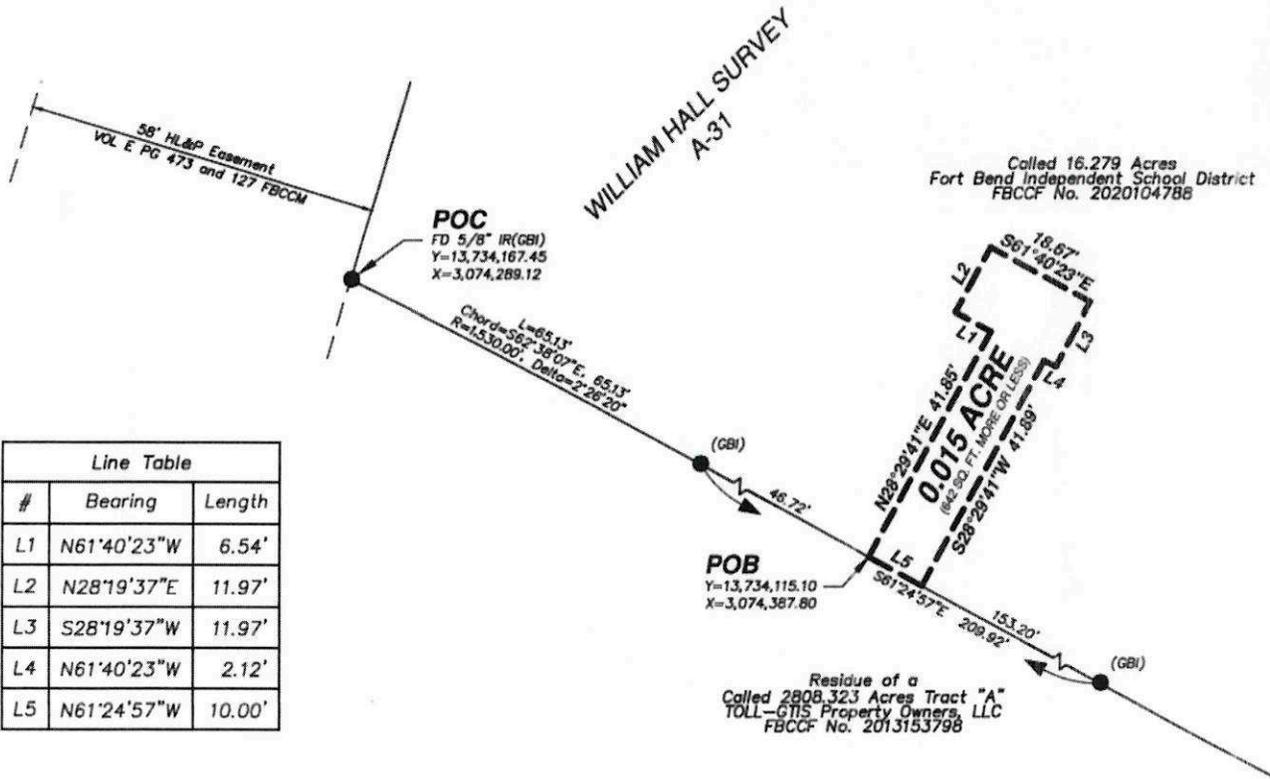
- FBCCF Fort Bend County Clerk's File Number
- FBCDR Fort Bend County Deed Records
- FBCCM Fort Bend County Court Minutes
- Found 5/8" Iron Rod
- (GBI) Found 5/8" Iron Rod with "GBI" Cap

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



Austan W. Lupher

EXHIBIT
 0.015 ACRE
 WATER METER EASEMENT
 FORT BEND COUNTY, TEXAS

For: Fort Bend ISD Board of Trustees
Date: November 8, 2021
Action: Review: 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 FBSID 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;

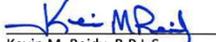
THENCE, in a southwesterly direction, over and across said Church Reserve "B" along said non-tangent curve to the right having a radius of 1,450.00 feet, a central angle of 02°37'51", an arc length of 66.58 feet and a chord bearing South 62°23'43" West, a distance of 66.57 feet, to a point of tangency;

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.

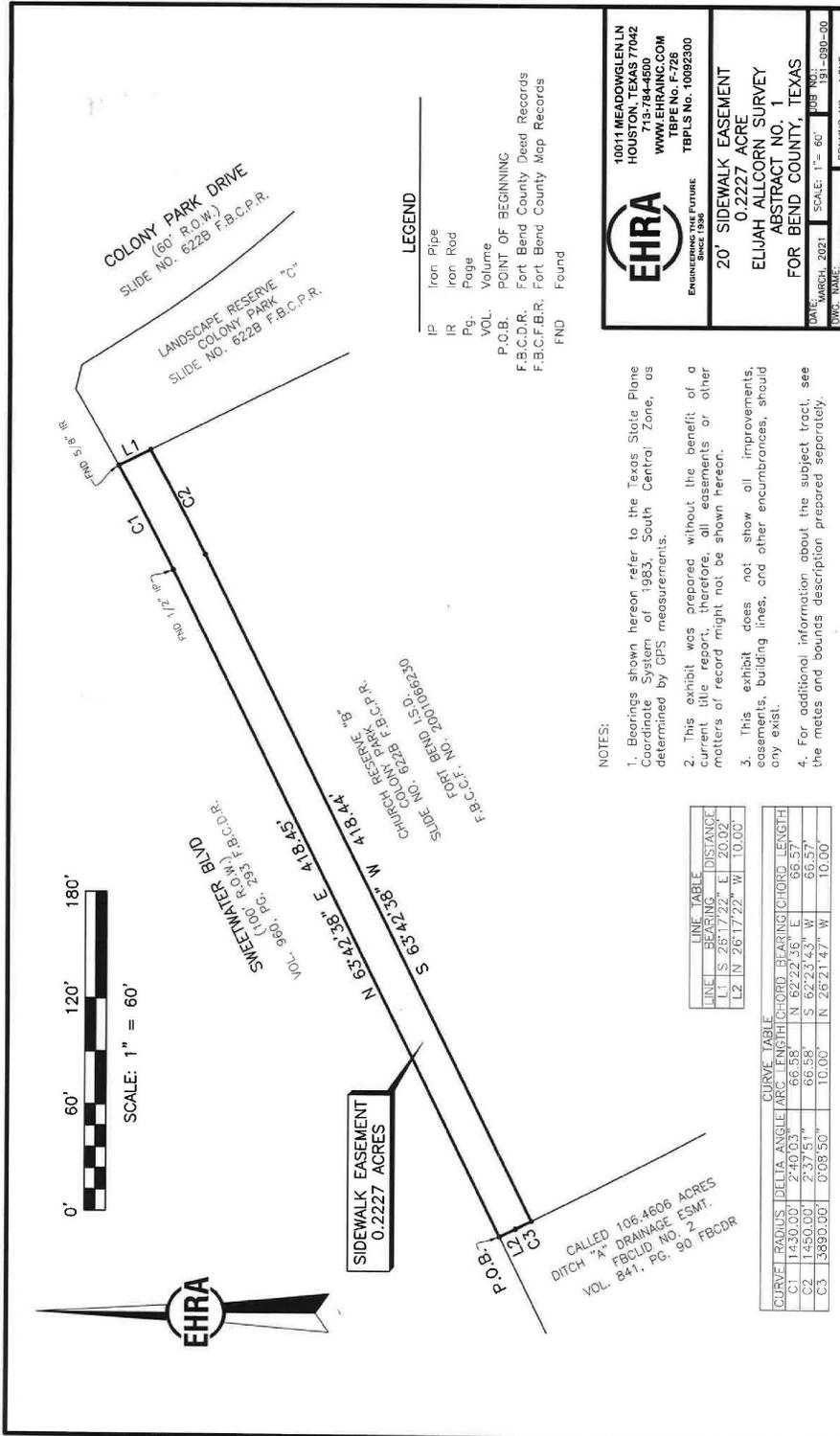
EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300


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



10071 MEADOWGLEN LN
HOUSTON, TEXAS 77042
PHONE: 281-784-4600
WWW.EHRA.COM
TELE FAX: 281-726-7266
TBPLS NO. 10092300

ENGINEER SINCE 1986

20' SIDEWALK EASEMENT
0.2227 ACRE
ELIJAH ALLCORN SURVEY
ABSTRACT NO. 1
FOR BEND COUNTY, TEXAS

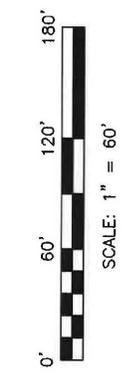
DATE: MARCH, 2021 SCALE: 1" = 60' DRAWING NO.: NONE
DWG. NAME: 1910B000-SWE.L20W

- 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

- 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"	66.57'
C2	1450.00'	2°37'51"	66.57'
C3	3890.00'	0°08'50"	10.00'

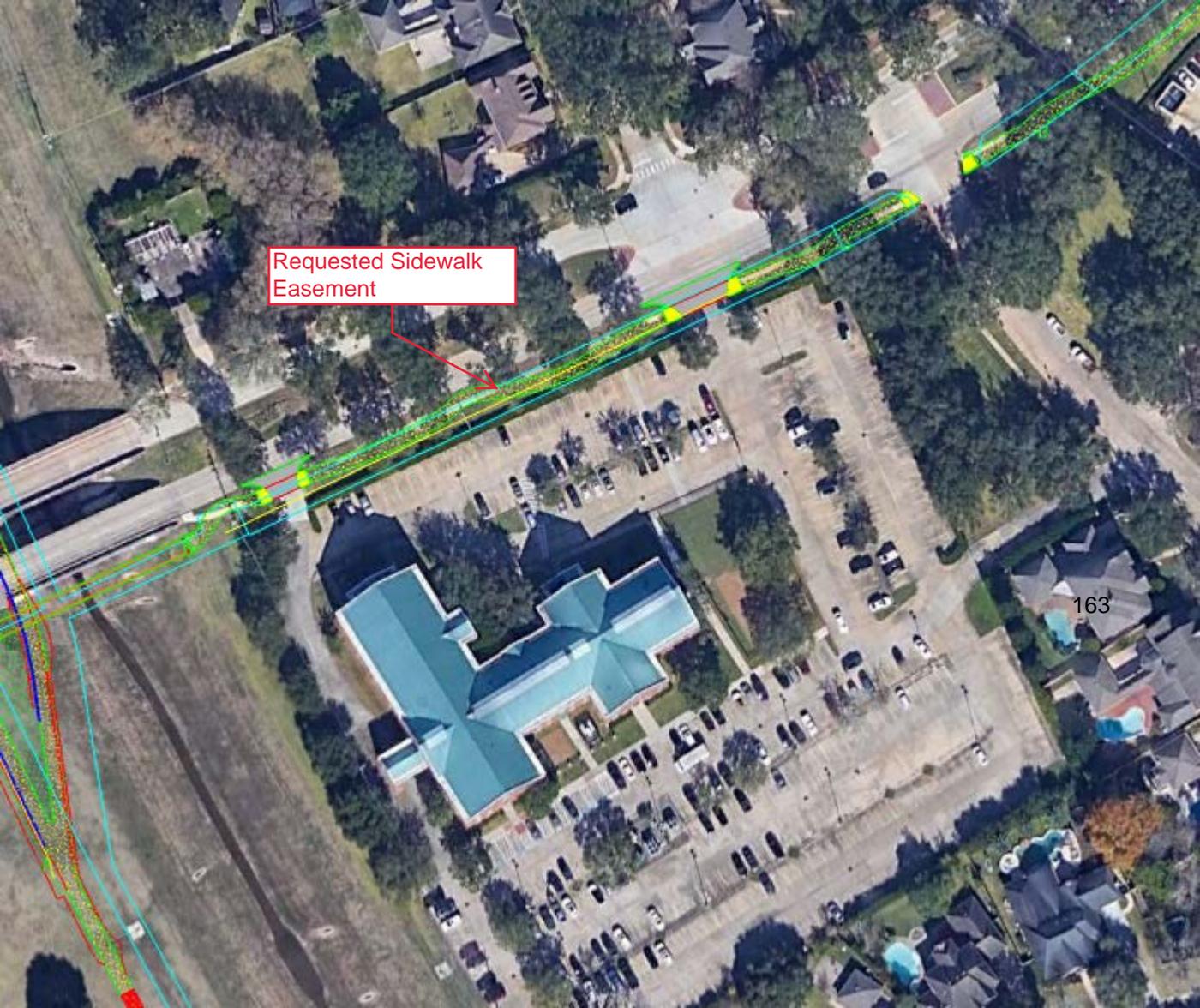


SIDEWALK EASEMENT
0.2227 ACRES

CALLED 106.4606 ACRES
DITCH "A" DRAINAGE ESMT.
VOL. 841, PG. 90 FBCCR

Requested Sidewalk Easement

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**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):

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164

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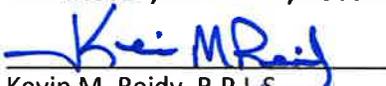
THENCE, in a southwesterly direction, over and across said Church Reserve "B" along said non-tangent curve to the right having a radius of 1,450.00 feet, a central angle of 02°37'51", an arc length of 66.58 feet and a chord bearing South 62°23'43" West, a distance of 66.57 feet, to a point of tangency;

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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'

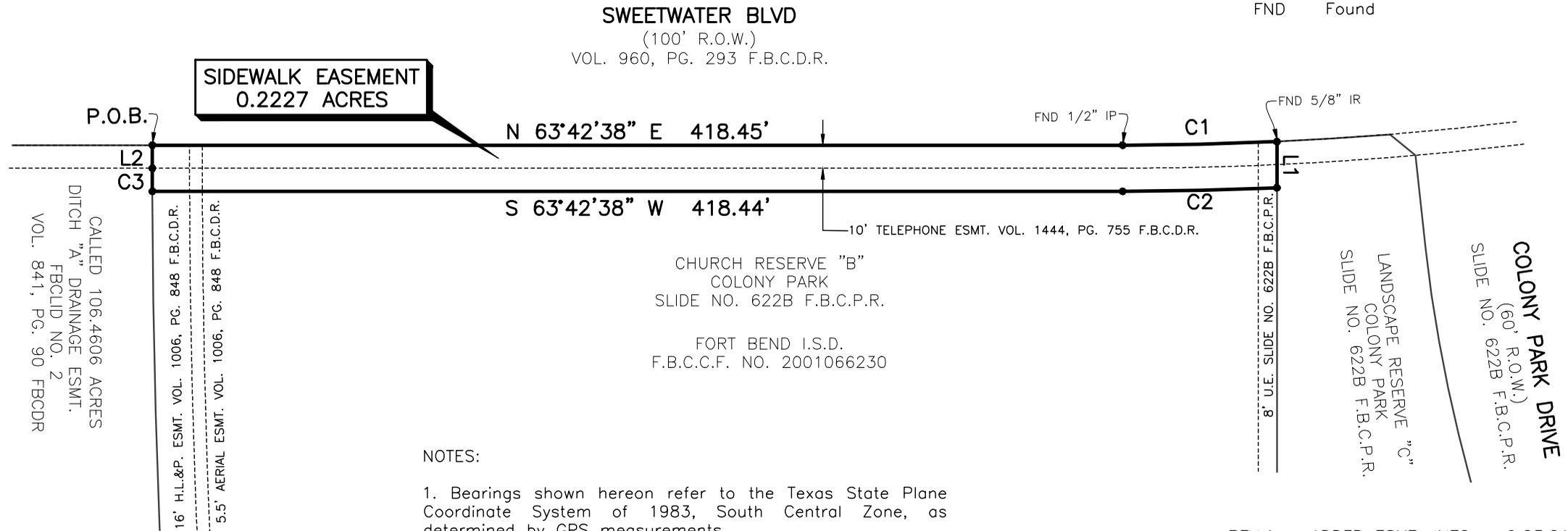
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 26°17'22" E	20.02'
L2	N 26°17'22" W	10.00'

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



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.

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	
	20' SIDEWALK EASEMENT 0.2227 ACRE ELIJAH ALLCORN SURVEY ABSTRACT NO. 1 FOR BEND COUNTY, TEXAS	
DATE: MARCH, 2021	SCALE: 1"= 60'	JOB NO.: 191-090-00
DWG. NAME: 19109000-SWE1.dwg		DRAWING NO.: NONE