

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

Monday, February 14, 2022

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This is Notice that the Fort Bend Independent School District Board of Trustees will hold a Public Budget Hearing on Monday, February 14, 2022, beginning at 6:00 PM in the Board Room of the Fort Bend ISD Administration Building, 16431 Lexington Blvd., Sugar Land, TX 77479. 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>.

Members of the public may view the live stream of the meeting at following address:  
<https://www.fortbendisd.com/BoardMeetingLivestream>. Members of the public may also address the Board during public comment.

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. National Anthem
3. Invocation
4. Recognitions 3
5. Audience Items
6. Information 6
  - A. PASA Demographic Update
7. Board Members' Report
  - A. Activity Report
  - B. Special Reports
8. Consent Agenda  
*All items under the Consent Agenda are acted upon by one motion. Upon a Board Member's request, any item on the Consent Agenda shall be moved to the Action portion of the regular agenda.*
  - A. Consideration and approval of the FBISD District of Innovation Renewal Plan. 52
  - B. Consideration and approval of the Memorandum of Understanding for Baker Ripley. 67

C. Consideration and approval of the Annual Financial Audit Engagement Letter.	90
D. Consideration and approval of the Efficiency Audit Engagement Letter.	101
E. Consideration and approval for Delinquent Account Collections Services.	111
F. Consideration and approval of the Committed Fund Balance Resolution.	115
G. Consideration and approval of Purchases Exceeding \$50,000. Specifically for:	
1. Consideration and approval for continued purchase of school bus parts, services and related items from multiple vendors.	120
2. Consideration and approval for PTSN Telephony Access-POTS/PRI and related items.	122
3. Consideration and approval for continued purchase of flooring services, installations and related items from multiple vendors.	
4. Consideration and approval for purchase of Facilities Management Software Subscription from Dude Solutions, Inc.	126
5. Consideration and approval for the purchase of wide area network (WAN) fiber services.	128

9. Convene in closed session under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student.

A. Deliberate assigning Level 3 employee grievance appeal to the Board designated Hearing Officer, Myra Schexnayder, or a future board meeting.

10. Reconvene in Open Session

11. Consider Action on Closed Session Items

12. 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: February 14, 2022**  
**Action: Recognitions**  
**Department: Communications**

**Recommendation**

The Administration recommends that the Board recognize:

- Fort Bend ISD Band, Choir, and Orchestra student-musicians who earned Texas All-State recognitions
- Two Fort Bend ISD counselors earn the Counselors Reinforcing Excellence for Students in Texas (CREST) award
- Fort Bend ISD Purchasing & Materials Management Department for receiving the Texas Association of School Board Officials (TASBO) Award of Merit
- Executive Director, Elementary Schools in the Department of School Leadership for receiving the Dr. Patricia Ackerman Leadership Award

**Summary**

The FBISD Fine Arts Department would like to congratulate the 52 outstanding high school student-musicians selected this year by competitive audition for the Texas All-State Band, Choir, and Orchestra sponsored by the Texas Music Educators Association. Students are chosen for this honor by participating in a series of rigorous auditions. Over 70,000 students initially entered the competition process with only 1,875 students earning a seat in one of 18 All-State ensembles.

Band Name	School	Directors
Dewey Palmer	Clements HS	Directors: Jeff Johnson, Bryan Waites, Leslie Flynn, and Kate Thane
Andres Nassar	Clements HS	
Maximus Young	Clements HS	
Jesse McIntyre, Jr	Dulles HS	Directors: Joe Pruitt, Arnel Dayrit, and Spencer Clayton
Katherine Hwang	Dulles HS	
C.J. Butera III	Elkins HS	Directors: Chad Collins, Joseph Chen, and John Grant
Kavi Shah	Elkins HS	
Justin Wei	Elkins HS	
Alex Hory	Ridge Point HS	Directors: Luis Saldaña, William Burson, and
Aaron Price	Ridge Point HS	
Tyler Kersey	Ridge Point HS	
James Wallace	Ridge Point HS	

Christopher Baños

Choir		Directors
Name	School	
Christina Pendleton	Clements HS	
Sofie Marino	Clements HS	Directors: Janet Menzie and Ryan Bogner
Pari Dhawan	Elkins HS	
Alessandro Gucciardi	Elkins HS	Director: John Richardson
Hobed Saravia	George Bush HS	Director: Arianna Sandoval
Kaylyn Davis	Ridge Point HS	
Zachary Mok	Ridge Point HS	
Isabela Elizondo-Collado	Ridge Point HS	Directors: Chelsea Berner and Stewart Gaitan-Garcia
Domale Baabel	Travis HS	
Michael Hall	Travis HS	
Nicholas Pappas	Travis HS	Director: Debra Siebert

Orchestra		Directors
Name	School	
Christopher Fu	Austin HS	
Eric Jia	Austin HS	
Andy Jiang	Austin HS	
Christine Li	Austin HS	
Eric Liang	Austin HS	
Natalie Su	Austin HS	
Nathan Su	Austin HS	
Chi-Yun Chien	Austin HS	Directors: Ann Victor and Zoran Jasmak

Alexander Nguyen	Clements HS	
Sage Wang	Clements HS	
Guanfa (Felix) Shen	Clements HS	
Andy Zhou	Clements HS	
Alice Zhong	Clements HS	
Emma Wang	Clements HS	
Alex Song	Clements HS	
Albon Wu	Clements HS	
Aryan Bora	Clements HS	
Iyan Sonesra	Clements HS	
Ayi Ekhaese	Clements HS	Directors: Neal Springer and Emory Daniel
Claire Draney	Dulles HS	
Timothy Feng	Dulles HS	

Jeffery Li Dulles HS  
Lillian Liao Dulles HS  
Kendall Wu Dulles HS  
Tommy Yu Dulles HS  
Will Horiszny Dulles HS

Directors: Michael Isadore and  
Angela Yip

Nafee Karim Kempner HS  
Ryder Jensen Travis HS  
Luis Urdaneta Travis HS

Director: Marea Franklin

Director: Sabrina Behrens

Counselors, Karen Powell from Mission West Elementary and Missy Masters from Cornerstone Elementary earned the Counselors Reinforcing Excellence for Students in Texas (CREST) Award for Counseling Excellence for 2021-22. The CREST award recognizes counseling programs that demonstrate effective school counseling programs designed and implemented while emphasizing a commitment to obtaining results that boost achievement and wellness for students.

The FBISD Purchasing & Materials Management Department has received the Texas Association of School Board Officials (TASBO) Award of Merit. The Award of Merit was created to recognize Texas School Districts, open-enrollment charter schools, and education services centers that are committed to following professional standards in the acquisition of goods and services.

Rhonda Mason, Executive Director Elementary Schools, in the Department of School Leadership was selected as the first recipient of the Dr. Patricia Ackerman Leadership Award from the Houston Area Alliance of Black School Educators (HASBE).

Recommended by:

Dr. Christie Whitbeck  
Superintendent of Schools

Submitted by:

Veronica V. Sopher  
Chief Communications Officer

**For: Fort Bend ISD Board of Trustees**  
**Date: February 14, 2022**  
**Action: Information: Annual Demographic Update**  
**References: Board Policy: CV(Legal)**  
**Department: Collaborative Communities**

**Summary**

The District's demographer, Population and Survey Analysts (PASA), will provide an overview of the 2022-23 Demographic Update, which will include the following:

- Projections of new housing
- Economic and employment trends
- Student enrollment projections through the year 2031 and
- Low Growth, Moderate Growth, and High Growth Scenarios District-wide for the next ten years

Recommended by:

Dr. Christie Whitbeck  
Superintendent of Schools

Submitted by:

Dr. Kwabena Mensah  
Department of School Leadership

Spring 2022

Population and Survey Analysts  
[www.pasatx.com](http://www.pasatx.com)



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# Fort Bend ISD

## Demographic Study

# 2021-22 Demographic Study

## Pandemic's Effect on Enrollment

PASA estimates 2,100–2,500 students could remain at home or in alternative virtual schooling.

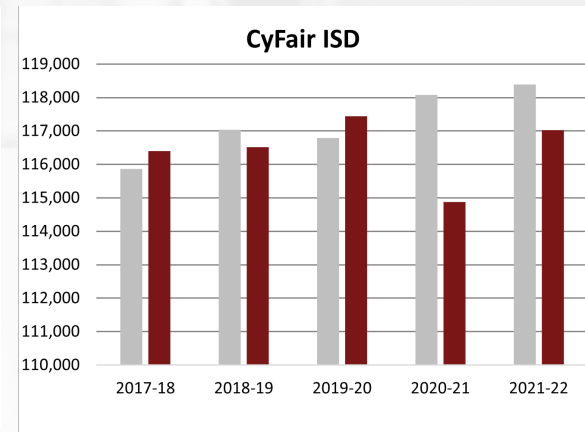
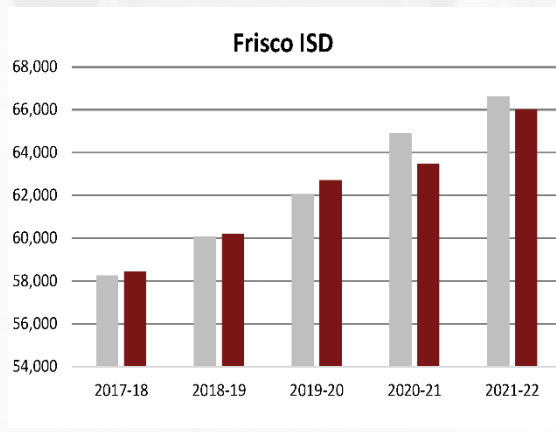
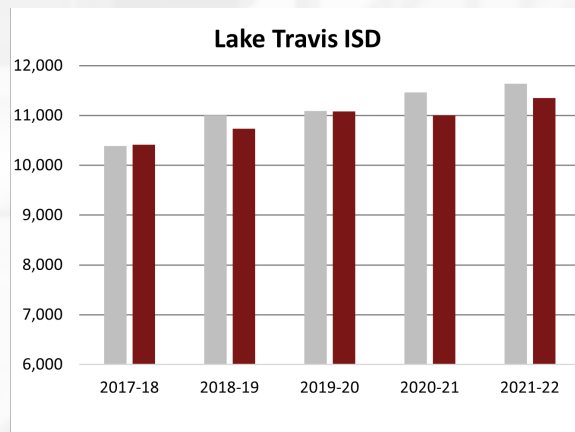
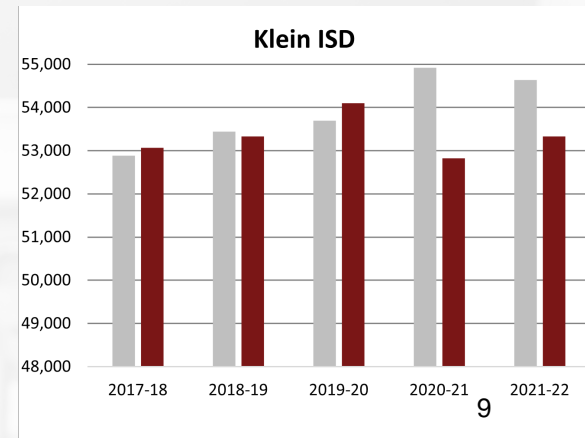
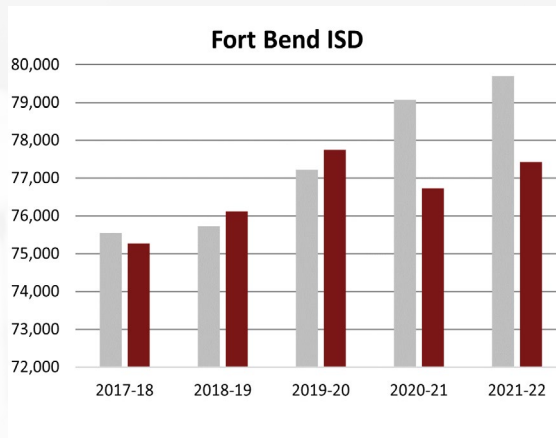
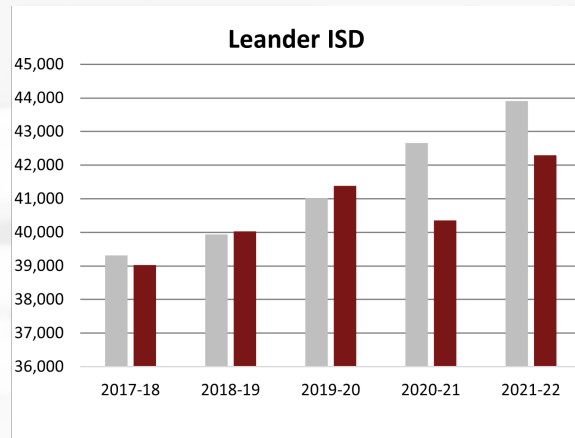
## Charter School Expansions

## New Developments in North-Central FBISD

Harvest Green expansion and Bono Tract



# COVID Impact on Enrollment



■ Projected    ■ Enrollment

# Regional Economy



## 01 Employment in Houston Metro

- 81% of jobs recovered
- 2022 Outlook: + 75,500 jobs

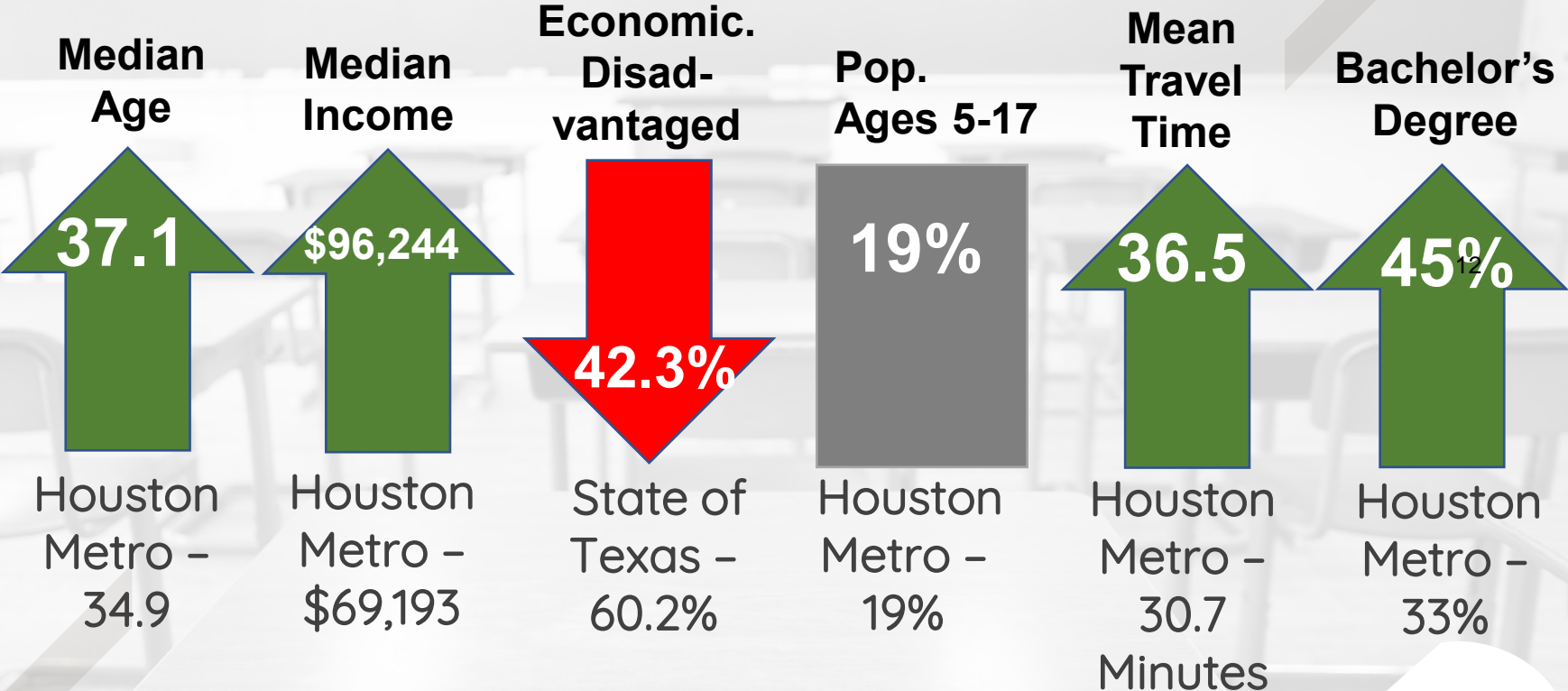
## 02 New Home Construction

- The new housing market has been <sup>10</sup>robust
  - Existing home listings rising
  - Historically low mortgage rates
  - Mortgage application growth has started to stabilize in late summer
  - Rising values everywhere

# Demographic Trends

# Demographic Characteristics

Sources: U.S. Census Bureau, American Community Survey;  
Texas Education Agency

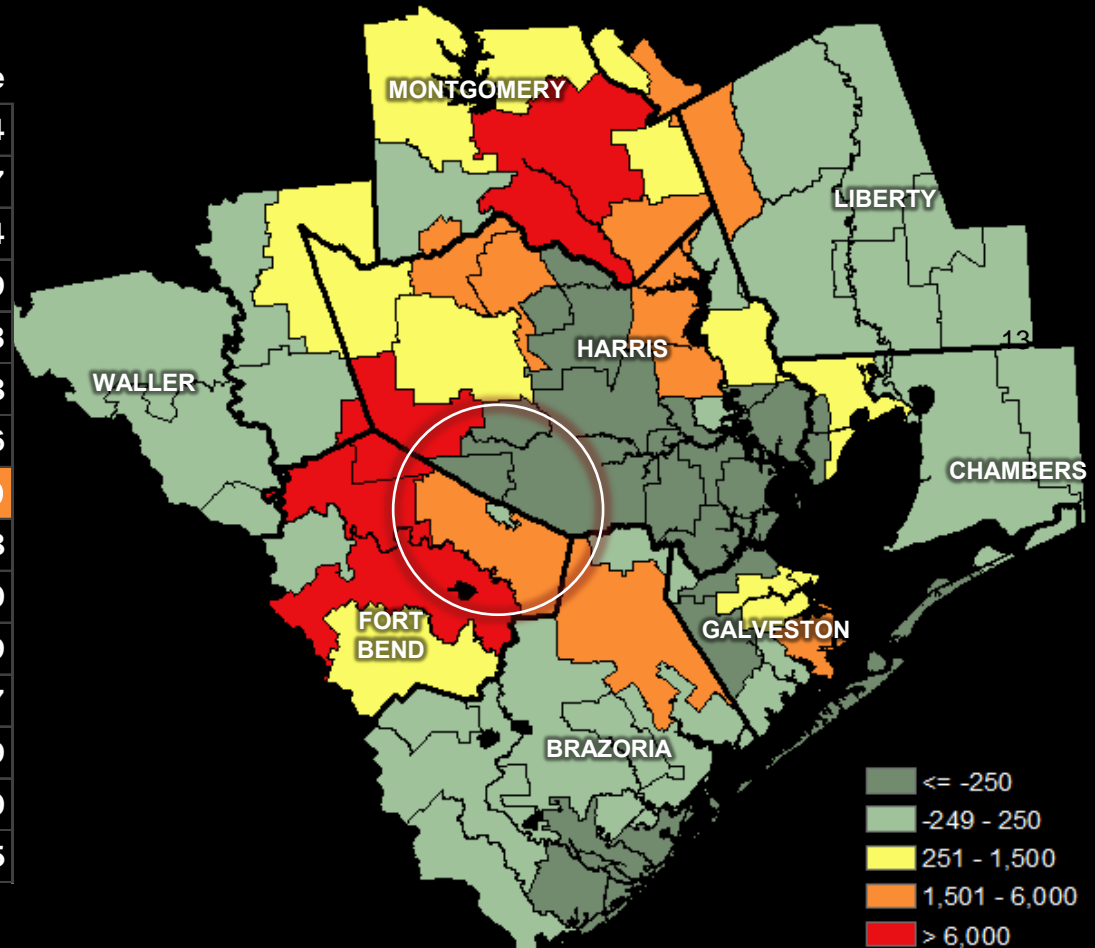


# Numeric Change in Enrollment

## Fall 2015 to Fall 2020, Houston Metro



	School District	Change
1	Katy ISD	11,224
2	Lamar CISD	6,827
3	Conroe ISD	6,324
4	Humble ISD	4,979
5	Alvin ISD	4,823
6	Cleveland ISD	4,748
7	Tomball ISD	4,546
8	<b>Fort Bend ISD</b>	<b>3,620</b>
9	New Caney ISD	2,458
10	Klein ISD	2,230
11	Sheldon ISD	1,729
12	Texas City ISD	1,647
13	Barbers Hill ISD	1,339
14	Waller ISD	1,190
15	Cypress-Fairbanks ISD	945



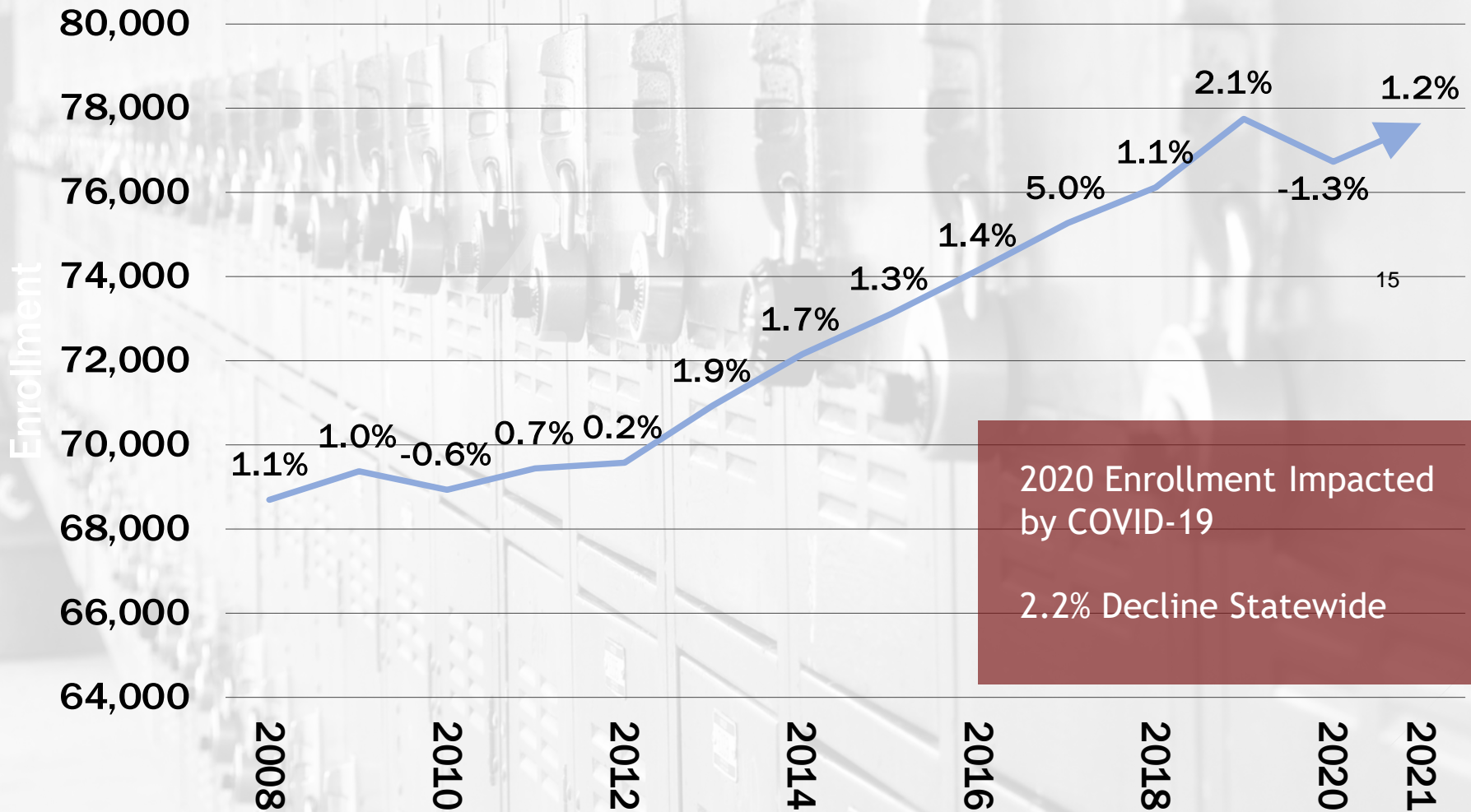
# Change in Enrollment (2019-20 to 2020-21)

## 20 Largest Texas School Districts

Rank	District Name	2020-21	2019-20	Growth	
				Numeric	Percent
1	FRISCO ISD	63,493	62,705	788	1.3%
2	KATY ISD	84,176	83,423	753	0.9%
3	CONROE ISD	64,563	64,799	-236	-0.4%
<b>4</b>	<b>FORT BEND ISD</b>	<b>76,735</b>	<b>77,756</b>	<b>-1,021</b>	<b>-1.3%</b>
5	KLEIN ISD	52,824	54,096	-1,272	-2.4%
6	GARLAND ISD	53,921	55,701	-1,780	-3.2%
7	PASADENA ISD	50,614	52,878	-2,264	-4.3%
8	PLANO ISD	50,154	52,629	-2,475	-4.7%
9	CYPRESS-FAIRBANKS ISD	114,881	117,446	-2,565	-2.2%
10	ROUND ROCK ISD	48,302	50,953	-2,651	-5.2%

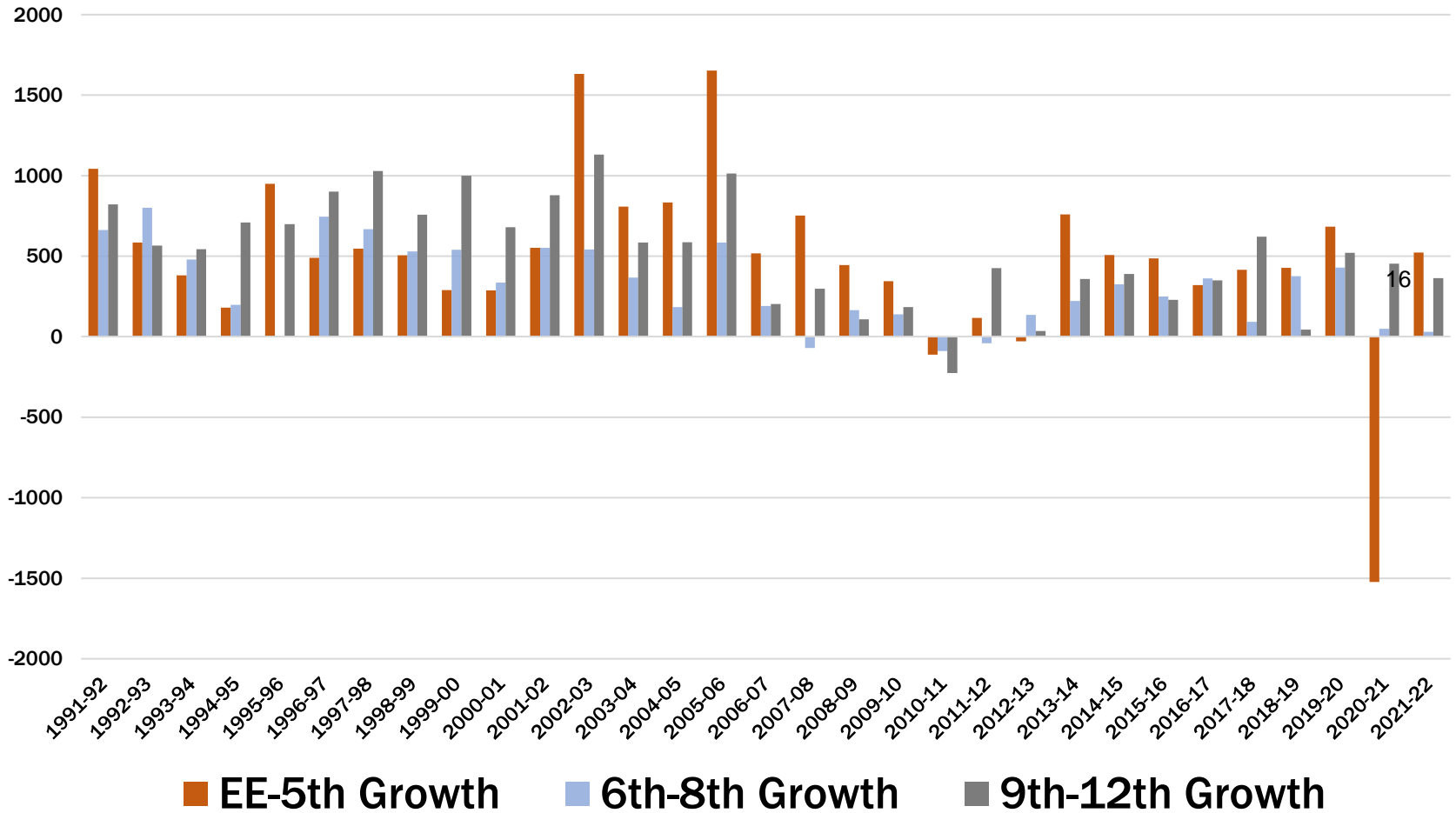


# Annual Growth Rates



2020 Enrollment Impacted by COVID-19  
2.2% Decline Statewide

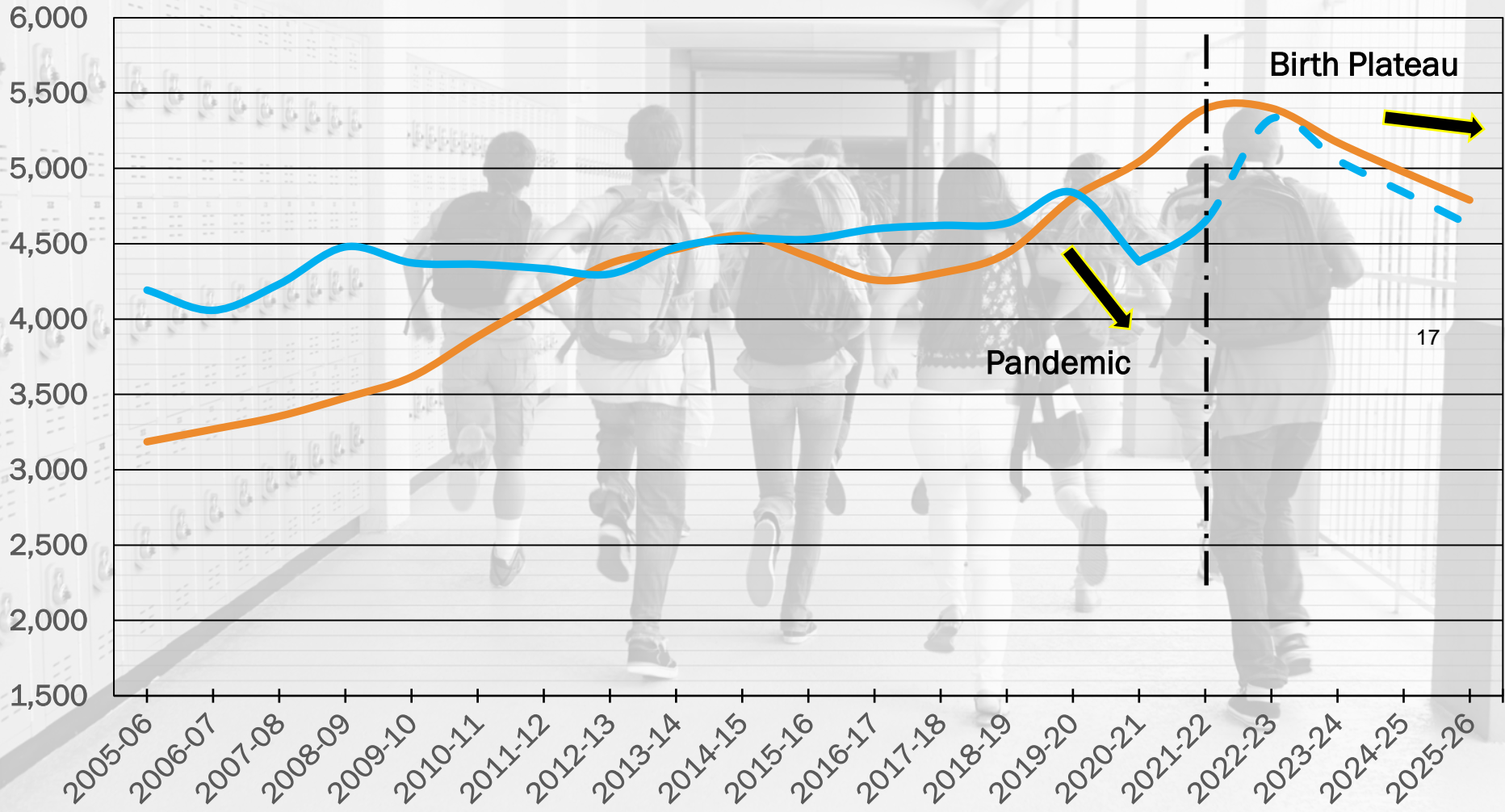
# Historical Growth by Grade Group



# Kindergarten Enrollment vs. Live Births



— Births (Adjusted Five Years)      — Kindergarten Enrollment

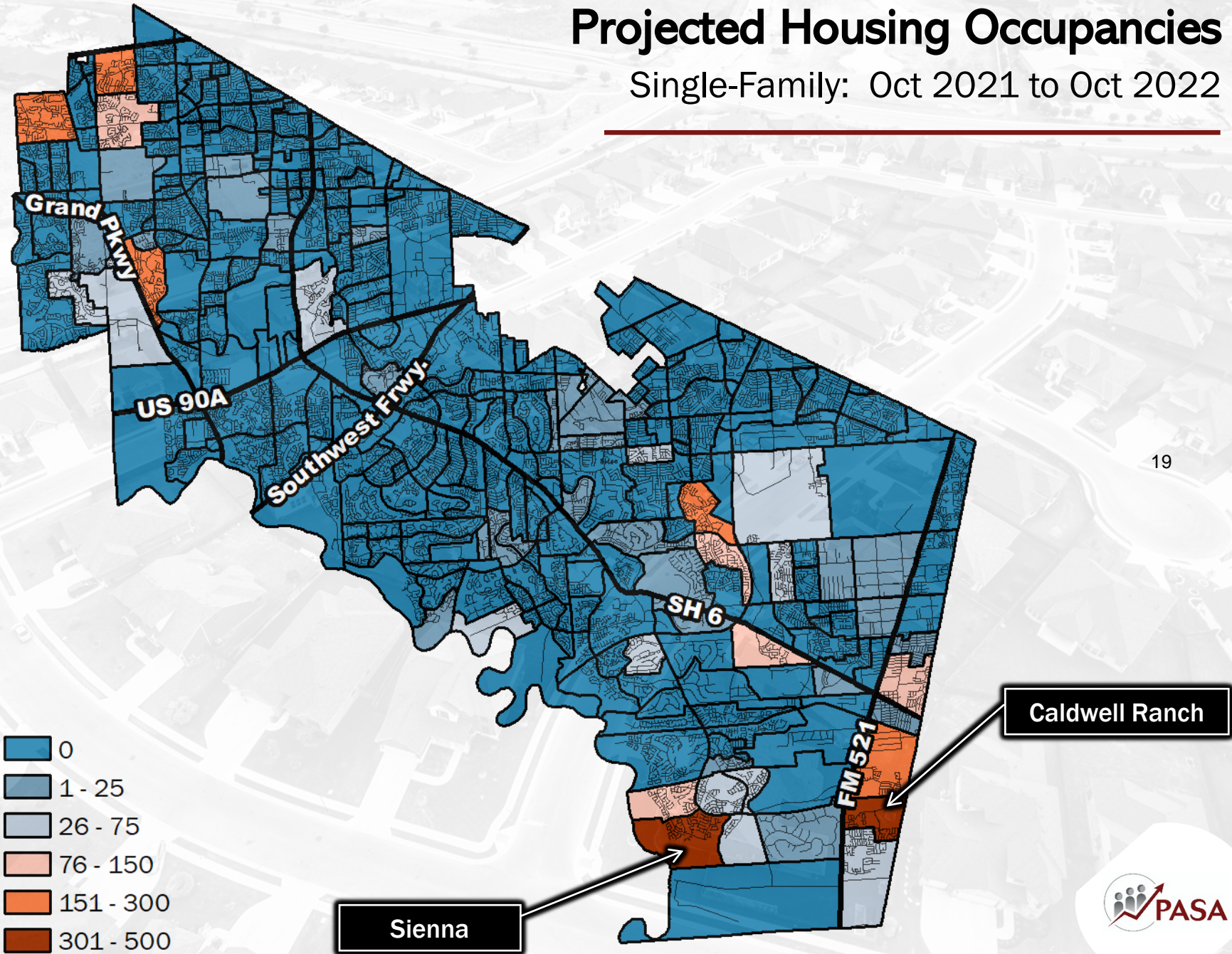


# Housing Trends

18

# Projected Housing Occupancies

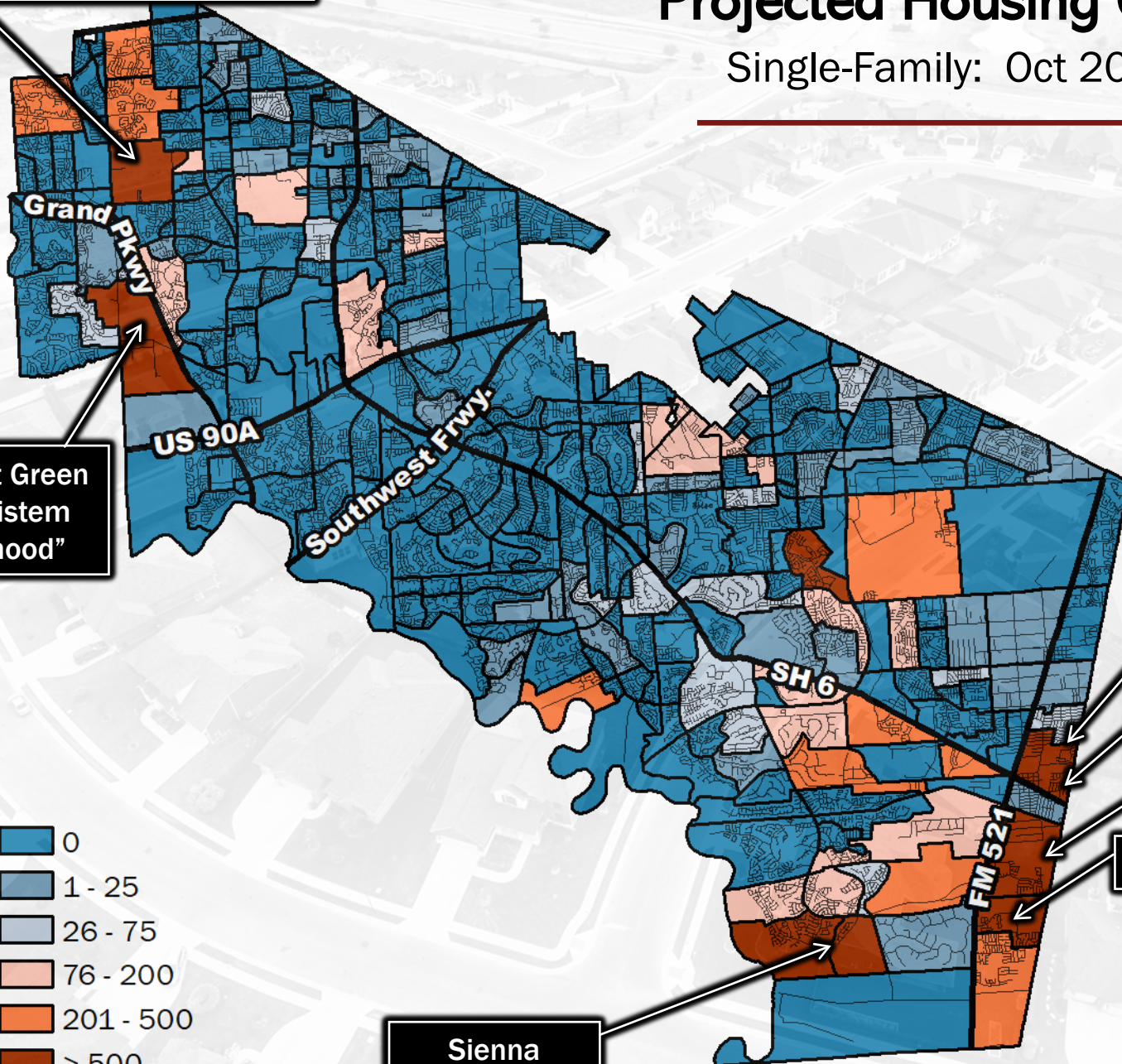
Single-Family: Oct 2021 to Oct 2022



Bono Tract: Taylor Morrison

# Projected Housing Occupancies

Single-Family: Oct 2021 to Oct 2026



Harvest Green + Meristem "Agrihood"

- 0
- 1 - 25
- 26 - 75
- 76 - 200
- 201 - 500
- > 500

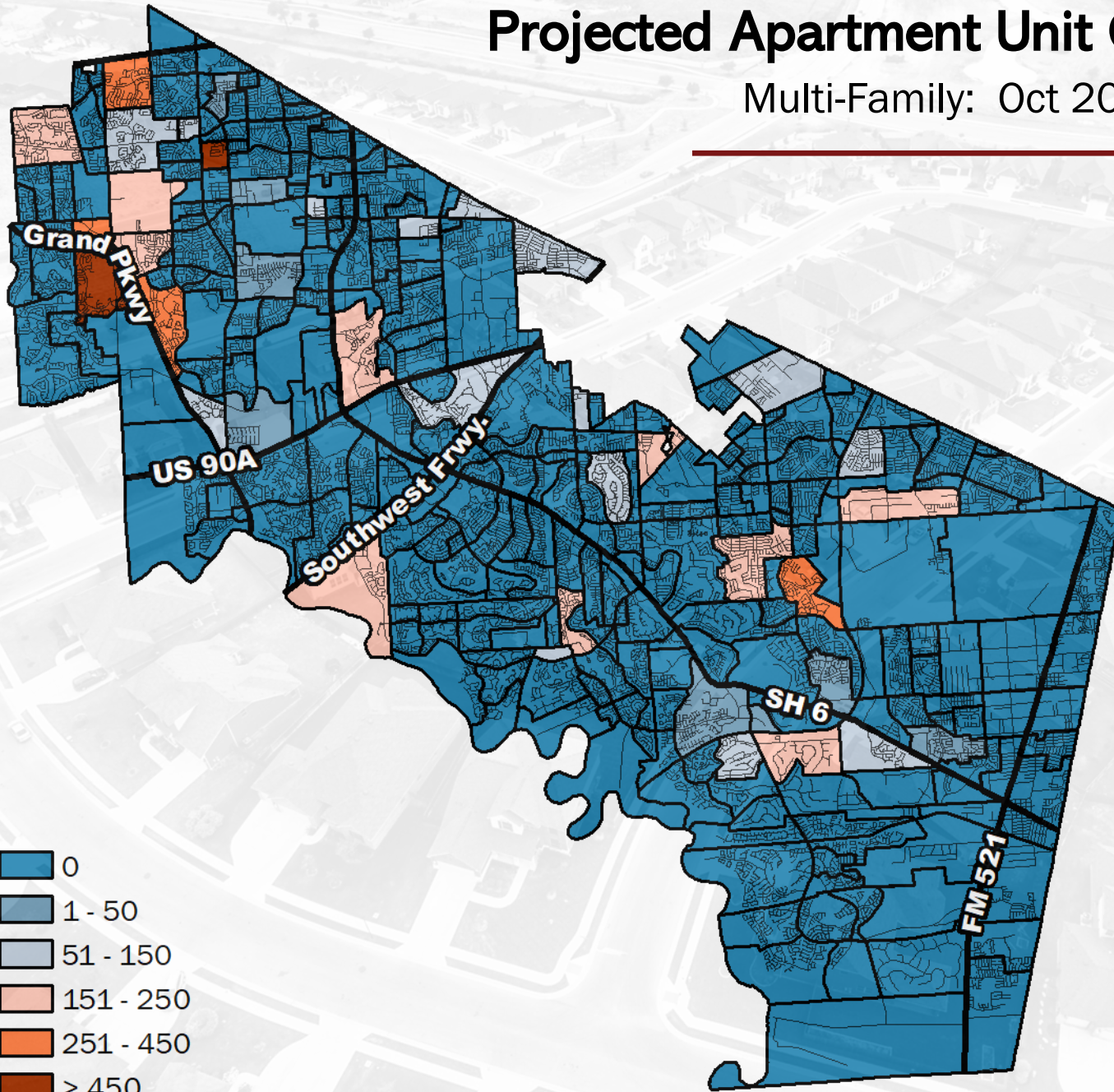
Sienna

- Lakes of Savannah
- Charleston Heights
- Glendale Lakes
- Caldwell Ranch



# Projected Apartment Unit Occupancies

Multi-Family: Oct 2021 to Oct 2026



# New Housing Trends Through 2031



## 01 Harvest Green, Meristem, & Bono Tract

- Combined 3,600 homes
- Rapid build-out of HG and Bono Tract: '23 to '26

## 02 Southeast FBISD

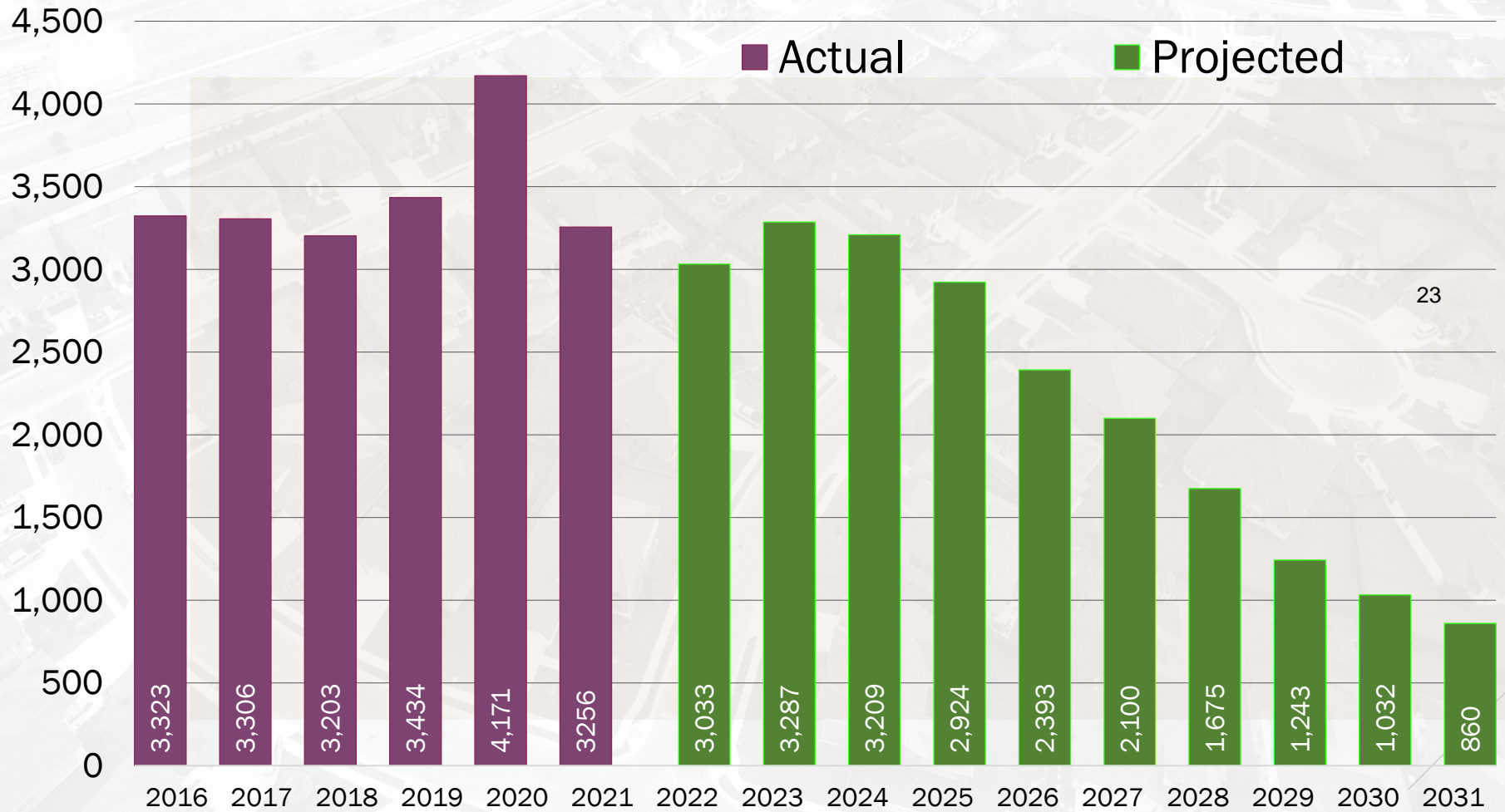
- Sienna: 5,400 homes left to be occupied <sup>22</sup>
- Caldwell, Huntington, & Glendale: 2,894 homes left
- 51% of all projected SF in FBISD

## 03 Multi-Family Housing

- Focus Area for next five years is the TX-99 Corridor
- Approximately 1,000 units projected annually in FBISD

## 04 Single-Family housing projected to decline

# New Single-Family Housing Occupancies in FBISD



# Students per Housing Unit

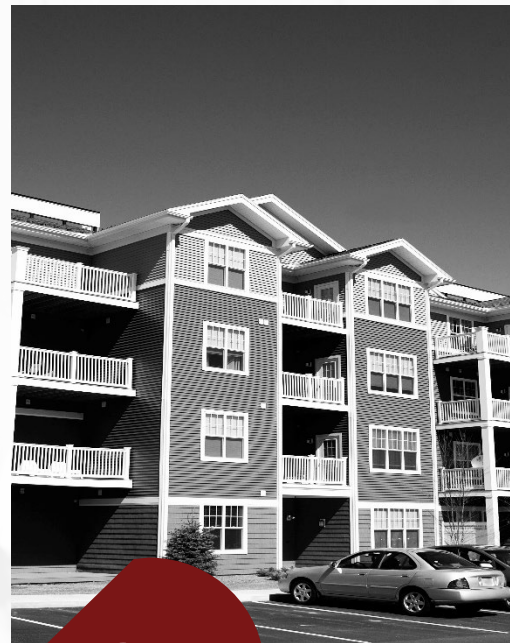
24

# Students per Household



**.51**

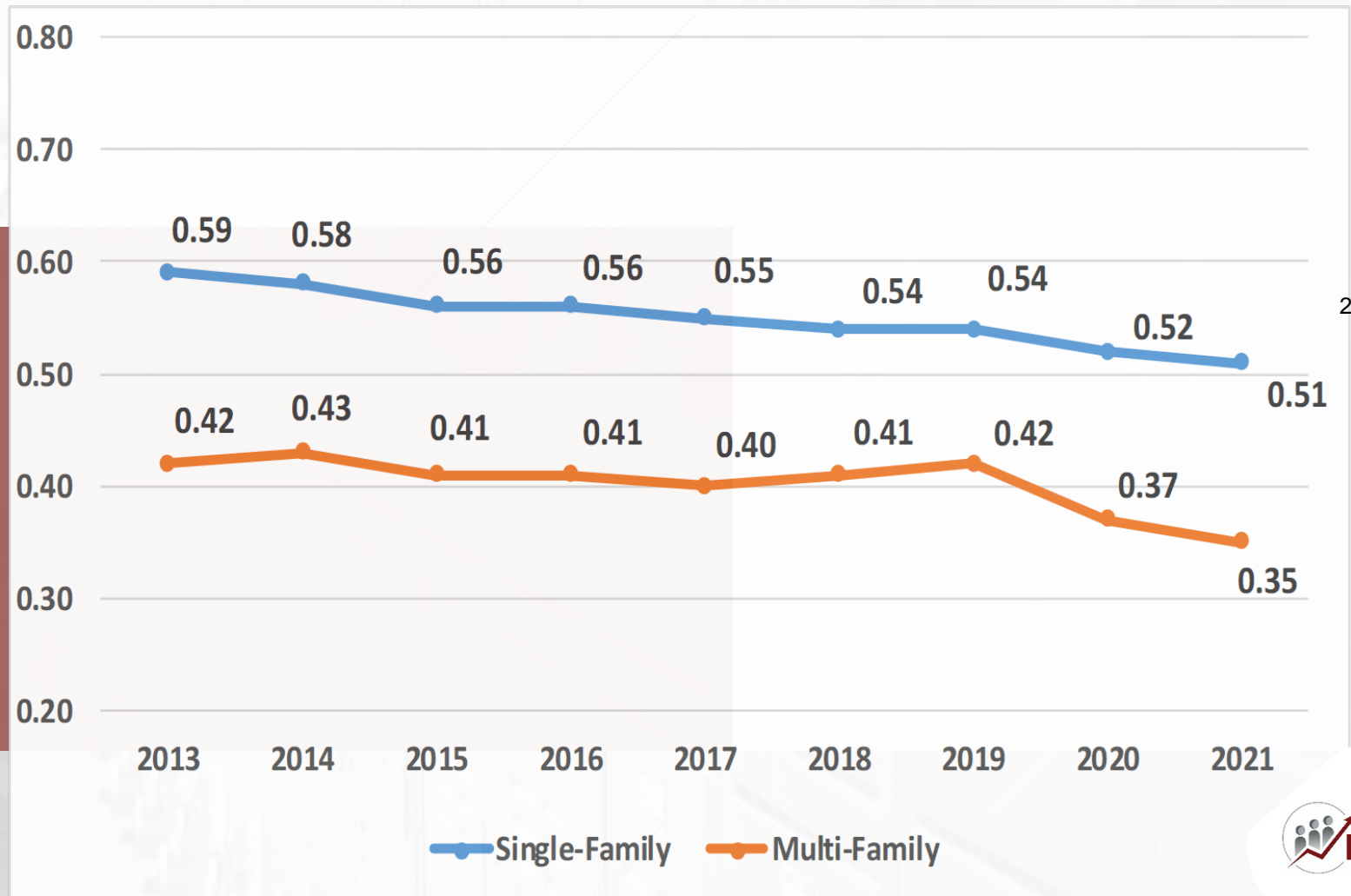
Single-Family



**.35**

Multi-Family

# Students per Home Over Time



26



## Private & Charter Schools

	2021-22	
<b>Resident Students</b>	<b>88,512</b>	
Attending FBISD	77,651	
Transfers into the District	829	27
<b>Attending and Residing in FBISD</b>	<b>76,822</b>	<b>(86.8%)</b>
Attending Private Schools <sup>1</sup>	4,882	(5.5%)
Attending Charter Schools <sup>2</sup>	4,978	(5.6%)
Attending Nearby Districts <sup>2</sup>	1,830	(2.1%)

<sup>1</sup> Source: PASA interviews (excludes PK enrollment)

<sup>2</sup> Sources: Texas Education Agency; PASA surveys

# Charter School Expansions 2022-23



## 01 Harmony Sugar Land Cluster

- New high school at 13738 Old Richmond Road
- The current W. Airport HS will become an elementary

## 02 Harmony Katy Area Cluster

- New high school at 21650 Bellaire Boulevard
- All grade levels will expand nearby as HS moves

## 03 KIPP Highway 6 Cluster

- Academy West HS (likely at 15022 Old Richmond Rd.)

## 04 IL Texas Fort Bend

- New K-8 with a capacity of 1,400 near Pecan Grove
- Historically builds and fully enrolls within a year

## 05 KIPP Journey & Mosaic; Houston Classical

# Charter School Expansions

## Next Five Years



### 01 Between 2015 and 2020

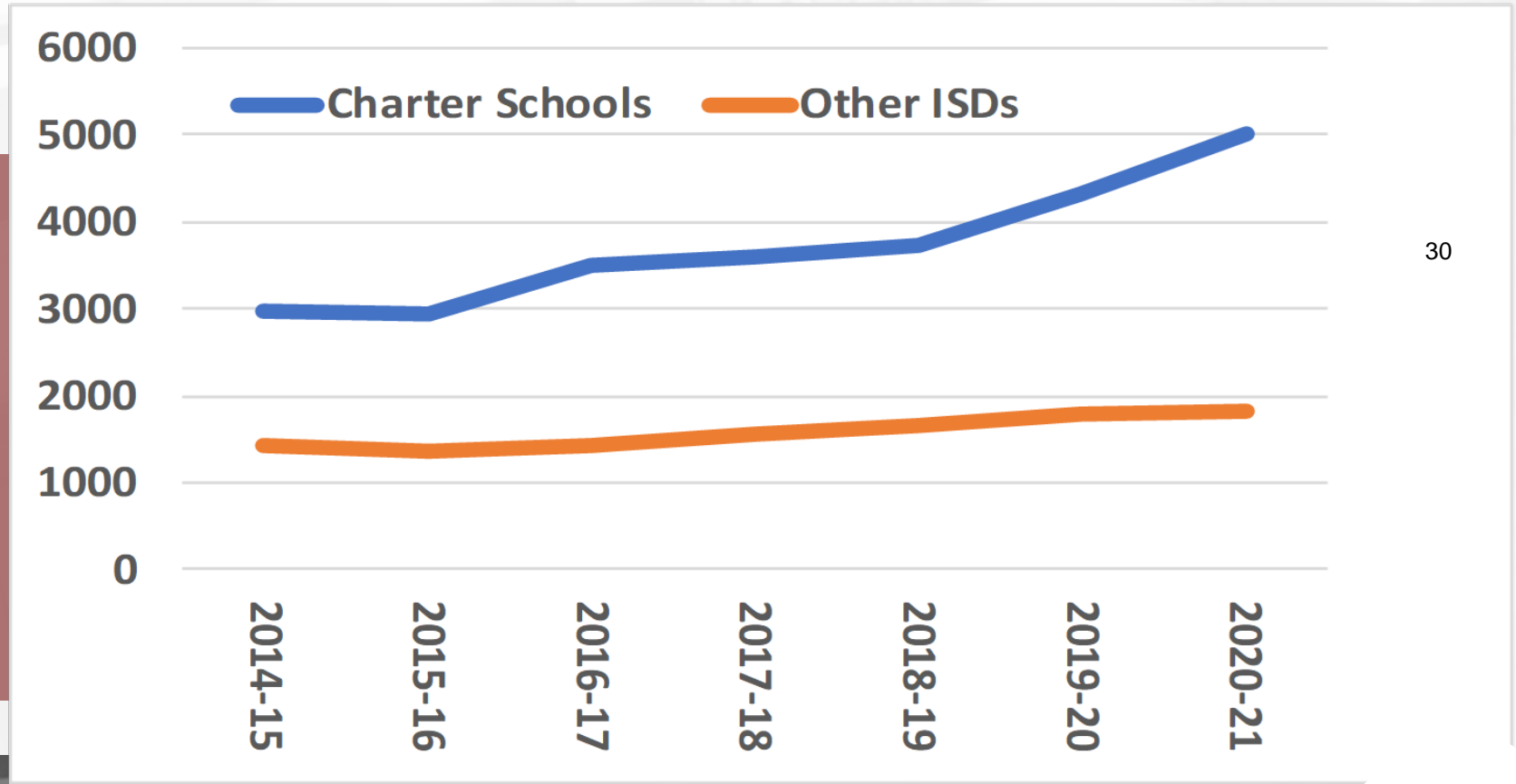
- Charter enrollment of FBISD residents increased by 71%, an increase of 2,094 students.

### 02 Today through Fall 2026

- An additional 1,670 students from FBISD are projected to enroll in charter schools.

29

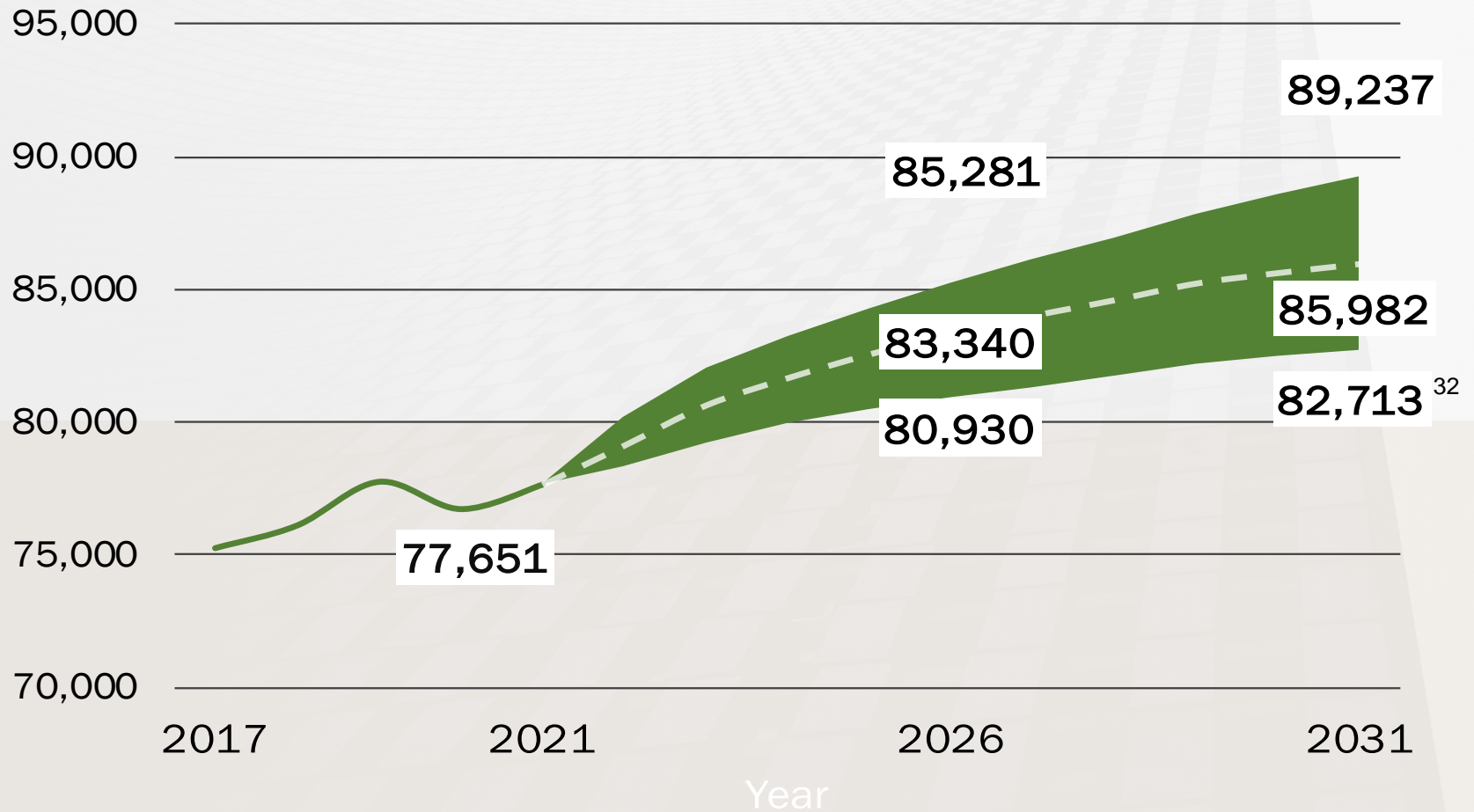
# Change in Enrollment in Other Schools



# Student Projections

31

# Three Scenarios of Growth



Low/High Range

Actual

Projected



# 2022-23 Projected Enrollment

77,651

October 2021

78,314

**Low Growth**

- IL Texas Fort Bend opens w/ 500+ from FBISD enrolled in August
- 20% of “missing COVID students” return

33

79,131

**Moderate Growth**

- IL Texas Fort Bend does not open in August
- Housing market remains stable in 2022
- 40% COVID-recapture

80,183

**High Growth**

- 75% COVID-recapture

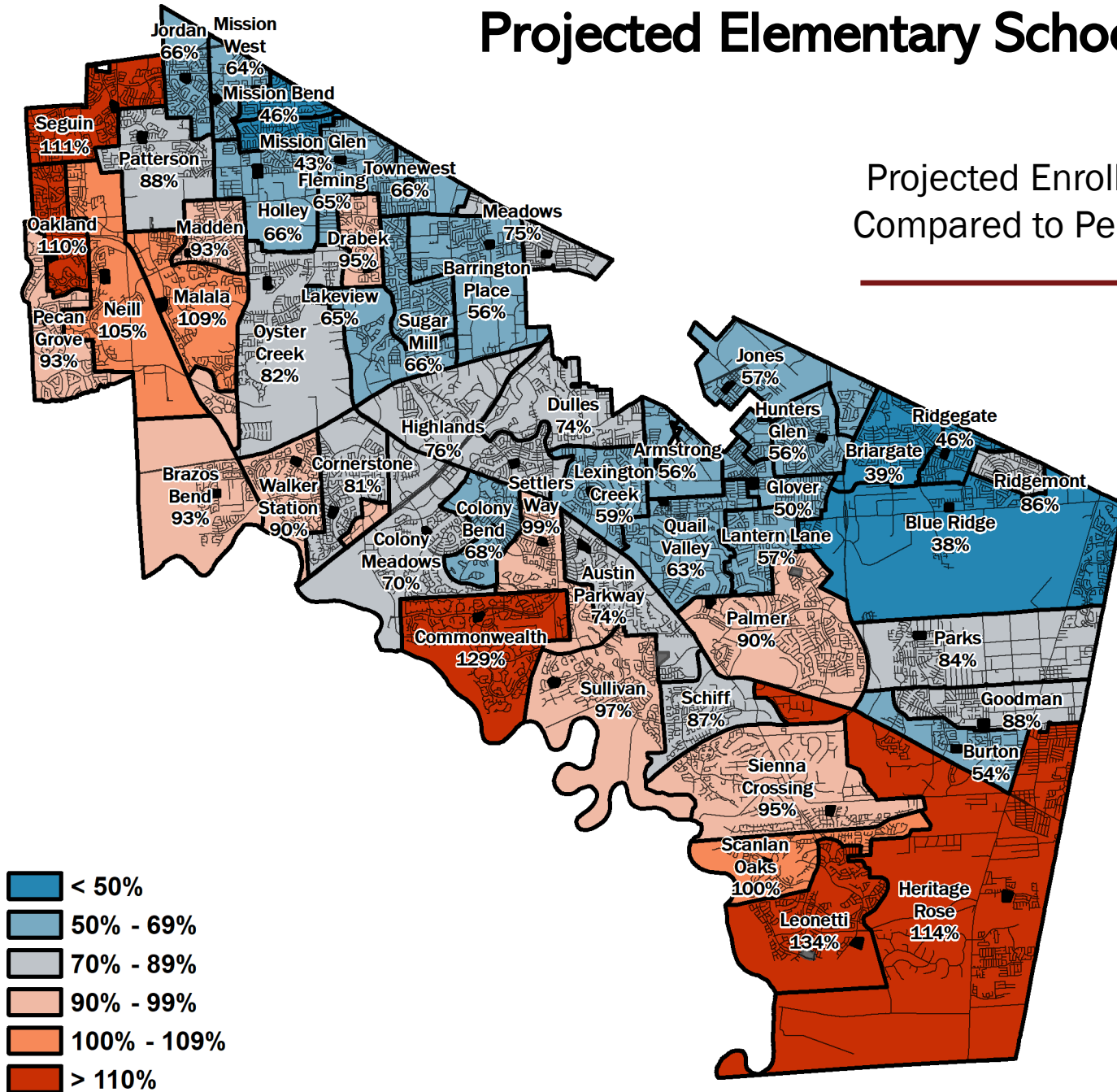


# Short-Term Planning

84

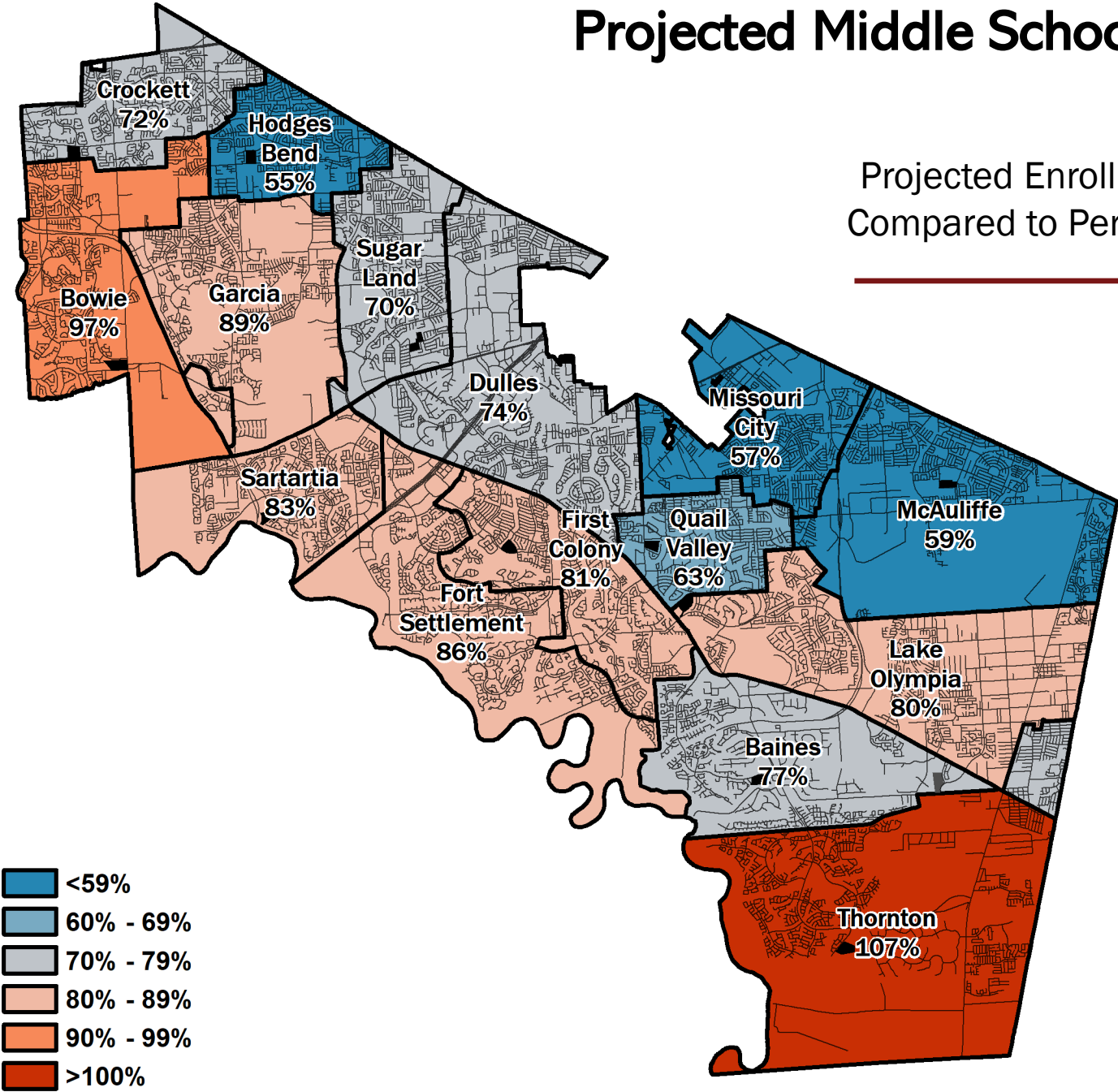
# Projected Elementary School Utilization 2022-23

Projected Enrollment in 2022-23  
Compared to Permanent Capacity



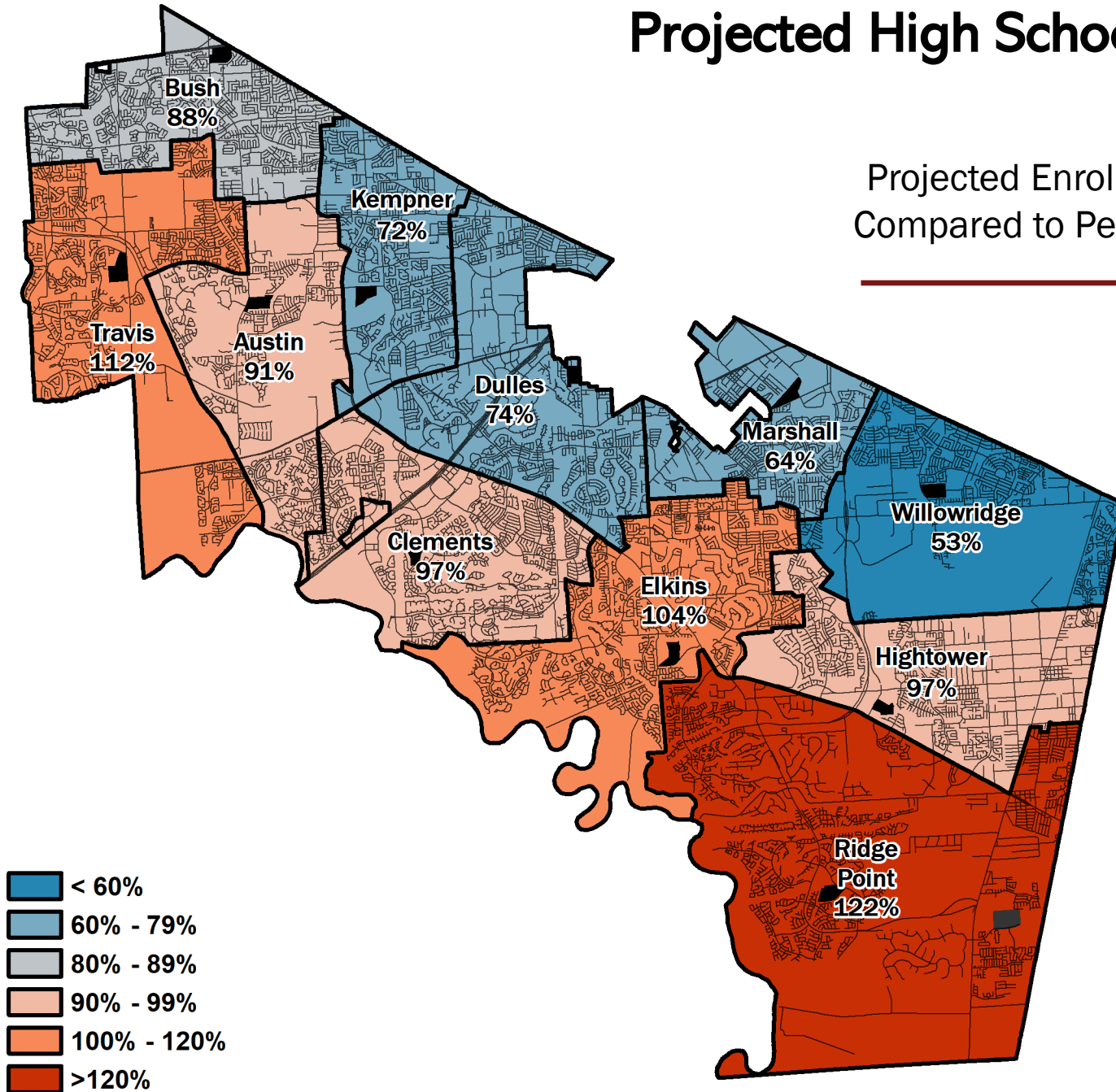
# Projected Middle School Utilization 2022-23

Projected Enrollment in 2022-23  
Compared to Permanent Capacity



# Projected High School Utilization 2022-23

Projected Enrollment in 2022-23  
Compared to Permanent Capacity



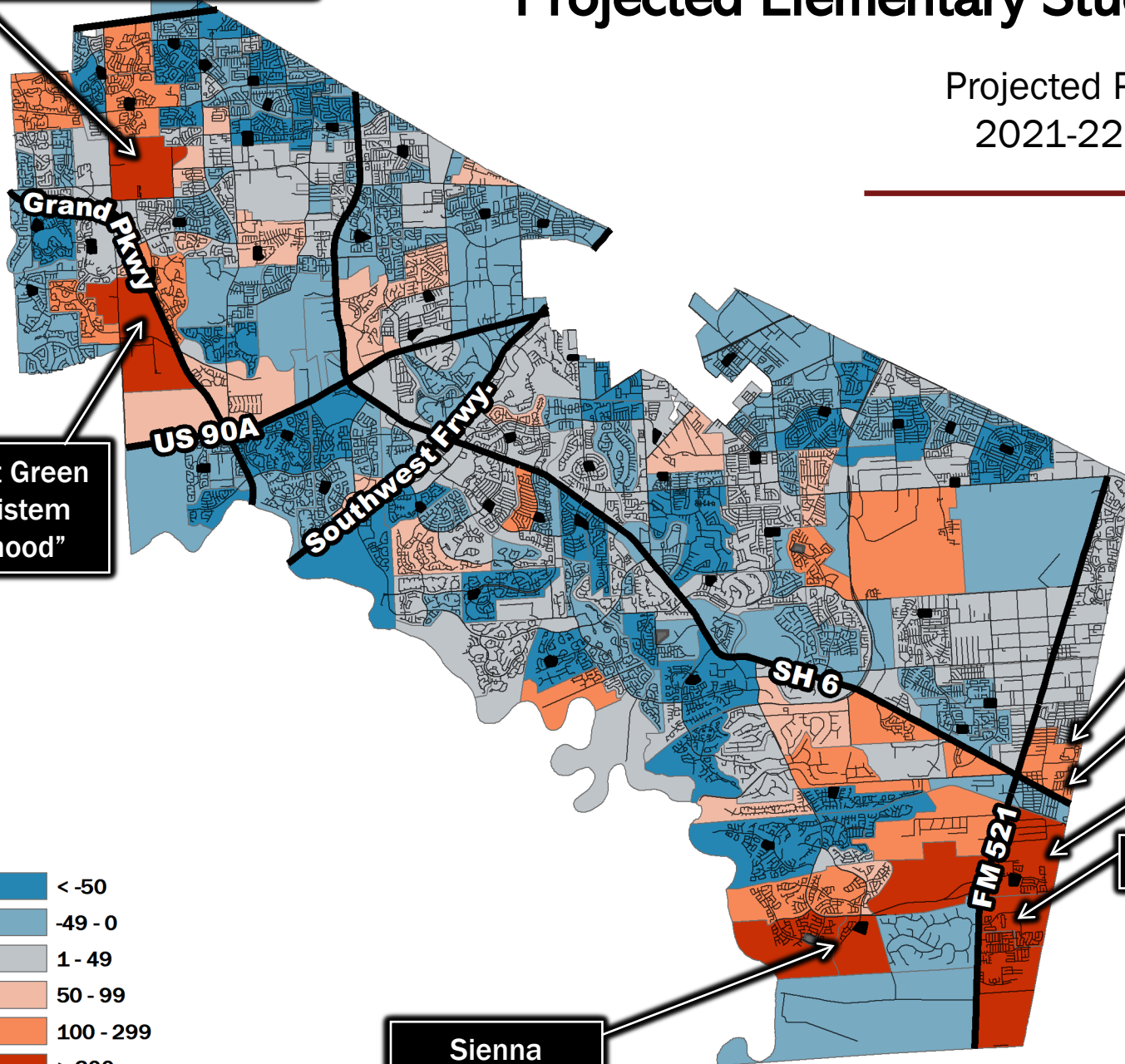
# Long-Range Planning

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Bono Tract: Taylor Morrison

# Projected Elementary Student Growth

Projected Population Growth  
2021-22 through 2031-32



Harvest Green  
+ Meristem  
"Agrihood"

Sienna

Lakes of Savannah

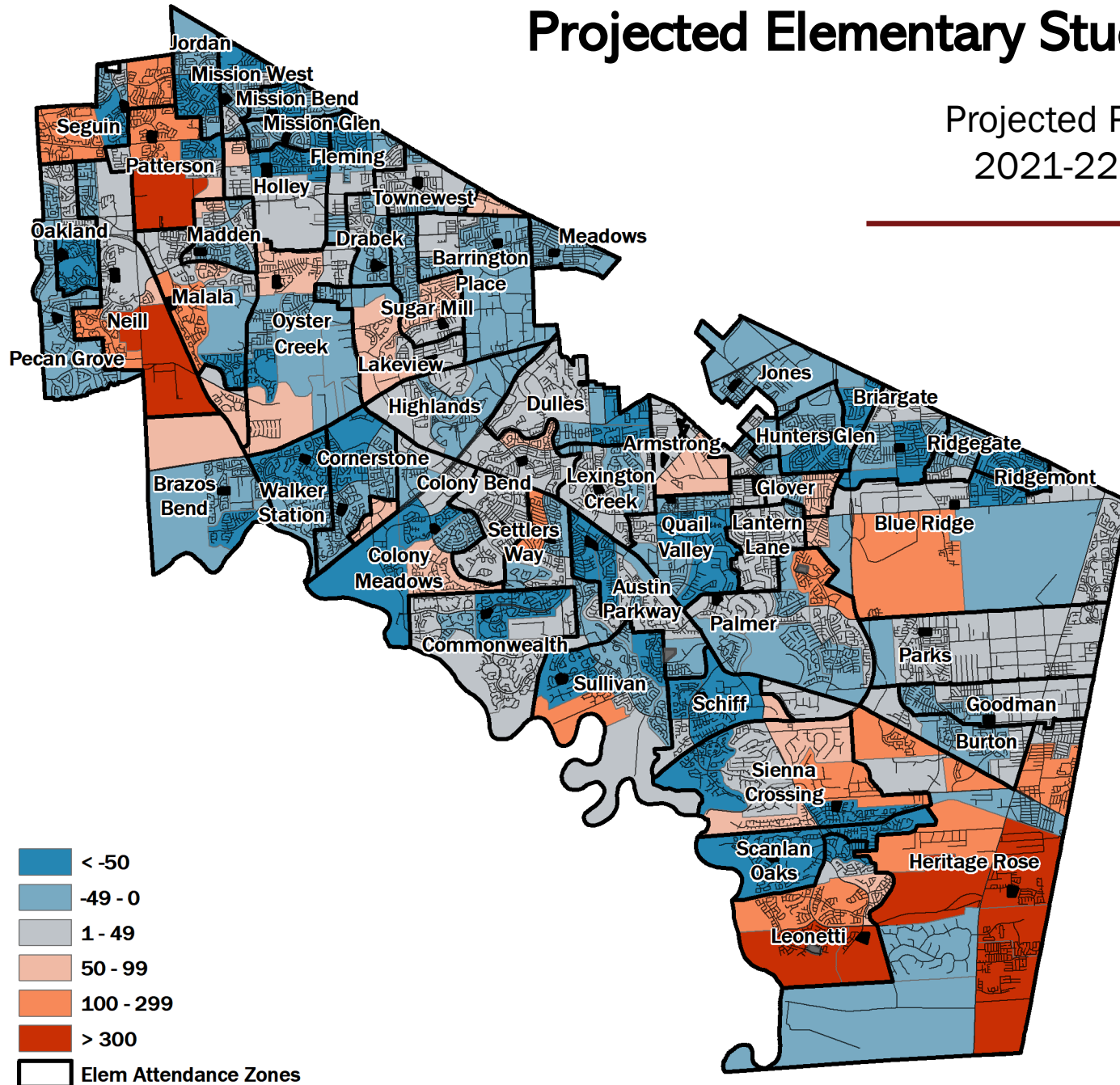
Charleston Heights

Glendale Lakes

Caldwell Ranch

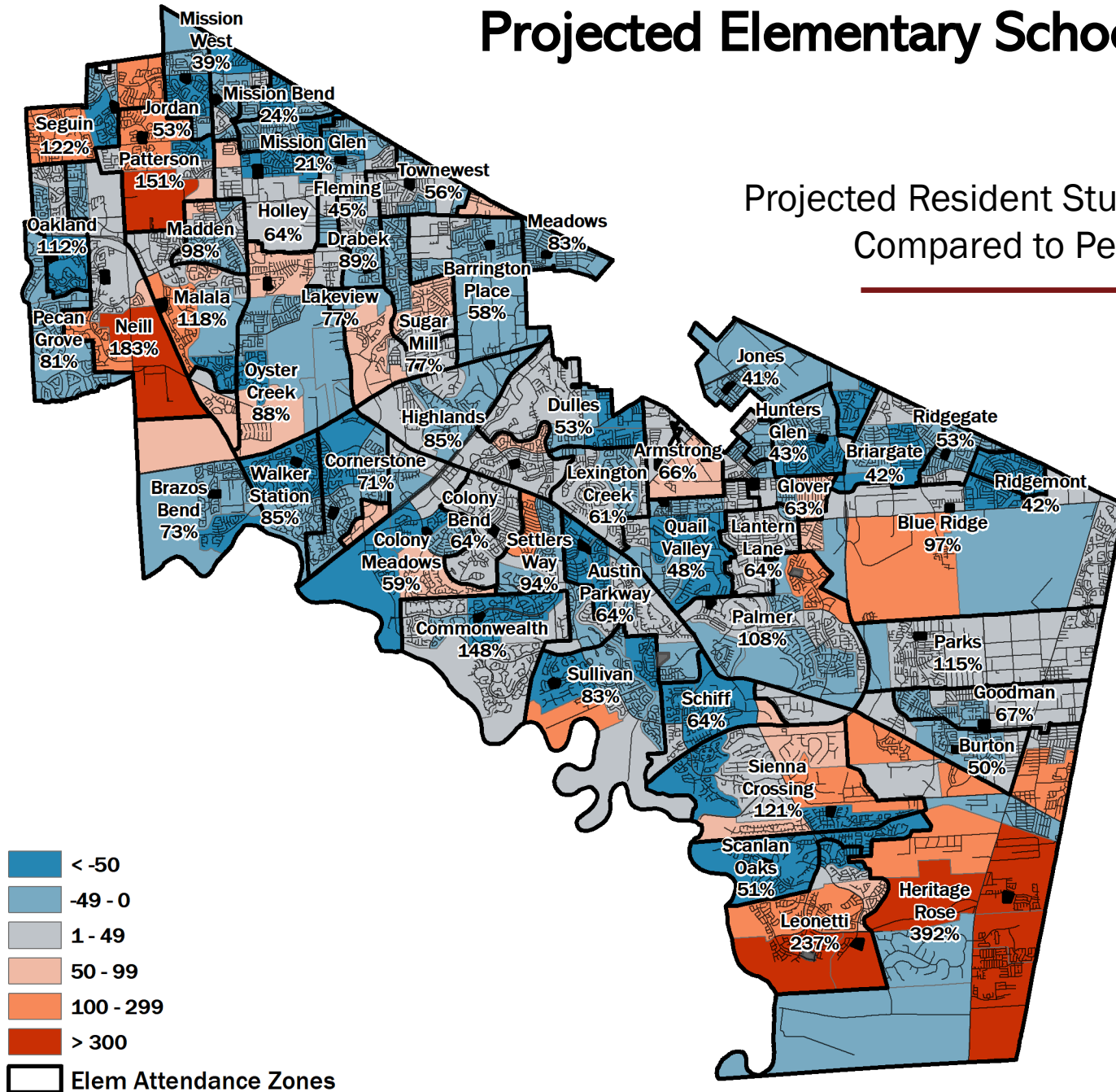
# Projected Elementary Student Growth

Projected Population Growth  
2021-22 through 2031-32

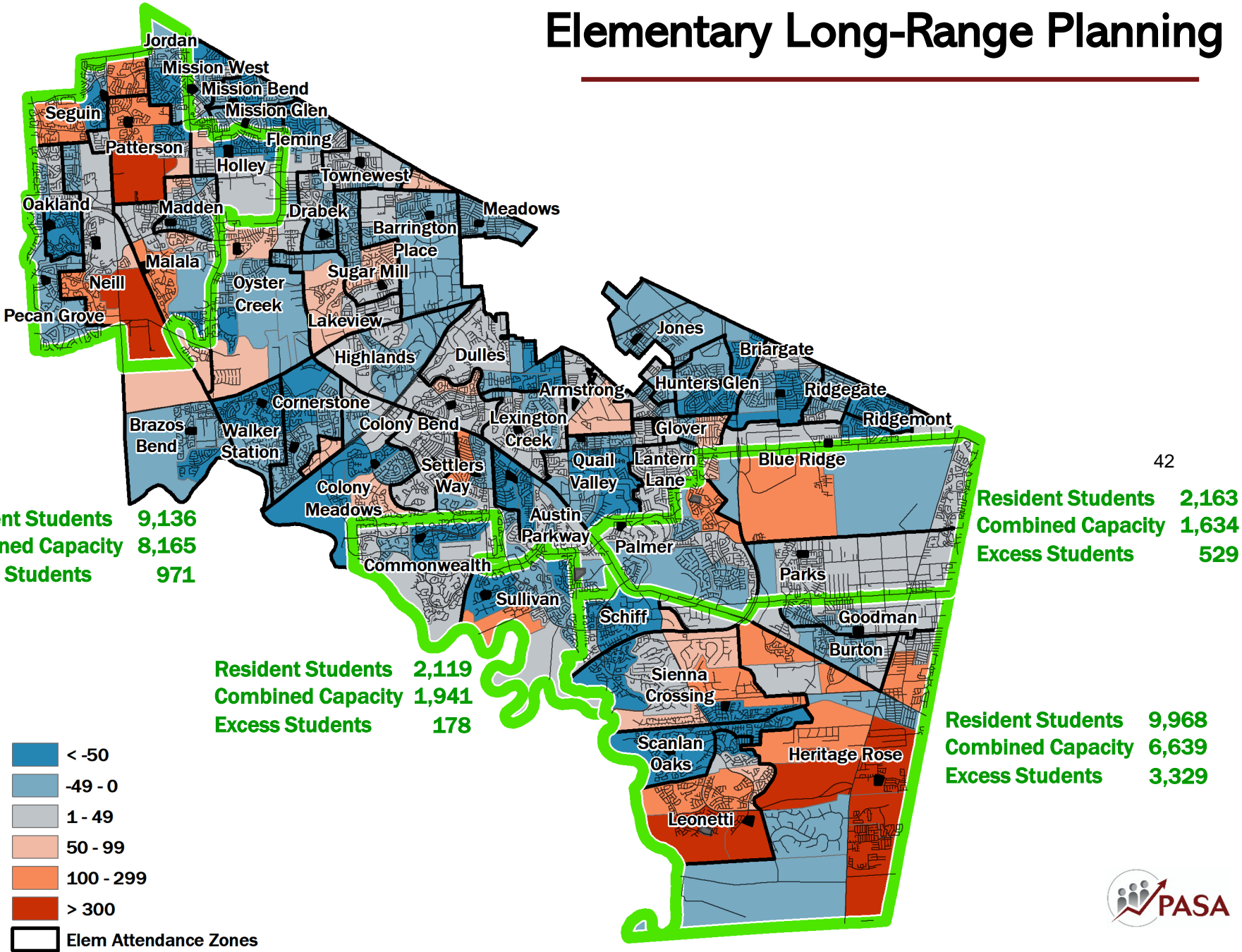


# Projected Elementary School Utilization 2031-32

Projected Resident Students in 2031-32  
Compared to Permanent Capacity

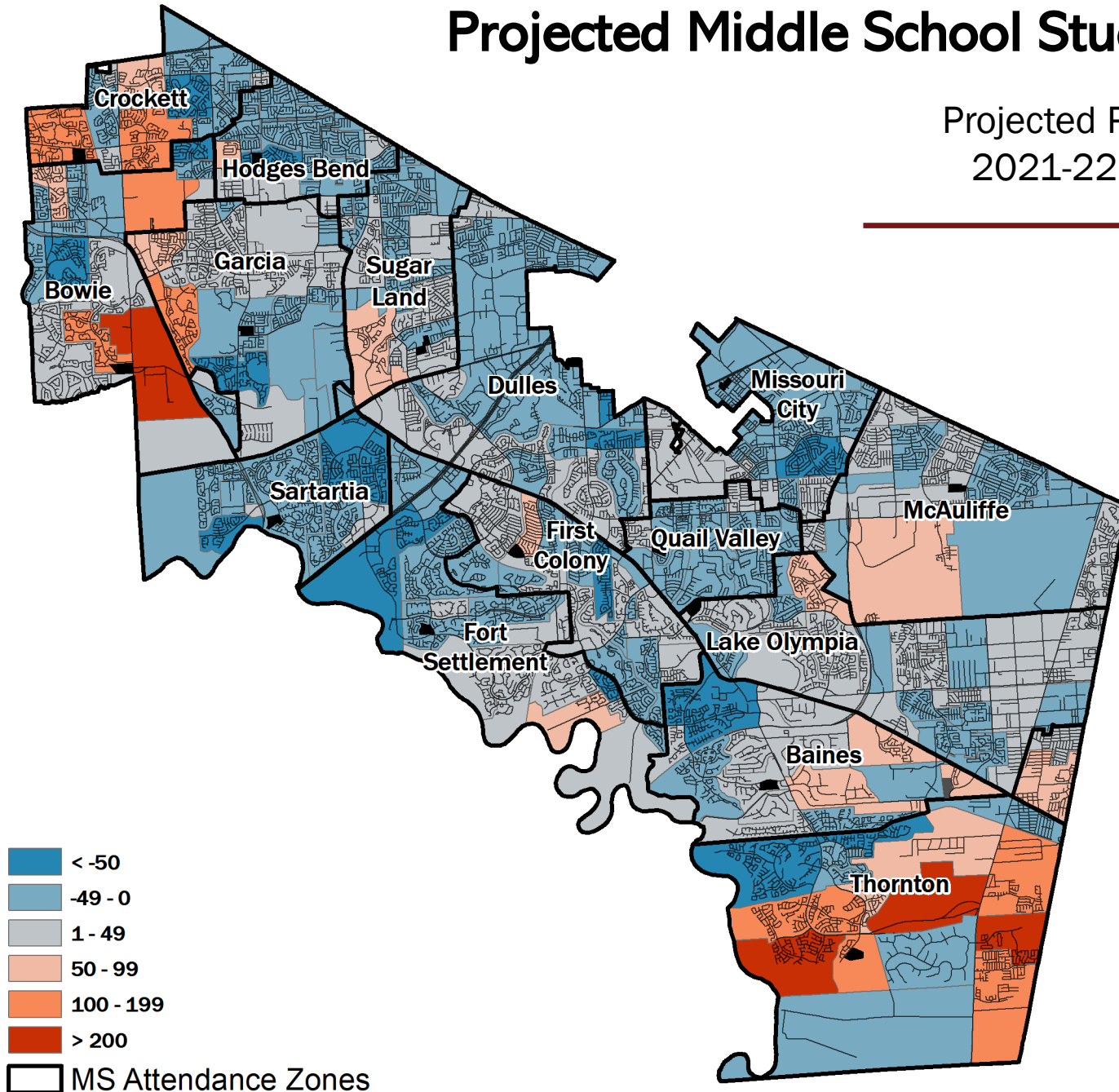


# Elementary Long-Range Planning



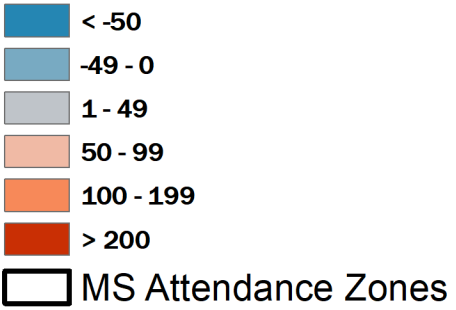
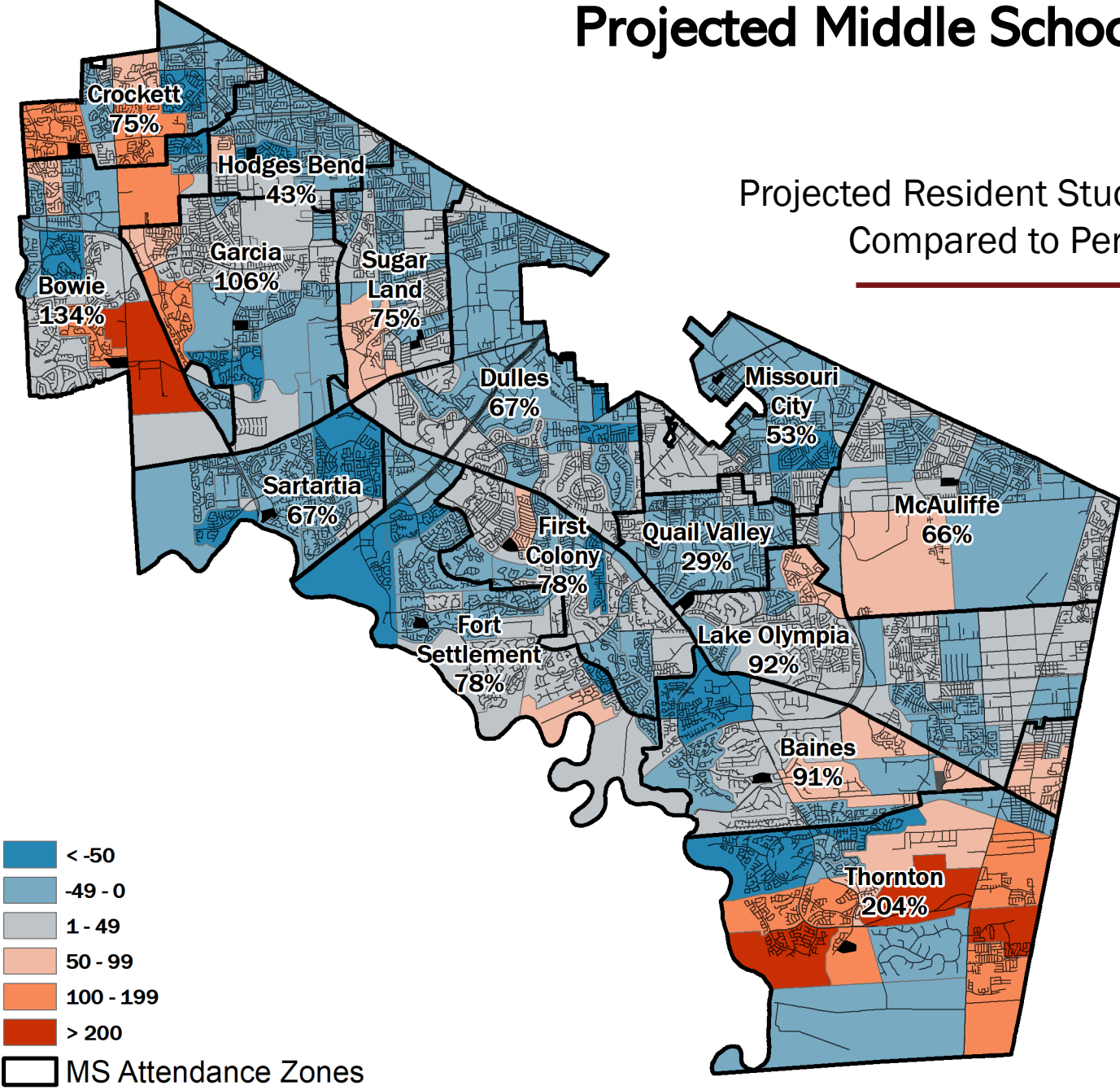
# Projected Middle School Student Growth

Projected Population Growth  
2021-22 through 2031-32

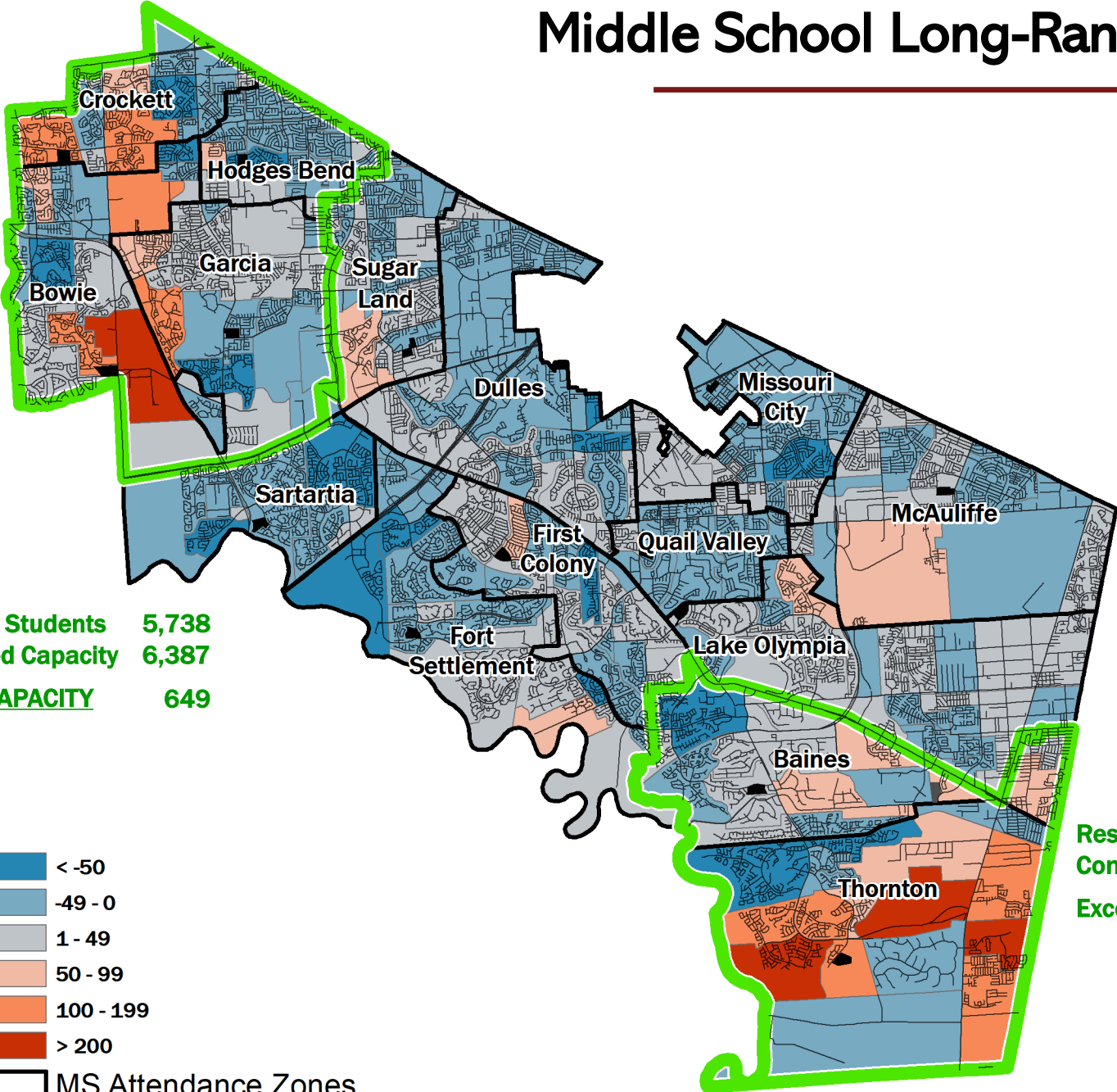


# Projected Middle School Utilization 2031-32

Projected Resident Students in 2031-32  
Compared to Permanent Capacity



# Middle School Long-Range Planning



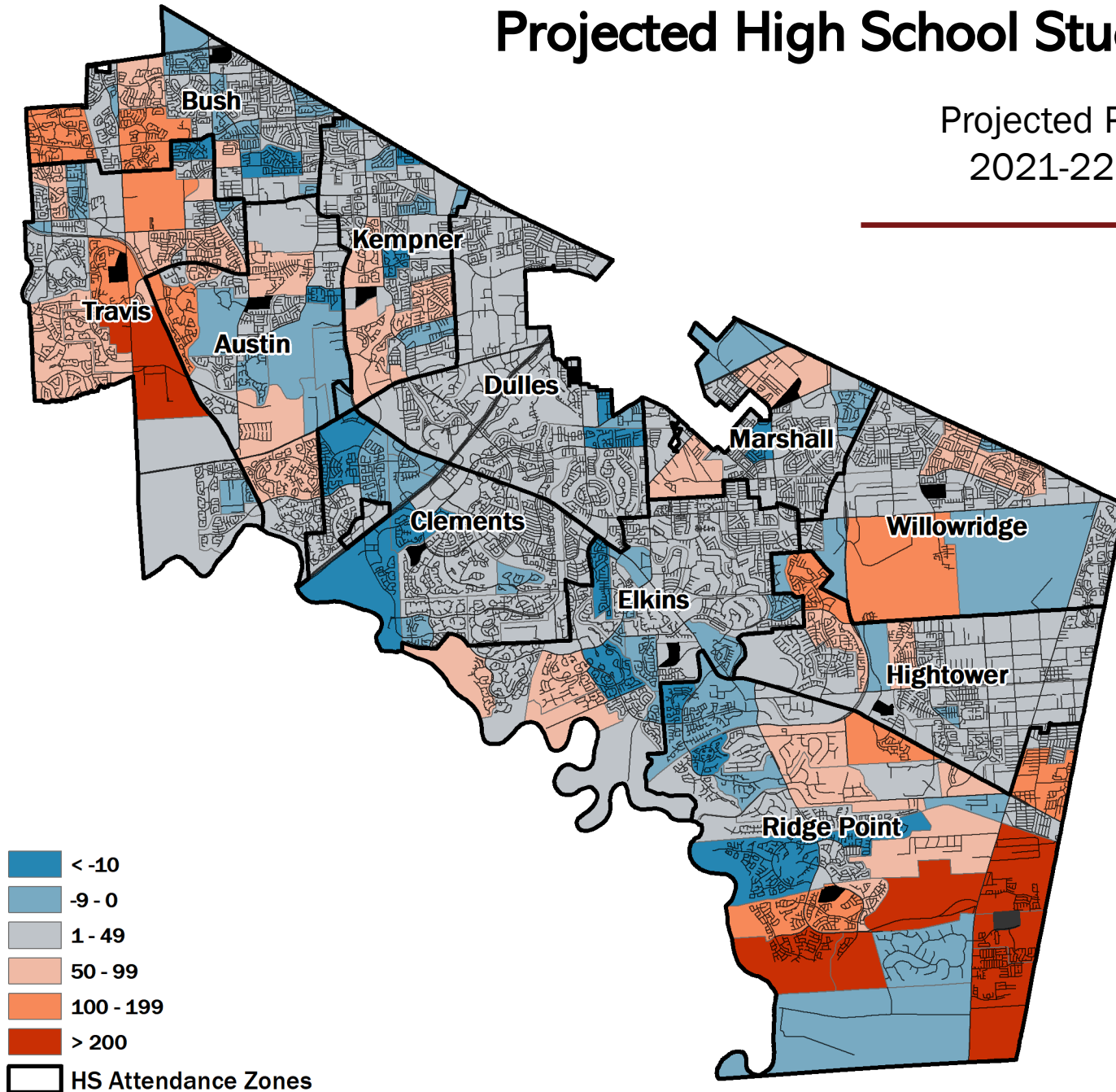
**Resident Students** 5,738  
**Combined Capacity** 6,387  
**Excess CAPACITY** 649

**Resident Students** 4,575  
**Combined Capacity** 3,166  
**Excess STUDENTS** 1,409

- < -50
- 49 - 0
- 1 - 49
- 50 - 99
- 100 - 199
- > 200
- MS Attendance Zones

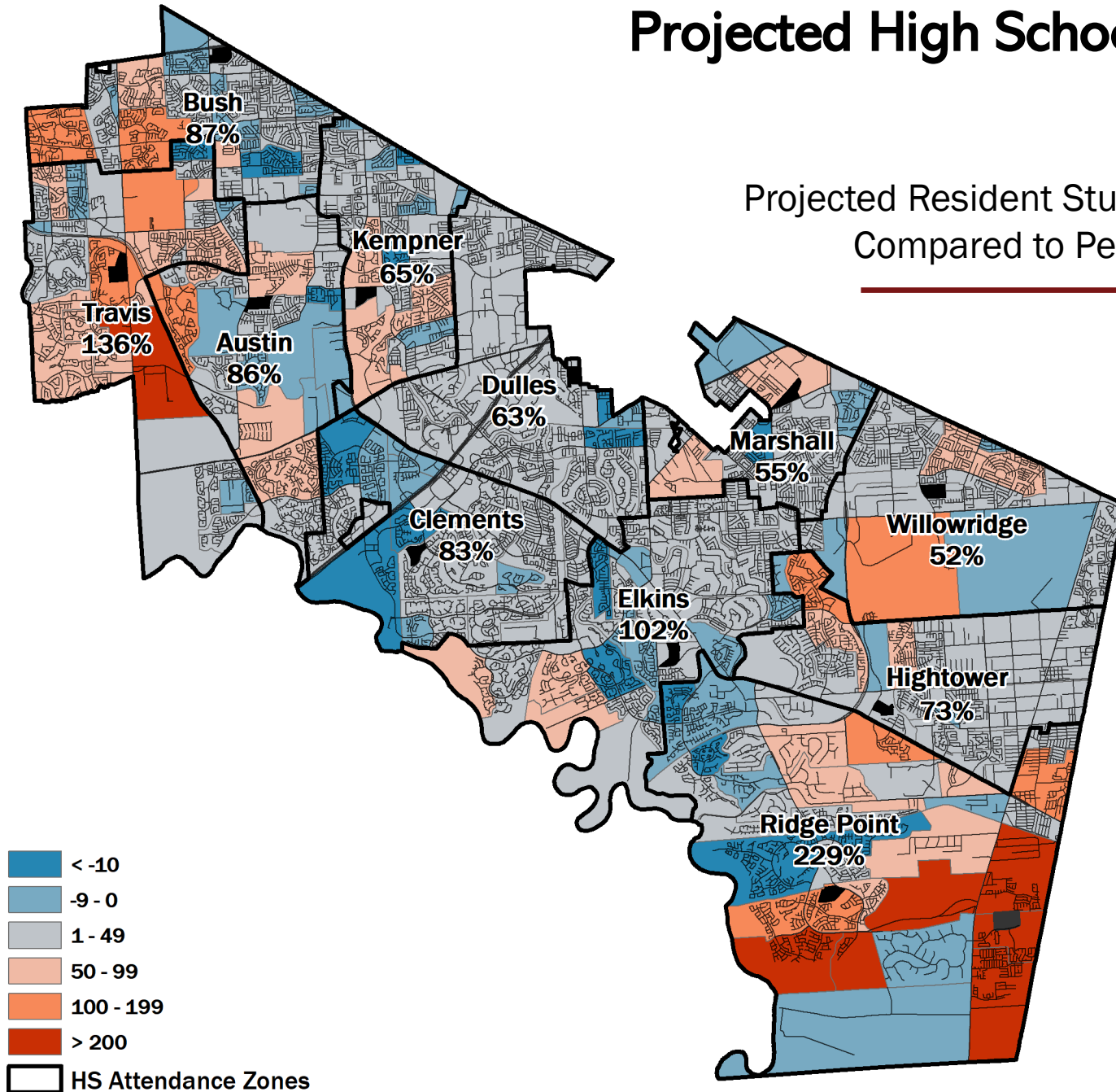
# Projected High School Student Growth

Projected Population Growth  
2021-22 through 2031-32

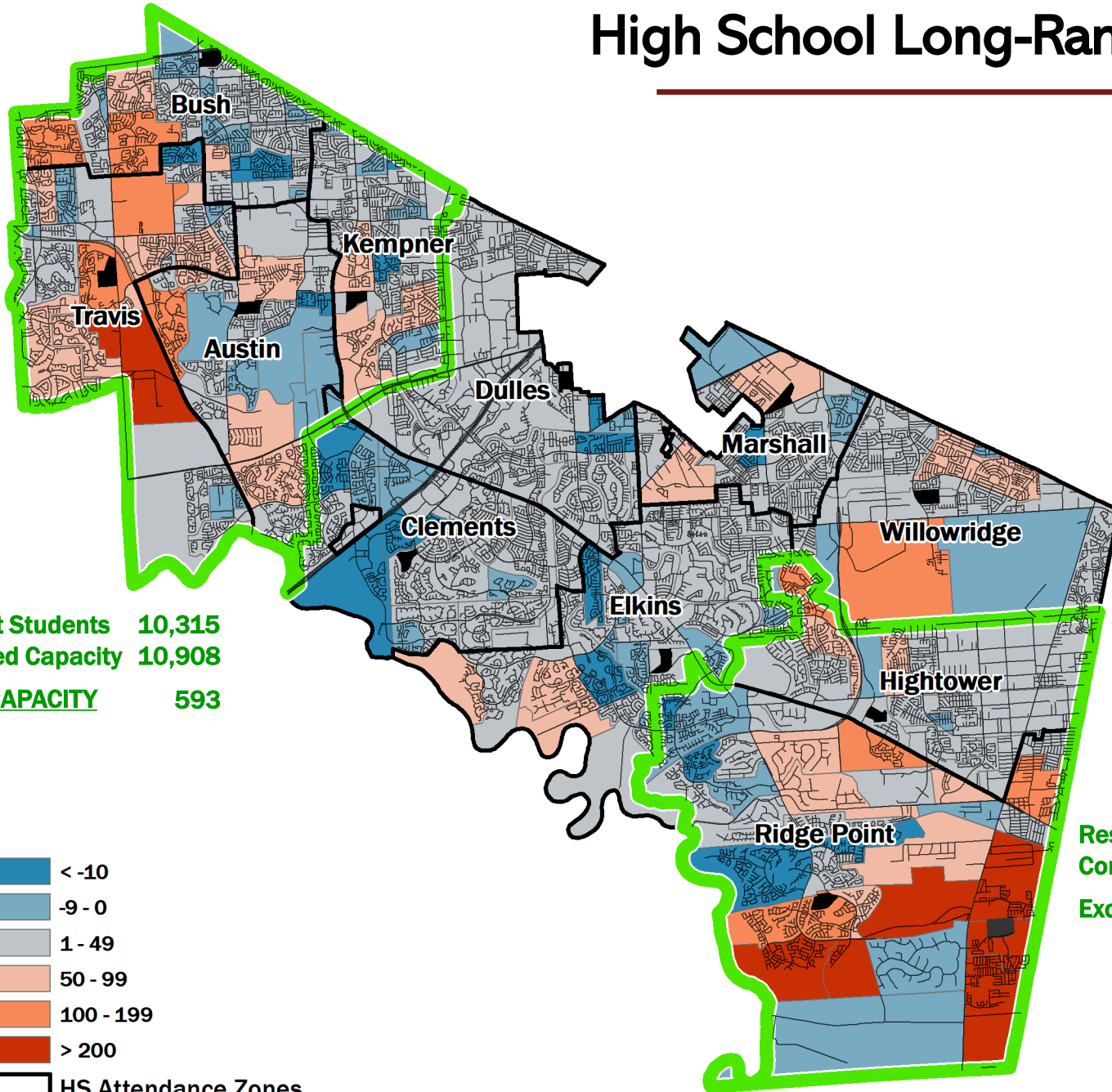


# Projected High School Utilization 2031-32

Projected Resident Students in 2031-32  
Compared to Permanent Capacity



# High School Long-Range Planning



**Resident Students** 10,315  
**Combined Capacity** 10,908  
**Excess CAPACITY** 593

**Resident Students** 7,781  
**Combined Capacity** 5,209  
**Excess STUDENTS** 2,572

# Long-Range Planning Summary



## Elementary Schools

- Bhuchar Elementary in Riverstone
- Four Elementary Schools in Southeast
- Elementary School in Northwest
- Elementary School in Parks Edge

49

## Middle Schools

- Middle School #16 in Southeast
- Re-zoning in Northwest

## High Schools

- Crawford High School in Southeast
- Re-zoning in Northwest

# Questions?

50



Spring 2022

Population and Survey Analysts

[www.pasatx.com](http://www.pasatx.com)



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# Fort Bend ISD

## Demographic Study

**For: Fort Bend ISD Board of Trustees**  
**Date: February 14, 2022**  
**Action: Action: Consideration and Approval of District of Innovation Plan Renewal**  
**References: Board Policy AF (Legal)**  
**Department: Organizational Transformation**

### **Recommendation**

Consideration and possible approval of the Fort Bend ISD District of Innovation renewal plan.

### **Summary**

House Bill 1842, passed during the 84th Legislative Session, permits Texas public school districts to become Districts of Innovation (DOI) and to obtain exemption from certain provisions of the Texas Education Code (TEC).

The current Fort Bend ISD Local Innovation Plan, adopted in March 2017, is slated to expire at the end of the 2021–22 school year.

Organizational Transformation launched the DOI renewal process in Fall 2021 according to TEA requirements. As part of the renewal process, staff engaged in the following:

- Communication to the Commissioner of Education of the FBISD Board of Trustee’s intent to vote on adoption of the Local Innovation Plan,
- Collaboration with the District Planning Advisory Council (DPAC) to develop the draft renewal plan,
- DOI renewal plan posted for public comment for 30 days,
- Public Hearing on February 2 for members of the public to hear details of the plan, and
- DPAC meeting February 2 to review comments and vote to propose the DOI draft plan for Board consideration and approval.

The revised Local Innovation Plan includes a continuation of the following exemptions:

- School Calendar – allows for flexibility of the first and last day of student instruction,
- Teacher Certification – supports hiring in hard to fill areas such as CTE and World Languages,
- Minimum Attendance for Class Credit or Final Grade – 90 Percent Rule – allows flexibility for instructional delivery methods including virtual learning models and

flexibility to support students unable to attend class due to extenuating circumstances.

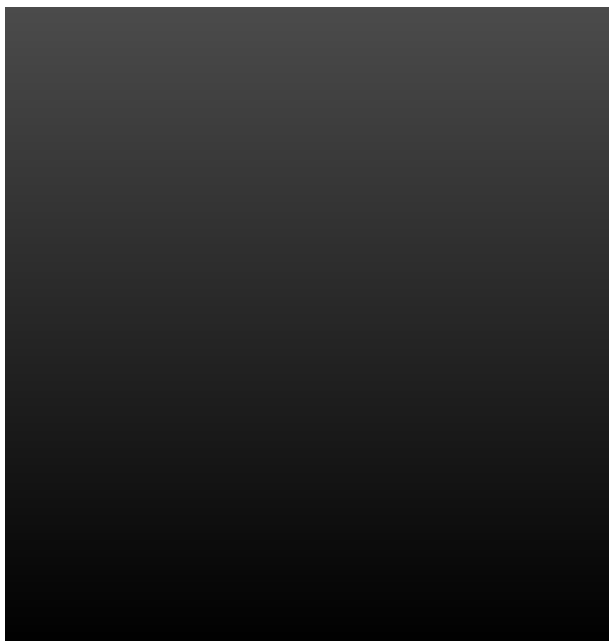
Attached is the draft DOI renewal plan for Board consideration.

Recommended by:

Dr. Christie Whitbeck  
Superintendent of Schools

Submitted by:

Stephanie Williams  
Executive Director Organizational Transformation



# District of Innovation

Local Innovation Plan Renewal



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## Executive Summary

In order to maximize opportunities for all FBISD students, the FBISD School Board of Trustees initiated the process to become a District of Innovation (DOI) in October 2016. The district was awarded the DOI status for the 2017-2018 school year. The DOI status has allowed FBISD to have more local control and flexibility for the last 5 years to ensure staff was better equipped to make decisions that are in the best interest of the students as well as allow the flexibility to provide an exceptional learning experience to all students.

The effort was managed by a Local Innovation Committee comprised of district and community stakeholders. The committee, after months of work, proposed exemptions in the following areas:

- School Calendar
- Teacher Certification
- Minimum Attendance for Class Credit or Final Grade – 90 Percent Rule

Original Local Innovation Committee Members who served during 2016-17 and developed the initial plan are as follows:

Original Local Innovation Committee Members	
NAME	POSITION
Kristen Adams	FBISD Elkins HS, Teacher
Mandy Antolini	FBISD Clements HS, Campus Assessment Coordinator
Walter Benavides	FBISD Christa McAuliffe MS, Teacher
Sonal Buchar	Community Member
Monique Brown	Community Member
Stacy Bynes	Community Member
Mike Chan	Community Member
Tramaine Chatman	(Ad Hoc Member) Community Member
Chetan Dave	Community Member
JJ Clemence	Community Member
Dolores Collins	FBISD Campus Parent Educator
Jill Curtis	Community Member
Christopher Hill	Fort Bend Education Foundation Board Member
Cathy Hunter	Community Member
Q Imam	Community Member
Nicole Jackson	FBISD Madden ES, Teacher
Vanesia Johnson	Community Member
Cynthia Knox	Community Member
Dee Koch	Community Member
Allie Lam	Community Member
Glenda Macal	FBISD, Heritage Rose ES, Teacher
Marc Muscarello	FBISD, Baines MS, Assistant Principal
Jay Neal	University of Houston, Assistant Provost
Chuckwudalu Ononenyi	FBISD Student
Queen Onyehialam	FBISD Student

<b>Original Local Innovation Committee Members</b>	
<b>NAME</b>	<b>POSITION</b>
Joe Rodriguez	FBISD, Assistant Superintendent
Michael Schiff	Community Member
Mike Schofield	Community Member
Terri Wang	Fort Bend Education Foundation Board Member
Karrie Washenfelder	Fort Bend Employee Federation
Lavanta Williams	FBISD, Heritage Rose ES, Principal

<b>Original Local Innovation Committee Support</b>
Meeting Facilitator: Dr. Shelby McIntosh K12 Insight, Managing Director
Legal Counsel: Debra Esterak Rogers, Morris & Grover, LLP, Attorney
District Support: Beth Martinez FBISD, Chief of Staff and Strategic Planning
District Support: Ginger Carrabine FBISD, Executive Director of Strategic Planning
Writing Development Team members: Kristen Adams, Mandy Antolini, Chris Hill, Nicole Jackson, Glenda Macal, and Karrie Washenfelder
Alternates: Walter Benavides, Q Imam

Currently, FBISD is in the process of renewing the DOI status to make sure that the district continues to employ the same opportunities until 2027. To renew the District of Innovation status, FBISD is following the process established by the Texas Education Code (TEC) Chapter 12A. FBISD is proposing renewing all but one of the exemptions sought in the initial District of Innovation Plan. The suggested nonrenewal is noted in [Blue](#).

## Renewal Timeline

<b>Date</b>	<b>Required Actions – Texas Education Agency</b>
<b>January 3, 2022</b>	Superintendent notifies the Commissioner of Education of the Board of Trustees’(BOT) intention to vote on adoption of the proposed plan
<b>January 3 - February 1, 2022</b>	Final Draft Local Innovation Plan posted for 30 days for community feedback
<b>February 2, 2022</b>	District Planning Advisory Council (DPAC) public meeting - considers public feedback and hosts vote to approve District of Innovation plan
<b>February 7, 2022</b>	BOT Agenda review
<b>February 14, 2022</b>	BOT considers adoption of proposed Local Innovation Plan by an affirmative vote of two-thirds of the membership of the Board
<b>February 21, 2022</b>	Superintendent notifies the commissioner of approval of the plan along with a list of approved TEC exemptions

The committee responsible for the review, feedback, and approval of the renewal plan are members of the District Planning Advisory Council (DPAC). This Council includes stakeholders from the district and community. The current Local Innovation Plan was reviewed at the October 20<sup>th</sup> and November 17<sup>th</sup> meetings in which present DPAC members provided specific feedback on the components of the plan.

The 2021 – 22 DPAC members and District support team:

<b>2021 – 22 DPAC Members and District Support</b>	
<b>Name</b>	<b>Position</b>
Erika Andrews	FBISD, Patterson ES, Counselor
Tracey Arana	Community Member
Nana Baffour	FBISD Crockett MS, Teacher
Tyenise Blackmon	Community Member
Courtney Border	FBISD, Sartartia MS, Assistant Principal
Reba Brown	FBISD, Assistant Director, Special Education
Laurie Caldwell	FBISD, Oakland ES, Teacher
Kellie Clay	FBISD, Palmer ES, Principal
Kathleen Collins	FBISD, HR Senior Consultant
Holly Durham	FBISD, Interim Director, District Strategic Transformation
German Enamorado	Community Member
Sarah Erschabek	FBISD, Austin Parkway ES, Teacher
LaKeitha Ford	FBISD, Jones ES, Teacher
Summer Frasier	Community Member
Rick Garcia	Community Member
Jacqueline Gooden	Community Member
Reaeanna Hall	FBISD Student
Kendra Hayes	FBISD, Lexington Creek ES, Teacher
Maria Hernandez	Community Member
Melissa Hubbard	FBISD, Executive Director of Teaching and Learning
Natasha Jobbagy	Community Member
Grace Lacy	FBISD Student
Cameron Lathan	FBISD, Missouri City MD, Teacher
Cynthia Lauer	FBISD, Sullivan ES, Teacher
Paula Leehan	FBISD, Holley ES, Teacher
Ira Lynn Lewis	FBISD, Hightower HS, Counselor
Orjanel Lewis	Community Member
Robin Lewis	FBISD, Lantern Lane ES, Teacher
Elizabeth Martin	FBISD, Elkins HS, Teacher
Abraham Martinez	FBISD, Holley ES, Interventionist
Beth Martinez	FBISD, Chief Academic Officer
Rolanda McKyer	FBISD, Garcia MS, Counselor

## 2021 – 22 DPAC Members and District Support

Name	Position
Hamid Mehrdad	Community Member
Sambit Mirsa	Community Member
Carla Morton	FBISD, Cornerstone ES, Teacher
Hannah Nguyen	FBISD Student
Leyna Nguyen	FBISD Student
Phuong Nguyen	Community Member
Sydney Olszewski	FBISD Student
Abigail Pagnotti	FBISD, Ridge Point HS, Teacher
John Portier	FBISD, Brazos Bend ES, Teacher
Aleida Ramos	FBISD Student
Guerin Riffel	FBISD Student
Annette Sanford	FBISD, Hightower HS, Teacher
Jeremy Sapp	FBISD, Travis HS, Teacher
Jessica Singh	FBISD, Willowridge HS, Teacher
April Spicer	Community Member
Natalie Sylvester	FBISD, Dulles HS, Teacher
Lynnette Tucker	FBISD, Reese Ctr, Teacher
Imelda Valencia-Guitierrez	FBISD, Quail Valley MS, Teacher
Tracy VanWright	FBISD, Coordinator of Research and Program Evaluation
Lisa Washington	FBISD, Mission West ES, Teacher
Pilar Westbrook	FBISD, Executive Director, SEL and Comprehensive Health
Stephanie Williams	FBISD, Executive Director of Organizational Transformation
Aisha Winfrey	FBISD, Parks ES, Teacher
Marian Zaki	FBISD Community Member

## CORE BELIEFS AND COMMITMENTS

**Core Belief 1: All students can reach their full potential.**

**Commitment:** Fort Bend ISD will provide an educational system that will enable all students to reach their full potential.

**Core Belief 2: We believe student success is best achieved...**

...through effective teachers that inspire learning.

**Commitment:** Fort Bend ISD will recruit, develop and retain effective teachers.

...in a supportive climate and safe environment.

**Commitment:** Fort Bend ISD will provide a supportive climate and a safe learning/working environment.

...by empowered and effective leaders throughout the system.

**Commitment:** Fort Bend ISD will provide and promote leadership development at all levels.

...in a well-functioning, high-performing community of learners.

**Commitment:** Fort Bend ISD will be a collaborative, efficient and effective learning community.

## MISSION AND VISION

### MISSION

Fort Bend ISD exists to inspire and equip all students to pursue futures beyond what they can imagine.

### VISION

Fort Bend ISD will graduate students who exhibit the attributes of the District's Profile of a Graduate.

## PROFILE OF A GRADUATE

**A Fort Bend ISD Graduate has a rigorous academic foundation, strong character, and is...**



**equipped with skills for life.**

Fort Bend ISD graduates exhibit grit and determination in all aspects of life; respect self and others; engage in healthy life choices; are literate and articulate; proficient with technology; and meaningfully and practically apply knowledge in productive ways.



**a compassionate citizen.**

Fort Bend ISD graduates are empathetic to their fellow citizens, exhibiting care and concern for others; are inclusive and embrace differences; are culturally aware; actively engage in improving our diverse community; exercise their right to vote; and are dependable, respectful, trustworthy, and self-disciplined.



**a servant leader.**

Fort Bend ISD graduates demonstrate confidence while maintaining a humble and kind demeanor; prioritizing the needs of others while accepting responsibility for themselves and are accountable for their own actions; are optimistic; and strive to bring out the best in others.



**a collaborative team member.**

Fort Bend ISD graduates work effectively with others to achieve group goals; take actions that respect the needs and contributions of others; yield their own objectives to the goals of the team; and positively facilitate and contribute to teamwork.



**an effective communicator.**

Fort Bend ISD graduates communicate clearly both orally and in writing; respectfully and actively listen to others; appropriately engage in courageous conversations; and appropriately adapt their communication style to the audience.



**a life-long learner.**

Fort Bend ISD graduates approach life with wonder and curiosity; seek opportunities to be creative; possess a thirst for knowledge and the ability to adapt to change; and are academically prepared to pursue and attain futures beyond what they can imagine!



**a critical thinker.**

Fort Bend ISD graduates are visionary and solutions-oriented problem solvers; are inquisitive and innovative; and have the courage to actively challenge conventional methods in order to improve themselves and the world around them.

## DISTRICT GOALS



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



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



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



**District 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.



**District Goal 5**  
Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.



## Background

House Bill 1842, passed during the 84<sup>th</sup> Legislative Session, permits Texas public school districts to become Districts of Innovation (DOI) and to obtain exemption from certain provisions of the Texas Education Code (TEC). In Fall 2016, the Fort Bend ISD Board of Trustees passed a resolution to Initiate the Process of Designation as a District of Innovation. To support the design of a Local Innovation Plan, the Board of Trustees appointed a thirty-member local committee comprised of students, teachers, principals, administrators, and community members. On March 27, 2017, the Fort Bend ISD Board of Trustees approved the Local Innovation Plan, designating FBISD as a District of Innovation.

The current Fort Bend ISD Local Innovation Plan, adopted in March 2017, provides for flexibility and exemption from the related Texas Education Code sections for the following areas:

- School Calendar – allows for flexibility of the first and last day of student instruction,
- Teacher Certification – supports hiring in hard to fill areas such as CTE and World Languages,
- Minimum Attendance for Class Credit or Final Grade – 90 Percent Rule – allows flexibility for instructional delivery methods including virtual learning models and flexibility to support students unable to attend class due to extenuating circumstances

The current Local Innovation plan is effective for five years, from the start of the 2017 – 18 school year through the end of the 2021 – 22 school year.

## Renewal Requirements

Local innovation plans must be renewed every five years. In Fall 2021, the Administration reviewed the requirements for renewal of the Local innovation Plan and developed a timeline towards Board of Trustees consideration and renewal.

The Texas Education Code outlines parameters for District's to renew the Local Innovation Plan that include:

- Communication to Commissioner of Education of Fort Bend ISD's intent to vote on adoption of the Local Innovation Plan
- Draft Plan posted for 30 days on the public website
- Public Meeting/Hearing for members of the public to hear details of the plan
- Approval of the District Planning Advisory Council
- Board of Trustees Adoption of Local Innovation Plan
- Communication to the Commissioner of Education with final Local Innovation Plan link posted to the website

In December 2021, the Fort Bend ISD Board of Trustees approved communication to the commissioner of the Board's intent to vote on adoption of the local innovation plan.

## Term

The Local Innovation Plan's term is five years, unless terminated or amended earlier by the Board in accordance with statute. The initial Local Innovation Plan started at the beginning of the 2017-18 school year and ends at the end of the 2021-22 school year. Following approval by the Board of Trustees, the Local Innovation Plan renewal will extend the term until the end of the 2026 – 27 school year.

## Innovations

Fort Bend ISD proposes to maintain flexibility in the following areas of innovation related to:

- A. School Calendar,
- B. Teacher Certification
- C. Minimum Attendance for Class Credit or Final Grade (90 Percent Rule)

### A. School Calendar

#### **Statutory Requirement: TEC Section Requiring Exemption: §25.0811 and §25.0812**

*Texas Education Code §25.0811: FIRST DAY OF INSTRUCTION. (a) Except as provided by this section, a school district may not begin instruction for students for a school year before the fourth Monday in August.*

*Texas Education Code §25.0812: LAST DAY OF SCHOOL (a) Except as provided by Subsection (b), a school district may not schedule the last day of school for students for a school year before May 15.*

#### **Exemption\***

**RENEW** exemptions relating to the first and last day of student instruction in order to provide local control and flexibility with calendar start and end dates.

#### **Rationale and Benefits**

The Fort Bend ISD goal states that FBISD will provide an educational system to enable all students to reach their full potential. By eliminating the calendar restrictions imposed by §25.0811 and §25.0812, the District will improve student learning by providing flexibility to balance the days between the first and second semesters of school. With more balanced semesters, teachers can pace instruction to provide more adequate time for students who take a one semester course in either the Fall or Spring semester. In addition, having the flexibility to start and end the school year earlier allows high school seniors the opportunity to enroll in college summer school classes, thereby supporting the District's goal of promoting College and Career readiness. The ability for students to begin the school year earlier also allows the District to offer transitioning grades (PreK/Kinder, 6th, and 9th) an earlier start time for an orientation. Orientation provide an opportunity for students to acclimate, socially and emotionally, to their new campus environments. This reinforces the District's goal of establishing an active learning community.

Flexibility in the calendar allows professional development days to be distributed throughout the school year, rather than grouped together at the beginning or end of the school year. This supports the District goal of student success by ensuring that teachers can learn, collaborate, and grow throughout the school year and in real time. This flexibility also allows for the possibility of teacher workdays near the end of each grading period to be utilized for tasks such as finalizing grades, analyzing class data, completing report cards, conferencing with parents, and planning for improvements in teaching and learning. This ultimately allows our teachers to be better prepared to support students and ensure each student has an effective learning experience.

### **Implementation Guidance**

When planning student and staff calendars the District shall ensure the following actions:

- Convene an annual District Calendar Committee for the purpose of recommending a calendar to the Board of Trustees for consideration
- Establish priority guidelines for development of draft calendars that maximize student instructional days while applying defined innovations
- Publish draft calendars for community feedback prior to BOT consideration and adoption
- Ensure the draft calendar meets the required 75,600 minutes and bank of minute requirements
- Ensure alignment of systems to support the implementation of the instructional calendar

### **\*Adjustment to Original Local Innovation Plan Exemptions**

**REMOVE** the exemptions below from the local innovation plan:

- TEC Section §25.081(e) related to the minimum minutes requirement and definition of a school day as “at least seven hours” and “420 minutes of instruction.”
- TEC Section §25.082(a) related to the school day.

FBISD is not seeking to renew exemptions relating to the current statute §25.081(e) which was adjusted to address only the exemption of minimum minutes of operation for certain programs or the definition of the school day as TEC Statutory Requirement §25.082(a), has been repealed.

## **B. Teacher Certification**

### **Statutory Requirement: TEC Section Requiring Exemption: §21.003**

*Texas Education Code §21.003: CERTIFICATION REQUIRED (a) A person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, educational diagnostician, or school counselor by a school district unless the person holds an appropriate certificate or permit issued as provided by Subchapter B.*

### **Exemption**

**RENEW** exemptions relating to teacher certification in order to have flexibility in recruiting teachers for hard to fill areas.

**Rationale and Benefits:**

Fort Bend ISD strives to recruit, develop and retain effective teachers. The District experienced difficulty finding teachers certified to teach certain high school courses, especially in Career and Technical Education (CTE) and World Languages (e.g., Spanish, American Sign Language, and French). History has shown that these courses are difficult to staff and face teacher shortages on a regular basis. This exemption allows for expansion of the current certified teacher pool to include skilled and experienced industry professionals.

The District benefits from an innovative approach to recruiting and staffing hard to fill positions. Allowing the District to take a creative approach to obtaining qualified, enthusiastic teachers greatly supports the community and children. The committee recognizes that there are several pathways to becoming a qualified, effective, and dynamic teacher. Yet, the current law inhibits the District's ability to recruit and employ highly qualified professionals with only industry and field experience who are not fully certified to teach. Considering this, the District seeks to continue its exemption from TEC 21.003(a) in order to use its own avenues to credential highly qualified individuals who wish to teach in hard to staff areas. The process builds upon the District's current partnership with independent alternative certification programs in order to better meet our staffing needs.

A District Credentialing Committee has defined the process, including qualifications, necessary steps, mentoring programs, and available positions. Candidate qualifications will include professional work experience; formal training and education; relevant industry licensure, certification, or registration; and/or any combination of work experience, training and education, or industry credentials related to the subject matter he/she will be teaching. Potential areas for a local credential will include engineering health science, culinary, automotive/diesel technology, veterinary science, manufacturing, and world languages.

This locally defined and developed credentialing process capitalizes on the many qualified business and industry representatives in the community by allowing them an alternative avenue into the teaching profession where they share their real-world experience and knowledge with our students. These individuals often hold specialized certifications in their areas of expertise that are extremely beneficial to preparing students in these industries. Allowing Fort Bend ISD to hire nontraditional candidates who bring authentic field and industry knowledge and skills to the position provides students with connections to the industry that make these programs stronger and the students more likely candidates.

In addition to traditional classroom instruction, these instructors can teach remotely or through other multi-media devices appropriate for the classroom. This option is conducive to part-time teaching assignments, especially for classes that may not require full-time employment.

## Implementation Guidance

When hiring teachers, the District shall ensure the following actions:

- Qualified candidates with a Texas Certification will be given priority.
- All candidates are required to complete the criminal background check in compliance with State Board for Education Certification (SBEC) rules mandated by TEC §22.0833 for a non-certified employee.
- Candidates are thoroughly vetted to ensure they have not surrendered any teaching certificates in the past or been terminated from a teaching position for reasons unacceptable to the District.
- Candidates attend new teacher orientation and are supported by a mentor. In addition, candidates receive pedagogy and classroom management training to ensure they can reach students and scaffold information appropriately.
- The DOI Teacher Certification credentialing process will launch when vacancies remain after no qualified certified teachers are available.
- The use of this exemption shall be limited to identified, hard to fill vacancies as articulated in Policy DBA LOCAL.
- Special education and bilingual/ESL teachers must continue to be SBEC certified and are not eligible to be hired through the DOI Teacher Certification credentialing process.

## C. Minimum Attendance for Class Credit or Final Grade (90 Percent Rule)

### Statutory Requirement: TEC Section Requiring Exemption: §25.092

*Texas Education Code §25.092: MINIMUM ATTENDANCE FOR CLASS CREDIT OR FINAL GRADE. (a) Except as provided by this section, a student in any grade level from kindergarten through grade 12 may not be given credit or a final grade for a class unless the student is in attendance for at least 90 percent of the days the class is offered.*

### Exemption

**RENEW** exemption requiring students to be present in the classroom 90 percent of the time in order to earn credit and to provide flexibility for instructional delivery methods and to support students unable to attend class due to extenuating circumstances.

### Rationale and Benefits:

As FBISD's mission is to inspire and equip all students to pursue futures beyond what they can imagine, we must also consider that all students have different needs and abilities. The 90 percent attendance requirement locks students into learning only during traditional class times and in a more traditional class setting. Even with the proliferation of online courses and learning, this rule still dictates that students must be either physically present or logged in during specific times. FBISD recognizes that some students learn at different paces as well as have extenuating circumstances that could keep them from learning opportunities requiring 90% of their learning during specified times during the school day.

This exemption allows for greater flexibility in FBISD’s educational offerings as well as ways to ensure that all students are provided a learning plan that allows them to demonstrate mastery and receive course credit. The flexibility will shift based on the needs of our diverse student population. Examples of this flexibility for students are:

- the opportunity for students to differentiate the pace of their learning and move forward with courses at a pace that is appropriate for them,
- project-based learning to demonstrate mastery, or
- expansion of learning modalities that give students control over time and place of learning.

In addition, this flexibility will offer specialized pathways for students who need abbreviated daily schedules because of work, medical issues, or family obligations to have options to gain credit with working on class outside of the traditional school day. This also can support students who thrive in an online environment or use hybrid situations to accelerate their learning. Under this exemption, the District will continue to investigate the abundant opportunities for active learning outside the classroom in order to receive course credit for content mastery, that does not bind a student to a traditional school schedule. Overall, the exemption allows the district to provide innovative options to promote student engagement in course material in flexible ways, ultimately allowing learning to happen anytime, anyplace.

**Implementation Guidance:**

When utilizing this exemption, the District shall ensure the following:

- This exemption does not impact or alter existing compulsory attendance requirements or University Interscholastic League (“UIL”) rules,
- This exemption in no way limits or modifies a teacher’s right to determine the finality of a grade in accordance with Texas Education Code Section 28.0214,
- This exemption does not restrict or alter a teacher’s right to assign grades in accordance with Texas Education Code Section 28.

## **Implementation**

Following Board of Trustees consideration and approval, administration will develop a project team to review Board policy, current District of Innovation procedures, and create a project plan to support FBISD’s application of the defined exemptions over the five-year renewal period from 2022-27.

**For: Fort Bend ISD Board of Trustees**  
**Date: February 14, 2022**  
**Action: Consent: Consideration and Approval -**  
**Contract with Baker Ripley**  
**References: Board Policy GNC (Legal)**  
**District Goal 4**  
**Department: Chief of Schools**  
**Department of School Leadership**

### **Recommendation**

Consideration and possible approval to execute a Memorandum of Understanding (MOU) between Baker Ripley and FBISD for Early Head Start, Head Start at the Early Literacy Center (ELC), the Education Complex, and Mission Bend Elementary, as well as to continue a full-day collaborative Pre-Kindergarten program at the Early Literacy Center (ELC), and authorization for the Superintendent to negotiate and execute the agreement.

### **Summary**

This agreement with Baker Ripley, formerly Neighborhood Centers Incorporated (NCI), will allow students the opportunity to attend a full instructional day in a collaborative classroom staffed by a FBISD certified teacher and a collaborating Head Start teacher. The students that are currently served at the Head Start sites in the district attend a full-day program. The Head Start program provides additional support and social services to our families. This collaboration leverages the resources, staff, and materials of both institutions to serve additional students. The proposed collaborative site for the 2021-22 school year is the Ridgemont ELC. The students will be co-enrolled in both programs, which will increase the district's enrollment and generate revenue through average daily attendance (ADA). This collaboration elevates the rigor and quality of instruction and prepares students for the transition to kindergarten.

The agreement incorporates the previously offered Early Head Start programs at the Early Literacy Center (ELC), Education Complex, and Mission Bend Elementary, as well as the Head Start programs at the ELC, Education Complex, and Mission Bend Elementary. The agreement is through July 31, 2022.

Recommended by:

Christie Whitbeck  
Superintendent of Schools

Submitted by:

Kwabena Mensah  
Chief of Schools

**SERVICES CONTRACT BETWEEN  
FORT BEND INDEPENDENT SCHOOL DISTRICT  
AND BAKERRIPLEY  
2021-2022**

THIS SERVICES CONTRACT (“Contract”) is made and entered into by and between the Fort Bend Independent School District (“FBISD” or “District”), 16431 Lexington Blvd., Sugar Land, Fort Bend, Texas 77479, and BakerRipley (“Head Start Provider” or “Agency”), P.O. Box 271389, Houston, Texas 77277-1389 to provide publicly funded prekindergarten education to children who are residents of the District.

**WHEREAS**, the Head Start Provider is the recipient of a Head Start/Early Head Start grant to serve children within Fort Bend County;

**WHEREAS**, the Head Start Provider wishes to offer Head Start/Early Head Start services to the FBISD community;

**WHEREAS**, FBISD recognizes the benefits of the Head Start/Early Head Start program and desires to contract with Head Start Provider to perform services as outlined in this Contract;

**WHEREAS**, FBISD has determined that such services are in support of its educational objectives;

**WHEREAS**, the parties seek to cooperate for the betterment of families and children in the Fort Bend Independent School District;

**NOW THEREFORE**, in consideration of the mutual promises contained in this Contract, and other good and valuable consideration, the parties agree as follows:

**1. SERVICES TO BE PROVIDED (SCOPE OF WORK):**

- A. “Work” is defined to include any and all obligation or responsibility provided under this Contract.
- B. FBISD will make the following available to Head Start Provider for the exclusive purpose of providing Head Start/Early Head Start services at the following FBISD sites: space at Mission Bend Elementary for 2 Agency-owned and Agency-provided portable buildings, Ridgemont Early Literacy Center for 6 PreK 4 Collaboration classrooms (collectively, “FBISD Locations”), and Ed Complex (only providing space for Early Head Start and Head Start, not a collaboration site with FBISD). The configuration of the classrooms and the hours of operation as detailed in Exhibit A will be finally decided based upon the mutually agreed upon needs of FBISD and the Head Start Provider.
- C. FBISD will allow Agency and Head Start/Early Head Start students access to playground facilities and equipment, common areas, and restrooms on the FBISD Locations.

- D. Head Start Provider will establish a procedure with FBISD to collect registration information on potential Head Start eligible children who enroll in FBISD's pre-kindergarten and to share registration information on eligible children who first enroll with Head Start Provider. Children must be enrolled in the District first and then in Head Start.
- E. Subject to FBISD policies and procedures regarding security and visitors to campuses, FBISD will allow Head Start Provider Staff access to FBISD Locations in order to provide or facilitate Content Area Services for both Collaborative and Agency only classrooms, as required in the Head Start Performance Standards. These services include, but are not limited to class observations, goal assessments, home school connections (Parent-Child homework opportunities), height & weight measurements, nutrition assessment, social emotional screenings (ASQSE), speech and language screening (BSSQ), vision screenings, hearing screenings, BRIGANCE screening, physical exams, immunization assessments, and dental exams.
- F. During the pre-kindergarten enrollment period until the Friday after Labor Day, Head Start Provider staff will keep FBISD informed as to the number of registered pre-kindergarten children who are Head Start eligible.
- G. Collaborative classrooms must be fully enrolled through the school year. If any student leaves the classroom, FBISD and the Head Start Provider will continue to recruit new students to maintain desired enrollment.
- H. Head Start Provider will identify a minimum number of 15 Head Start eligible children, up to a maximum of 20 Head Start eligible children, for each pre-kindergarten session, and FBISD will group the Head Start eligible children together in a Head Start Provider/FBISD "collaborative" classroom. In accordance with Head Start Program Performance Standards, twenty (20) is the maximum number of students permitted in a collaborative classroom; if a collaborative classroom serves three (3) year olds, the maximum number of students permitted is seventeen (17).
- I. FBISD will provide the needed number of collaborative classroom facilities outfitted with age and size appropriate furniture, computers, equipment, learning materials, and supplies to support the FBISD curricula. FBISD will maintain the facility in a clean, safe and healthful condition. FBISD will provide eighty (80) square feet of outdoor space per child enrolled in a collaborative classroom for daily outdoor play.
- J. FBISD reserves exclusive use of the kitchen facilities at the Ridgemont Early Childhood Literacy Center.
- K. FBISD will waive building use fees for the FBISD Locations used by the Head Start Provider for providing Head Start/Early Head Start services. Head Start Provider's use of FBISD facilities shall be in accordance with FBISD policies, procedures, and the provisions contained in Exhibit B. Head Start Provider will pay an administrative partnership fee to be paid monthly in accordance with Exhibit A.
- L. FBISD will waive building use fees for the FBISD Locations used by the Head Start Provider for providing Head Start/Early Head Start services. Head Start Provider's use

of FBISD facilities shall be in accordance with FBISD policies, procedures, and the provisions contained in Exhibit B.

- M. In accordance with Exhibit C, FBISD will make available breakfast, lunch, and snacks to Head Start/Early Head Start students at the FBISD Locations. Meals and snacks will be served at times that are mutually agreeable to the FBISD campus principal and cafeteria manager and the Head Start Provider's Head Start/Early Head Start site supervisor and nutritionist. FBISD shall invoice Head Start Provider monthly for all meals provided to Head Start/Early Head Start students for which FBISD does not receive federal reimbursement.
- N. Regarding the collaborative classroom(s), the Head Start Provider Senior Child Development Coordinator in conjunction with an employee designated by FBISD will identify the additional classroom and outdoor materials and field trips necessary to comply with Head Start Program Performance Standards and Texas Education Agency pre-kindergarten guidelines. Both individuals will review this list of identified items and will negotiate those materials to be purchased by each entity. Materials purchased by either party for the program will remain the property of the purchasing party.
- O. FBISD will provide one Texas Education Agency (TEA) certified Early Childhood teacher, and Head Start Provider will provide one teacher per collaborative classroom, credentialed with a minimum of an Associates (AA) degree. The collaborative classroom will be taught by way of a team teaching approach, with the FBISD teacher and Head Start Provider will collaborate and share responsibility for the care, supervision and education of the children in the classroom. The Head Start Provider teacher will collaborate with the FBISD teacher in planning and implementing a developmentally appropriate curriculum which adheres to the FBISD curriculum requirements, the TEA pre-kindergarten guidelines and the Head Start Program Performance Standards. The educational/instructional program will meet the unique needs of children who are in the school setting all day (i.e. allow for rest-time and other important routines), and will be offered in accordance with FBISD's official school calendar, unless both parties agree otherwise.
- P. The Head Start Provider teacher may only be assigned responsibilities/duties related to the Head Start children participating in the collaborative classroom and cannot be used as a substitute teacher in another classroom. In the absence of a teacher from either FBISD or Head Start Provider, both parties will be responsible for providing a substitute teacher for their representative only. Further, the Head Start Provider teacher must comply with FBISD policies and procedures and applicable federal, state and local laws, rules and regulations, including, without limitation, dress and grooming code, emergency procedures, etc.
- Q. In the event a Head Start Provider staff member disregards FBISD policies and procedures or acts in a way that, in the sole discretion of FBISD, is potentially dangerous to the children or others at the school, FBISD reserves the right to have Head Start Provider immediately remove and replace that identified Head Start Provider staff working in an FBISD location.

- R. If requested by the FBISD location's principal or supervisor, Head Start Provider's staff is encouraged to attend regular staff meetings at the school for purposes of coordination and communication.
- S. Each party is responsible for the evaluation of its staff provided pursuant to this Contract.
- T. Both entities will share information regarding the children participating in the collaborative classroom. Documented or recorded information of FBISD shall remain with FBISD, while information of Head Start Provider shall remain with Head Start Provider. Confidentiality will be adhered to as stated below.
- U. Head Start Provider will assist Head Start families participating in the collaborative classroom to access other services as identified by the family, such as, but not limited to: case management, medical and dental services, full-day child care, parent education and adult basic skills training. To support Head Start families in this manner, Head Start Provider staff will contact families outside of the school day and will visit family residences.
- V. Head Start Provider parent involvement staff and an employee designated by FBISD will plan and implement parent involvement activities. All parents of children participating in the collaborative classroom(s) are invited to participate in these parent involvement activities. FBISD will make available an area for the use of the collaborative program's parent involvement activities and an area for required monthly parent meetings.
- W. Head Start Provider encourages volunteers who have met Head Start Provider's screening process, which includes both Tuberculosis and criminal background checks, to participate and assist in the collaborative classroom activities. Volunteers must also complete the FBISD volunteer screening process.
- X. Head Start Provider and FBISD will provide access to either party's staff to attend any training relevant to the delivery of the collaborative classroom program, including District required safety compliance training, and mandated reported training unless this training is part of the Head Start Provider's annual employee training.
- Y. Transportation of students is the sole responsibility of FBISD.
- Z. Head Start Provider will provide comprehensive social and enrichment services to the collaborative classroom children and families.
- AA. Children with an identified or confirmed disability enrolled in a collaborative classroom will be served by FBISD consistent with its obligations.
- BB. Children identified as bilingual and enrolled in a collaborative classroom will be served according to the FBISD Bilingual Framework.
- CC. Head Start Provider will conduct monthly "staffing" at the collaboration site, which shall include staff from FBISD, to discuss results of the program services offered.
- DD. Head Start Provider may not change or reduce services, including the number of

teachers, classrooms, or licensure status, without prior written consent of FBISD. FBISD's consent will not be unreasonably withheld.

## 2. TERM OF CONTRACT

The Term of this Contract shall be from August 1, 2021 through July 31, 2022. This Contract will terminate at the end of the Term.

## 3. TERMINATION

This Contract may be terminated prior to the expiration of the Term as follows:

- By FBISD upon 30 days' notice if the work is not provided in a satisfactory and proper manner as determined by FBISD.
- By mutual written agreement of the parties.
- **By either party immediately if the other party commits a material breach of any of the terms of this Contract.**

In the event this Contract is terminated because of a violation or breach of the contract terms by the Head Start Provider, FBISD shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.

Notwithstanding any of the foregoing, FBISD may not terminate the Contract in part, for example by terminating the Contract at a specific location.

Upon termination, representatives from both parties will conduct a joint inventory review at the locations to ensure proper accounting and return of the Agency's federally funded assets.

## 4. COMPENSATION

The parties shall fund their respective obligations pursuant to the terms of the contract. Neither party shall be entitled to compensation or reimbursement from the other party for the performance of their respective obligations, aside from the meal reimbursements referenced herein.

## 5. RELATIONSHIP OF THE PARTIES

It is understood and agreed that Head Start Provider is a separate legal entity from FBISD and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of FBISD. Head Start Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to this Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation,

disability benefits and like requirements and obligations.

Nothing in this Contract shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

**6. NO WAIVER OF IMMUNITY**

FBISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee or representative of FBISD.

**7. AUTHORIZATION OF CONTRACT**

Each party represents and warrants to the other that the execution of this Contract has been duly authorized, and that this Contract constitutes a valid and enforceable obligation of such party according to its terms.

**8. NO WAIVER**

No waiver of a breach of any provision of this Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

**9. NOTICE**

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: BakerRipley  
Attn: Kathryn Long  
Sr. Director, Procurement and Contract Administration  
4450 Harrisburg Blvd., Suite 200  
Houston, Texas 77011

To: Fort Bend Independent School District  
Attn: Kwabena Mensah  
Chief of Schools 16431  
Lexington Blvd. Sugar  
Land, Texas 77479

With a copy to: Fort Bend Independent School District  
Attn: Department of Legal Services  
16431 Lexington Blvd.

Sugar Land, Texas 77479

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

**10. NO ASSIGNMENT**

No assignment of this Contract or of any duty or obligation or performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

**11. SECTION HEADINGS**

The headings of sections contained in this Contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Contract.

**12. GOVERNING LAW**

This Contract is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Fort Bend County, Texas, for any action under this Contract.

In connection with FBISD's defense of any suit against it and/or FBISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims under this Contract in which FBISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, FBISD shall be entitled to recover its actual attorneys fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

**13. COMPLIANCE WITH LAW**

Head Start Provider shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this Contract, Head Start Provider shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract and provide Head Start/Early Head Start services. When required or requested by FBISD, Head Start Provider shall furnish FBISD with satisfactory proof of Agency's compliance with this provision.

The parties understand and agree that federal funds may be used to pay for Services under this Agreement and that this Agreement is subject to appropriation, approval, and disbursement of such funding by the United States federal government and its funding administrators, including, but not limited to, the Texas Education Agency. The parties agree to comply with any terms, conditions, and policies related to the use of federal funds, including, but not limited to, the Education Department General

Administrative Regulations (“EDGAR”) and any other requirements related to applying for, receiving, managing, and reporting federal funds. Agency shall complete the “EDGAR Certification” attached as Exhibit D and incorporated by reference. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Agreement. Notwithstanding any contrary provision of this Agreement, if either party does not receive sufficient funding for Services under this Agreement, upon written notice to the other party, the party that is insufficiently funded may terminate this Agreement without penalty or further obligation to the other party at the end of the period for which funding is available.

**14. ORIGINALS**

This Contract may be executed in multiple counterparts, each of which shall have the full force and effect of the original Contract, and each together shall constitute but one of the same instruments.

**15. REPORTS**

To the extent applicable, FBISD and Head Start Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. No written reports of any kind shall be released to any third parties without prior written approval of FBISD.

**16. INDEMNITY**

Head Start Provider shall hold FBISD and its past and present and future trustees, officers and employees harmless and shall indemnify all such parties against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party, occurring or in any way incident to, arising out of, or in connection with any acts of Head Start Provider and its agents, employees, and subcontractors done in connection with this Contract.

Nothing in this Contract shall be construed to create a claim or cause of action against the District for which it is not otherwise liable, nor to waive any immunity or defense to which the District may be entitled nor to create an impermissible deficiency debt of the District.

**17. CRIMINAL HISTORY BACKGROUND CHECK**

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Head Start Provider certifies that all employees, subcontractors and volunteers of the Head Start Provider who are hired by Head Start Provider on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections.

Head Start Provider shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety (“DPS”) information that is required by the DPS

for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Head Start Provider must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Head Start Provider must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Head Start Provider has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this Contract if the district determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for undisputed services performed before the termination of the contract.

## **18. RELEASE OF INFORMATION**

Unless required by law, the existence and terms of this Contract may not be disclosed by Head Start Provider to any third party without the prior written consent of FBISD. Head Start Provider may not publish or use any publicity materials relating to this Contract or use FBISD's name without the written consent of FBISD.

## **19. RECORDS RETENTION AND AUDITS**

FBISD or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Head Start Provider's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Head Start Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U. S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by

the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

## **20. STUDENT RECORDS**

To the extent that Head Start Provider will come into possession of student records and information, and to the extent that Head Start Provider will be involved in the survey, analysis, or evaluation of students, incidental to this Contract, Head Start Provider agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act.

## **21. TEXAS PUBLIC INFORMATION ACT**

In the event that FBISD is required to furnish information or records pursuant to the Texas Public Information Act, Head Start Provider shall furnish all such information and records to FBISD and FBISD shall have the right to release such information and records.

## **22. BUSINESS ETHICS**

During the course of pursuing contracts, and the course of contract performance, Head Start Provider will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of FBISD, its authorized agents and representatives, or to family members of any of them. At any time Head Start Provider believes there may have been a violation of this obligation, Head Start Provider shall notify FBISD of the possible violation. FBISD is entitled to request a representation letter from Head Start Provider, its subcontractors or vendors at any time to disclose all things of value passing from Head Start Provider, its subcontractors or vendors to FBISD's personnel or its authorized agents and representatives.

## **23. BUSINESS CERTIFICATES / TAXES**

All Head Start Provider or Professional Services Head Start Providers entering into a contract with FBISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

**Corporations** (domestic or foreign \*) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.586 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and Taxes are paid.

### **Partnerships and Joint Stock Companies, and Limited Liability Partnerships**

(domestic or foreign\*) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105--PARTNERSHIPS AND JOINT STOCK COMPANIES, CHAPTER ONE --- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED LIMITED PARTNERSHIP ACT, Article 6132a-1. "Texas Revised Limited Partnership Act." All partners in a partnership must file a "Certificate of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request.

**The Head Start Provider whether corporate, partnership or sole owner must be current on FBISD Property Taxes.** If commercial personal property is located in the jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22, Section 22.01, of the Texas "PROPERTY TAX CODE".

**\*Note:** Foreign means formed under laws of another state; Domestic means formed under Texas laws.

### **Assumed Names**

An assumed name certificate (or DBA) shall be properly registered with the Harris County Clerk's Office for anyone wishing to do business under another name. This applies to corporate entities as well as individuals. The contract should be in the name of the individual or entity d/b/a the assumed name, rather than just the assumed name. Chapter 71, Texas Business and Commerce Code.

## **24. CONFIDENTIAL & PROPRIETARY INFORMATION**

The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

**25. DATA AND PROPRIETARY RIGHTS**

All Work, as defined under this Contract, shall be deemed “Work Made For Hire” as defined by the United States Copyright Law, and FBISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Head Start Provider personnel in the course of performing the Work.

**26. DEBARMENT AND SUSPENSIONS**

Head Start Provider certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

**27. DISPUTE RESOLUTION**

In the event that logistical or other problems arise during the implementation of this Contract, the principal or supervisor of the FBISD Location and the Head Start provider’s staff will attempt to resolve such matters at the campus level. If, however, resolution is not achieved at this level, the matter may be referred to the Head Start Provider’s Head Start/Early Head Start Senior Director and FBISD’s Director of Special Programs, who will work together to satisfactorily resolve the problem or concern.

**28. COMPLETE UNDERSTANDING**

This Contract shall constitute the complete understanding of Head Start Provider and FBISD, and may not be modified in any manner without the express written consent of both parties.

By signing the Contract, the Head Start Provider affirms that there is no personal or financial conflict of interest between the Head Start Provider or the Head Start Provider’s family and the District.

IN WITNESS THEREOF, FBISD and Head Start Provider have executed this Contract effective on this \_\_\_\_\_ day of \_\_\_\_\_.

HEAD START PROVIDER  
BAKERRIPLEY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Rene Solis  
Chief Program Officer

\_\_\_\_\_  
Taxpayer Identification Number

FORT BEND INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date \_\_\_\_\_  
President, Board of Trustees

## EXHIBIT A – Facility Site Configurations

### I. Head Start Program Administrative Partnership Fee

#### A. School Information

FBISD Facility	Facility Area(s)	No. of Days (174 Student)	Hours per Day (2018-19 Elementary Bell Schedule 8:10-3:25)
Mission Bend ES	2 Portable Buildings, Playground, Common Areas, Restrooms	174	7
Ridgemont ELC	6 PreK 4 Collaboration Classrooms, Playground, Common Areas, Restrooms	174	7
Education Complex	7 Early Headstart Classrooms, 3 Offices, 1 Parent/Break Room, 1 Storage/Laundry Room, Playground, Common Areas, Restrooms	174	7

#### B. 2021 – 22 Billing

**Total Due: \$41,280**

### II. Billing

- A. Billings shall be provided by FBISD on or before the 15<sup>th</sup> of each month, in the amount of \$4,586.67(The total contract amount due divided by nine – September through May) The first bill will be issued in August, due September.
- B. All payments are due within thirty days of the invoice date, to the contact cited below.
- C. Billing contact is as follows:  
Carmen Torres  
555 Julie Rivers Drive  
Sugar Land, TX 77478  
(281) 634-5568  
[Carmen.torres@fortbendisd.com](mailto:Carmen.torres@fortbendisd.com)
- D. Payments are nonrefundable.

## Exhibit B – Facility Use Guidelines

### FORT BEND INDEPENDENT SCHOOL DISTRICT FACILITY USE AGREEMENT

NAME OF ORGANIZATION:		CAMPUS LOCATION:	
ADDRESS (STREET, CITY, STATE, ZIP):		AREA NEEDED:	
BILLING ADDRESS (STREET, CITY, STATE, ZIP):		DATE OF INTENDED USE (SINGLE USE): <i>*Must initiate this Agreement 30 days prior to intended date of use.</i>	
NAME OF CONTACT (PERSON RESPONSIBLE FOR FACILITY AND/OR EQUIPMENT):		<b>*FOR RE-OCCURRING RESERVATIONS*</b>	
		BEGINNING DATE:	ENDING DATE:
CONTACT WORK PHONE:	CONTACT CELL PHONE:	CHECK ALL DAYS REQUESTING: _____ WEEKLY M TU W TH F SA SU	
CONTACT ADDRESS (STREET, CITY, STATE, ZIP):		_____ CONSECUTIVE DATES _____ - _____	
		_____ MONTHLY BEGINNING MONTH: _____ FINAL MONTH: _____	
CONTACT EMAIL ADDRESS:		NUMBER IN ATTENDANCE (APPROX):	
CONTACT DRIVERS LICENSE NUMBER:		REASON FOR FACILITY USE:	
EIN # (if applicable)		LIST ANY SPECIAL EQUIPMENT (TABLES, CHAIRS, ETC.) NEEDED:	

### Hold Harmless Agreement and Facility Use Terms and Conditions

To the extent permissible by the Constitution and laws of the State of Texas, the user(s) of a School District facility agrees to protect, indemnify and hold free and harmless, Fort Bend Independent School District, its Board of Trustees, officers, employees, and agents from and against any and all claims, demands, causes of action, or other litigation (including all costs thereof and attorney's fees) of every kind and character on account of personal injuries, deaths, bodily injury or damage to property, of the public, Fort Bend ISD or the user herein, its or their guest, employees, supervisors, vendors and agents whether resulting from the performance of its obligations hereunder or the quality or safety of the programs used and/or the equipment or property of the user herein, all of these without regard to fault, even if any indemnified or injured party is negligent in whole or part.

By signature on this agreement, I, as the contact person duly authorized to act on behalf of the above-named organization, I acknowledge and agree that:

1. The District shall have first priority of facility use and may cancel any agreement of any facility prior to the event (48 hours except in case of emergencies) if the District determines that it must use the facility for a function/event directly related to the operation of the District. This is applicable also to changes in UIL schedule that creates conflict with rental contract.
2. The District reserves the right to adjust or restrict the hours of use by any group or organization in order to accommodate the greatest number of requests.
3. The use of the facility requested will be restricted to the areas designated and approved for the reservation and to individuals associated with the organization in order to maintain security. (Subleasing is prohibited.)
4. Adult supervision will be provided by the group/organization at all times.
5. No activity shall be scheduled in a school building or on school grounds that interferes with individual school operations or is injurious to school property, a nuisance to residents living nearby, or conflicts with scheduled District maintenance activities.
6. The use, sale or possession of any weapons, firearm (including concealed or open-carry handguns without specific authorization), illegal drugs, alcoholic beverages, and pyrotechnics (including fireworks) and the use of tobacco products and e-cigarettes on any Fort Bend ISD property are prohibited.
7. The use, possession, or storage of any pesticide or herbicide on any Fort Bend ISD property is prohibited.
8. Food and drinks, to include Food Trucks, are subject to Enterprise Funds Department approval.

9. Performances, exhibitions, or activities that are deemed indecent, obscene, immoral, or in any manner publicly offensive are not allowed. School property shall not be used for the teaching, promoting, disseminating or furtherance of any theory or doctrine of subversive nature, intended or threatening to undermine or overthrow the constituted form of government of the United States or of the State of Texas.
10. Individuals/Groups/Organizations reserving a Fort Bend ISD facility may not post any signage on District property except at the facility during the scheduled date and time of the facility reservations. All signs (inside and outside) must be freestanding or suspended from existing hardware and must be approved by the Enterprise Funds Department prior to use.
11. Individuals/Groups/Organizations reserving a Fort Bend ISD facility shall conduct their business in an orderly manner.
12. The Maker shall be held liable with any contracting organization that might be represented by the Maker for payment to Fort Bend Independent School District of the fees for use of school facilities as well as fees for setup or rearrangement of furniture and equipment by District personnel.
13. The contracting organization will provide a certificate of insurance in the amount of not less than \$100,000/300,000 issued to the District prior to the use of a facility by an outside organization. The District shall be the co-insured party in such contract. Access to the facility shall not be permitted until the application and insurance has been screened and approved.
14. All contracting organizations will give the Caretaker and/or Event Supervisor the name of the person in charge of the group and that person will complete the Fort Bend I.S.D. Building Use Questionnaire when vacating the premises.
15. Contracting organizations will be responsible for furnishing ushers, ticket takers, parking attendant or law enforcement officers. Recreational activities having 50 or more persons in attendance shall employ Fort Bend ISD officers for crowd control. Fort Bend ISD reserves the right to require any additional personnel deemed necessary for the safe and proper use of the facilities.
16. All federal, state and local laws and rules of police and fire departments must be complied with by the organization using the building.
17. All decoration used within the facility must be fireproof, in accordance with the National Fire Prevention Association guidelines, and are subject to the approval of the Assistant Director of Enterprise Funds. No open flame decoration shall be permitted, and no decorations shall be fastened to the floor, walls or ceilings with nails, screws, scotch tape, wax or other fasteners that will damage the finish of the building surface.
18. The District shall provide caretaker service and the facility and/or equipment shall be under the supervision of the Caretaker and/or Event Supervisor. The District shall determine the caretaker assignment for all facility use.
19. The District may assign an Event Supervisor to oversee the facility rental event at its discretion. A fee will be assigned accordingly.
20. The Individual/Group/Organization is responsible for reading the Fort Bend ISD policies GKD (Legal), GKD (Local) and GKD (Regulation) prior to using a Fort Bend ISD facility. Failure to adhere to Fort Bend ISD policies and procedures may result in forfeiture of the current utilization and future use of District Facilities.
21. The Facility Use Agreement is not valid until confirmation from the District Enterprise Funds Department is provided.
22. Charges for an event are assessed from the time the facility is opened for the event until it is cleaned and secured. In the event of a no-show, a two-hour minimum fee plus any expenses incurred by the District in arranging for the use of the facility as per the Agreement will be charged.
23. It is understood that the estimated cost incurred under this Agreement will be prepaid by the organization upon execution of contract. Should the facility be used for time or manner exceeding that specified in the Agreement, an extra fee for the actual cost of additional use will be assessed and billed to the organization. Additional fees incurred by this agreement shall be paid to Fort Bend ISD within (10) days of the invoice.
24. Failure to pay an invoice on time will result in immediate cancellation of all future contracts. All past due accounts may be turned over to a collection agency.
25. The Assistant Director of Enterprise Funds must authorize any changes to the Agreement. Changes must be requested by the renting organization in writing within 72 hours of the event. Direct contact with the campus regarding changes is prohibited.
26. All terms and conditions are governed by Board policies GKD (legal), GKD (Local) and GKD (Regulation) as they now exist or may hereafter be amended. In the event of any conflict between the terms and conditions of this Agreement and Board policy, Board policy will control.
27. The Maker must schedule all site visits and discuss all event details with the Enterprise Funds Department. In order to preserve the schools focus on education, direct contact regarding facility use with the campus staff is prohibited.

Printed Name of Sponsor	Printed Name of Athletic Administrator
Signature of Sponsor	Signature of Athletic Administrator
Date	Date
Please return to: Carmen.torres@fortbendisd.com	

FOR INTERNAL USE ONLY			
___ APPROVED      ___ DENIED	RESERVATION #	PAYMENT RECEIVED:	INSURANCE
<i>Assistant Director of Estuaries Park</i>  _____ Date		CHECK # DATE: BY: _____	RECEIVED AND FILED WITH CONTRACT DATE: _____ BY: _____
REASON FOR DENIAL:		CONTACTED ORGANIZATION WITH CONFIRMATION:	
		DATE:	BY:

\*\* The next page contains the fees assessed in accordance to this Agreement, due upon execution of the Agreement.

## EXHIBIT C – Meal Requirements and Meal Services

### I. Meal Requirements and Meal Services

#### A. Delivery of Meals

FBISD will provide delivered breakfast, lunch and snack meals to the BakerRipley Agency's Head Start classrooms at the following campuses:

Mission Bend Elementary	16200 Beechnut, Houston, Texas 77083
FBISD Educational Complex	1557 Independence Blvd. Missouri City, Texas 77489

These meals shall be in accordance with the United States Department of Agriculture, Child Nutrition Programs, Child and Adult Care Food Program (CACFP). The number of meals is subject to change based on enrollment. The meals times may also be subject to change based on student arrival time.

#### B. School Information

	Number of Students	Age	Breakfast Time	Lunch Time	Snack Time
Mission Bend	Up to 68	3-5 years	8:00 a.m.	11:00 a.m.	1:20 p.m.
FBISD Ed Complex	Up to 34	1-4 years	8:30 a.m.	11:30 a.m.	2:00 p.m.

#### C. Meal Pattern

FBISD will provide daily delivered meals breakfast, lunch and snacks at the designated times. All meals provided shall comply with the meal pattern requirements of the Child and Adult Care Food Program (CACFP) Meal Pattern Revisions as Related to the Healthy, Hunger-Free Kids Act of 2010 (released April 25, 2016) and/or National School Lunch Program/School Breakfast Program (NSLP/SBP) Meal Pattern, which ever takes precedence in the meal planning system. All menu planning shall be in accordance with the Administrator's Reference Manual (ARM) sections 8 and 9 and the CACFP Handbook section 4112.2.

<http://www.squaremeals.org/Portals/8/FNDForms/ProgramHandbooks/CCCHandbook-Section 4000 2017 01 04.pdf>

#### D. Food Items Served

Decisions regarding the specific foods served and their preparation are made locally between FBISD and the Agency through joint meal planning. FBISD must submit monthly menus and delivery receipts to the Agency. The delivery receipt must indicate the following:

- Identify the menu items
- Amount and quantity of each menu item delivered
- Number of servings of each menu item
- Serving instructions which includes serving size and utensil to be used in serving

#### E. Family Style Meal Service Requirement

FBISD will provide Family Style Meals Service for menu items with serving utensils. Also provided are plates, eating utensils, napkins, straws and any condiments that accompany the menu for the day. Individual milk is included for each student receiving a breakfast and lunch in accordance with Head Start Performance Standards 1304.23 (c)(4). Snacks are served in accordance with all menu pattern requirement with either a milk or juice. All menus are subject to change based on product availability.

#### F. Special Food Preparation

FBISD will provide food that has been prepared in such a way that Head Start and Early Head Start

students can manage the consumption (i.e., diced foods, soft foods etc.). Foods that could result in a choking hazard to students shall not be provided as part of the meal patterns.

G. Special Dietary Needs

FBISD will prepare meals that accommodate the special dietary needs of all students, inclusive of religious and with identified medical needs officially on file. These meals are planned on as needed basis. FBISD shall be provided the number of special diet meals, specific dietary restrictions to ensure proper meal planning, in compliance with CACFP regulations, for the student occurs. Based on the specific need FBISD may require a two weeks lead time frame to secure the required food items; during this two week time frame the special meal requirement remains the duty of the Agency. FBISD cannot accommodate meal modifications that result in a food cost greater than fifty percent of the meal billing rate.

H. Meal Service Claims for Reimbursement

The Agency shall provide the number of meals needed for meal service to the FBISD designated preparation official a minimum of 24 hours in advance.

- Example: Monday 8:00 a.m. for Tuesday 8:00 a.m. Breakfast, etc.
- FBISD shall base the billing on the number of meals/snacks ordered daily
- Therefore, daily request for meals/snacks should be as accurate as possible

II. Billing

A. Student meal rates shall be based on the current school year USDA Reimbursement Rates for CACFP which change annually in July:

1. Breakfast Rate \$ 1.97 (2021-2022)
2. Lunch Rate \$ 3.92 (2021-2022)
3. Snack \$ 1.00 (2021-2022)

B. Adult meal rates shall be based on the current school year FBISD charge for adult meals:

1. Breakfast Rate \$ 2.25 (2021-2022)
2. Lunch Rate \$ 3.25 (2021-2022)
3. Snacks shall not be provided for adults

C. Billings shall be provided by FBISD on or before the 15<sup>th</sup> of each month for the meals delivered the prior calendar month

Billing Contact and Address is as follows: BakerRipley, Head Start Provider

Veronica Juarez, Child Nutrition Manager  
Adrian Yam, Director of Accountability

[ayam@bakerripley.org](mailto:ayam@bakerripley.org)

[vjuarez@bakerripley.org](mailto:vjuarez@bakerripley.org)

Accounts Payable  
P.O. Box 271308  
Houston, Texas 77223

[ap@bakerripley.org](mailto:ap@bakerripley.org)

D. Payments shall be provided by the Agency on or before the 15<sup>th</sup> of the following month for the meals delivered the prior calendar month (within 30 calendar days)

Payment Contact and Address is as follows:

Fort Bend ISD Child Nutrition Department  
Attention:

Matt Antignolo, Director of Nutrition  
Tiffany Ireland, Assistant Director of Business  
Beth Garcia, Assistant Director  
Paulette Boston, Administrative Assistant

[matthew.antignolo@fortbendisd.com](mailto:matthew.antignolo@fortbendisd.com)  
[tiffany.ireland@fortbendisd.com](mailto:tiffany.ireland@fortbendisd.com)  
[elizabeth.garcia@fortbendisd.com](mailto:elizabeth.garcia@fortbendisd.com)  
[paulette.boston@fortbendisd.com](mailto:paulette.boston@fortbendisd.com)

555 Julie Rivers Drive  
Sugar Land, TX 77478

## Exhibit D – EDGAR Certifications

### EDGAR CERTIFICATIONS ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Fort Bend Independent School District ("FBISD") expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

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#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

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(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when FBISD expends federal funds, FBISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when FBISD expends federal funds, FBISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. FBISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if FBISD believes, in its sole discretion that it is in the best interest of FBISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by FBISD as of the termination date if the contract is terminated for convenience of FBISD. Any award under this procurement process is not exclusive and FBISD reserves the right to purchase goods and services from other vendors when it is in FBISD's best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when FBISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision

to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when FBISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when FBISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by FBISD resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by FBISD, Vendor certifies that during the term of an award for all contracts by FBISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by FBISD, Vendor certifies that during the term of an award for all contracts by FBISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by FBISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When FBISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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It is the policy of FBISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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FBISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

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Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**For: Fort Bend ISD Board of Trustees**  
**Date: February 14, 2022**  
**Action: Consideration and Approval –**  
**Annual Financial Audit Engagement**  
**Letter**  
**References: Board Policy**  
**Board Governance**  
**Department: Business and Finance**

**Recommendation**

Consideration and possible approval of the Annual Financial Audit Engagement letter with Whitley Penn LLP for fiscal year 2021-22.

**Summary**

The District is required to have a financial audit of its records each fiscal year to comply with Generally Accepted Accounting Principles (GAAP), state law and to ensure compliance with bond covenants. Whitley Penn has submitted a letter of engagement for the annual financial audit.

Fort Bend ISD issued proposals for external audit services in 2020 and the Board approved Whitley Penn LLP to provide annual independent audit services for 2021, with the option to renew for four (4) years. It is necessary for the Board to approve an engagement letter with Whitley Penn each year so that the audit staff can begin preliminary testing in conjunction with the end of year audit. The audit for fiscal year 2021-22 represents the first of four (4) renewals exercised. The estimated annual audit fee of \$145,000 and funds are included in the General Fund Budget. The estimated fees are the same as last year's audit fees.

The engagement letter, dated January 4, 2022, is attached for the Board to execute. The estimated date for presentation of the final annual audit report to the Audit Committee and Board of Trustees is no later than November 2022.

Recommended by:

Christie Whitbeck  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

January 6, 2022

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

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Fort Bend Independent School District (the "District"), as of June 30, 2022 and for the year then ended, and the related notes to the financial statements, which collectively comprise the District's basic financial statements.

In addition, we will audit the District's compliance over major federal award programs for the year ended June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. .

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards* and perform procedures to address those requirements.

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

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

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

- 1) Combining and Individual Non-major Fund Financial Statements,
- 2) Texas Education Agency Schedules, and
- 3) Schedule of Expenditures of Federal Awards

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

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

#### **Data Collection Form**

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

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

#### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and *in accordance with Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

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

#### **Audit of Major Program Compliance**

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's

compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

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

### **Management's Responsibilities**

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

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:

- a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report;<sup>4</sup> and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
  17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
  18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
  19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
  20. For the accuracy and completeness of all information provided;
  21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
  22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

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

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

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

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

### **Nonattest Services**

Nonattest services could include assistance with the preparation of financial statements including the government-wide conversion entries and note disclosures, assistance with the preparation of the schedule of expenditures of federal awards (SEFA) and related notes, and assistance with the preparation of the data collection form and submission to the federal audit clearinghouse. We will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are described below:

The nonattest services are limited to the services we described above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the District regarding these nonattest services, but the District must make all decisions with regard to those matters.

### **Fees and Timing**

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

Document internal control and preliminary tests	April 2022
Inventory observation (for material balances)	June 30, 2022 or agreed upon date
Perform year-end audit procedures	August/September 2022
Issue audit reports	October/November 2022

We anticipate meeting these deadlines barring any delays.

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

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$128,750. This fee includes up to three (3) major federal programs. Each additional federal major program required to be tested will be an additional \$5,000. Assistance with the preparation of the annual comprehensive financial report will be \$20,600. The fee estimate for the audit is based on anticipated cooperation from the District's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

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

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

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

- 1) Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to

us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.

- 2) The District's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
- 3) Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
- 4) Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

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

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

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

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

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

#### **Other Matters**

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

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

To the Board of Trustees and Management  
Fort Bend Independent School District  
January 6, 2022  
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free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

In the event we are required by government regulation, required by subpoena or other legal process to produce information or our personnel for interviews or depositions in relation to a matter involving the District, the District will, so long as we are not a party or the focus of the proceeding or inquiry in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

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

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

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

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

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

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

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

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

To the Board of Trustees and Management  
Fort Bend Independent School District  
January 6, 2022  
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- Our view about the qualitative aspects of the District’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

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

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

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

Respectfully,



Houston, Texas

RESPONSE:

This letter correctly sets forth our understanding. Acknowledged and agreed on behalf of Fort Bend Independent School District by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Report on the Firm's System of Quality Control

July 19, 2018

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

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

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

### Firm's Responsibility

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

### Peer Reviewer's Responsibility

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

### Required Selections and Considerations

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

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

### Opinion

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

*Olsen Thielen & Co., Ltd.*

Olsen Thielen & Co., Ltd.

**For: Fort Bend ISD Board of Trustees**  
**Date: February 14, 2022**  
**Action: Consideration and Approval –**  
**Efficiency Audit Engagement Letter**  
**References: Board Policy**  
**Board Governance**  
**Department: Business and Finance**

**Recommendation**

Consideration and possible approval of the Efficiency Audit Engagement letter with Whitley Penn LLP for fiscal year 2021-22.

**Summary**

The District is required to conduct an efficiency audit as required by House Bill 3 from the 86<sup>th</sup> Legislature prior to conducting a Voter-Approval Tax Rate Election (“VATRE”). For the 2022-23 school year, a VATRE may need to be a consideration. Completion of an efficiency audit does not require a VATRE be held, but it provides the Board with flexibility to vote in August 2022 on holding a VATRE in November 2022 if the option is needed.

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

- The District must select an auditor to conduct an efficiency audit “not later than four (4) months before the date on which the district proposed to hold [a VATRE];”
- The audit must be completed 90 days after the letter of engagement is signed with the auditor;
- Not later than 30 days before the date of the election, the results of the efficiency audit must be posted on the district’s website.

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

<b>Dates</b>	<b>Activity</b>
March 29 – April 9	Sign letter of engagement and begin efficiency audit
June 29 – July 9	Completion of efficiency audit
June 30 – July 17	Review results of efficiency audit with Board Audit Committee
July 18	Open meeting to discuss results of efficiency audit; publication of efficiency audit on District’s website
August 8	Board votes to call VATRE (must be called at least 78 days prior to the election)
November 8	VATRE conducted (must be on a uniform election date)

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

Fort Bend ISD issued proposals for external audit services in 2020, including an efficiency audit, and the Board approved Whitley Penn LLP to provide the services in 2021, with the option to renew for four (4) years. The estimated fee for the efficiency audit is \$22,000 for the efficiency audit and is included in the General Fund Budget.

The engagement letter, dated January 19, 2022, is attached for the Board to execute.

Recommended by:

Christie Whitbeck  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

January 19, 2022

To the Board of Trustees and Management  
Fort Bend Independent School District  
16431 Lexington Blvd.  
Sugar Land, TX 77479

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

### **Efficiency Audit Objectives, Scope and Methodology**

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

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

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

- A high-level summary of any significant findings of the efficiency audit, and any District responses to the findings.

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

1. Five (5) to ten (10) peer districts will be selected to develop a simple average and we will use the same comparison group throughout the audit.
2. Include the overall accountability rating (A-to-F and a corresponding scale score of 1 to 100) and compare the District's peer districts' average score. We will also list the following District's campus information:
  - a. Accountability rating count for each campus level within the District.
  - b. Names of the campuses that received an F accountability rating
  - c. Campuses that are required to implement a campus turnaround plan
3. Report on the District's School FIRST rating. For a rating of less than A-, we will list the indicators not met.
4. We will report on the District's student characteristics, attendance rates and total enrollment.
  - a. The following select student characteristics for the District, its peer districts and the State average.
    - i. Total students
    - ii. Economically disadvantaged
    - iii. English Learners
    - iv. Special Education
    - v. Bilingual/ESL Education
    - vi. Career and Technical Education
  - b. Attendance rate for the District, its peer districts and the State.
  - c. Five-year enrollment for the District for the most recent school year and four (4) years prior, the average annual percentage change based on the previous five years and the projected next school year.
5. The following indicators related to the District's revenue, its peer districts' average and the State average.
  - a. Local M& O Tax (Retained) (without debt service and recapture)
  - b. State
  - c. Federal
  - d. Other local and intermediate
  - e. Total revenue

Any significant variances will be explained.
6. The following indicators related to the District's expenditures, its peer districts' average, and the State average are as follows:
  - a. Instruction
  - b. Instructional resources and media
  - c. Curriculum and staff development

- d. Instructional leadership
- e. School leadership
- f. Guidance counseling services
- g. Social work services
- h. Health services
- i. Transportation
- j. Food service operation
- k. Extracurricular
- l. General administration
- m. Plant maintenance and operations
- n. Security and monitoring services
- o. Data processing services
- p. Community services
- q. Total operating expenditures

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

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

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

8. Report on the General Fund operating fund balance, excluding debt service and capital outlay, for the past five years and per student. This will include analyzing unassigned balance per student and as a percentage of three-month operating expenditures. This will be presented for peer districts as well and an explanation for significant variances.
9. Report the District's allocation of staff, and student-to-teacher and student-to-total staff ratios for the District, its peer districts and the State average. The following staff categories will be used:
  - a. Teaching
  - b. Support
  - c. Administrative
  - d. Paraprofessional
  - e. Auxiliary
  - f. Students per total staff
  - g. Students per teaching staff
10. Report the District's teacher turnover rate as well as its peer districts and the State's average.
11. For each of the following programs offered by the District, we will report the number of students served, percentage of enrolled students served, program budget, program budget as a percentage of the District's budget, total staff or the program, and student-to-staff ratio for the program.

- a. Special Education
  - b. Bilingual Education
  - c. Migrant Programs
  - d. Gifted and Talented Programs
  - e. Career and Technical Education
  - f. Athletics and Extracurricular Activities
  - g. Alternative Education Program/Disciplinary Alternative Education Program
  - h. Juvenile Justice Alternative Education Program
12. We will describe how the District maximizes available resources from state sources and regional education service centers to develop or implement programs or deliver services.
13. We will report on the District's annual external audit report's independent auditor's opinion as required by Government Auditing Standards.
14. If applicable, explain the basis of TEA assigning the District a financial-related monitoring/oversight role during the past three years.
15. In regards to the District's budget process, we will provide a response to each of the following questions:
- a. Does the District's budget planning process include projections for enrollment and staffing?
  - b. Does the District's budget process include monthly and quarterly reviews to determine the status of annual spending?
  - c. Does the District use cost allocation procedures to determine campus budgets and cost centers?
  - d. Does the District analyze educational costs and student needs to determine campus budgets?
16. We will provide a description of the District's self-funded program, if any, and analyze whether program revenues are sufficient to cover program costs.
17. We will report whether the District administrators are evaluated annual and, if so, explain how the results inform District operations.
18. In regards to the District's compensation system, we will provide a response to the following questions:
- a. Does the District use salary bonuses or merit pay systems? If yes, explain the performance-based systems and the factors used
  - b. Do the District's salary ranges include minimum, midpoint, and maximum increments to promote compensation equity based on the employee's education, experience, and other relevant factors?
  - c. Does the District periodically adjust its compensation structure using verifiable salary survey information, benchmarking, and comparable salary data?
  - d. Has the District made any internal equity and/or market adjustments to salaries within the past two years?
19. In regards to planning, we will provide a response for each of the following questions:
- a. Does the District develop a District Improvement Plan (DIP) annually?
  - b. Do all campuses in the District develop a Campus Improvement Plan (CIP) annually?
  - c. Does the District have an active and current facilities master plan? If yes, does the District consider these factors to inform the plan:
    - i. Does the District use enrollment projections?

- ii. Does the District analyze facility capacity?
    - iii. Does the District evaluate facility condition?
  - d. Does the District have an active and current energy management plan?
  - e. Does the District maintain a clearly defined staffing formula for staff in maintenance, custodial, food service, and transportation?
- 20. In regards to District academic information, we will provide a response for each of the following questions:
  - a. Does the District have a teacher mentoring program?
  - b. Are decisions to adopt new programs or discontinue existing programs made based on quantifiable data and research?
  - c. When adopting new programs, does the District define expected results?
  - d. Does the District analyze student test results at the district and/or campus level to design, implement and/or monitor the use of curriculum and instructional programs?
  - e. Does the District modify programs, plan staff development opportunities, or evaluate staff based on analyses of student test results?

#### **Audit Procedures – General**

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

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

#### **Management's Responsibilities**

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

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

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

#### **Engagement Administration, Fees, and Other**

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

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

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

We expect to begin our efficiency audit on or about May 1, 2022, or as soon as is practical for our engagement team and the District's staff. We anticipate that we will complete our audit by July 31, 2022. Guadalupe R. Garcia, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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

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

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

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

Very truly yours,

Handwritten signature in black ink that reads "Whitley Penn LLP". The signature is written in a cursive style with a large, looped initial "W".

**RESPONSE:**

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Report on the Firm's System of Quality Control

July 19, 2018

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

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

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

### Firm's Responsibility

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

### Peer Reviewer's Responsibility

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

### Required Selections and Considerations

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

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

### Opinion

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

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

Olsen Thielen & Co., Ltd.

<b>BOT Meeting:</b>	<b>February 14, 2022</b>
<b>Solicitation No.:</b>	<b>RFP 21-076DE</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>Delinquent Account Collection Services</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the utilization of delinquent account collection services from Collection Bureau of Ft. Walton Beach, Inc., and authorization for the Superintendent to negotiate and execute the agreements through February 2027.</p> <p><b><u>Summary</u></b></p> <p>On October 21, 2021, Fort Bend ISD issued RFP 21-076DE Delinquent Account Collection Services. This proposal requested vendor information for debt collection services of Fort Bend ISD's delinquent accounts receivable. The vendor will provide collection services, guarantees, and other procedures to control losses. The proposals submitted were evaluated by staff from the Business &amp; Finance, Child Nutrition, and Information Technology Departments.</p> <p>In an effort to continue with the budget and fiscal strategy presented to and adopted by the Board in 2016 to control losses from delinquent accounts, the Business and Finance Department is seeking the services of a collection agency to manage and recoup funds from all aged outstanding balances including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Unpaid facility rental fees</li> <li>• Overpayments to former employees</li> <li>• Unpaid Child Nutrition balances</li> <li>• Unpaid advertising fees</li> <li>• Unpaid tuition for Extended Day / Learning programs</li> <li>• Unpaid extracurricular dues / fees</li> <li>• Unpaid fees for IT devices not returned to the District</li> </ul> <p>Business and Finance has developed and updated internal guidelines for the collection of delinquent account receivables, taking into consideration the billing and receiving process as a whole to ensure consistency and timely attention to delinquencies. The guidelines include a minimum of three (3) customer notifications at 30-day intervals (invoice or statement) with the third notification indicating that the account will be referred to a collection agency if payment is not received within a specified date. Furthermore, the District requires that the collection agency comply with all applicable federal, state and local regulations as they relate to collections.</p>

	<p><b><u>Background</u></b>  Expenditures will not exceed seventeen percent (17%) of receivable balances collected by the firm and is a reduction of three percent from the rate retained by the previous collections vendor. This is an expenditure that will be recorded as a contra-revenue through February 2027.</p>
Requested By:	Bryan Guinn, Chief Financial Officer
Vendors:	Collection Bureau of Ft. Walton Beach, Inc.
Budget Sources:	General Fund Enterprise Funds
Amount:	Not to exceed 17% of delinquent accounts receivable through February 2027
<b>Other Supporting Information</b>	
Sole Source:	No
Number of vendors contacted by Purchasing:	21
Number of vendors contacted by FBISD Notification System:	21
Number of vendors downloaded the solicitation:	28
Number of responses received:	1
Number of "no bid" responses received:	0
Length of commitment:	Through February 2027
Last solicitation date:	March 11, 2016
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

**Tabulation Summary**  
**RFP 21-076DE Delinquent Account Collection Services**

Vendor	Revenue Share/Commission Rate (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to Which the Goods and Services Meet the Needs of the District (25 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (5 pts. Max)	Insurance Requirements (Pass/Fail)	Agreement to Fort Bend ISD Term and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Collection Bureau of Ft. Walton Beach, Inc.	25.00	5.00	21.14	21.57	1.71	5.00	Pass	10.00	89.42	1

**RFP 21-076DE**  
**Delinquent Account Collection Services**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Revenue Share/Commission Rate</b></p> <p>Offer a fair reasonable revenue share percentage or commission rate for services to be provided to Fort Bend ISD.</p>	25 points
2	<p><b>Reputation of the Vendor and of the Vendor's Goods or Services</b></p> <p>Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of good or services. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</p>	5 points
3	<p><b>Quality of the Vendor's Goods or Services</b></p> <p>Vendor must provide description of their qualifications and experience.</p>	25 points
4	<p><b>Extent to Which the Goods or Services Meet the District's Needs</b></p> <p>Ability to service our accounts with proper staff and prior experience with large scale projects. Vendor must show proof of such project/portfolio along with customer references and contact info.) Vendors must meet these expectations to be considered for recommendation.</p>	25 points
5	<p><b>Vendor's Past Relationship with the District or District of Similar Size</b></p> <p>Vendor may list any past projects or contracts the vendor has had with the District.</p>	5 points
6	<p><b>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</b></p> <p>Annual commission rate.</p>	5 points
7	<p><b>Insurance Requirements</b></p> <p>A copy of the <b>Certificate of Liability Insurance</b> and <b>Waiver of Subrogation</b> should be in your proposal.</p>	Pass/Fail
8	<p><b>Extent to which the vendor agrees to our Standard Form of Agreement.</b> By <b>Signing the Agreement</b>, you assent to the Terms and Conditions of Fort Bend ISD.</p>	10 points
	<b>TOTAL</b>	<b>100 points</b>

**For: Fort Bend ISD Board of Trustees**  
**Date: February 14, 2022**  
**Action: Consent: Consideration and Approval –**  
**Committed Fund Balance Resolution**  
**References: Board Policy**  
**Board Governance**  
**Department: Business and Finance**

**Recommendation**

Administration is seeking Board approval of the Committed Fund Balance Resolution and establishment of budget in 2018 bond for Elementary School 54.

**Summary**

The Governmental Accounting Standards Board has issued Statement No. 54 (GASB 54) that requires that any commitment and assignment of fund balance must be done pursuant to Board action, or by the Board designating the authority for the commitment and assignment of fund balance to the Superintendent.

The Board approved the Fort Bend ISD Fiscal and Budgetary Strategy that further details the District’s resolve to comply with GASB 54. The Board of Trustees has retained the authority to commit fund balance and has authorized the Superintendent to assign fund balance.

Below is a recap of committed fund balances (all are General Fund unless denoted in the table below) as of January 31, 2022 and recommended committed fund balance amounts as of February 28, 2022:

<b>Fund</b>	<b>Committed 01/31/22</b>	<b>Committed 2/28/22</b>
Major Maintenance/Repair	\$6,400,000	\$6,400,000
Campus Activity Funds	7,304,593	7,304,593
Loss of State Revenue	62,400,000	62,400,000
New Schools	4,500,000	4,500,000
Elementary 54	32,820,800	0

\*Reflected in the Special Revenue Funds

- **Major Maintenance/Repair:** The Board committed \$6,400,000 on June 30, 2021 for major maintenance and repair and other capital items. The reserve can be utilized for unforeseen large expenditures that are not included in the annual General Fund or Capital Project Fund budgets such as an air conditioner replacement that is needed immediately at a school due to a mechanical failure, or repairs needed due to a catastrophe that would not be reimbursed from a federal or state grant. The Administration is recommending maintaining the committed fund balance at \$6.4 million.

- Campus Activity Funds: Although campus activity funds are for the benefit of the student body of each campus, there are no legal restrictions on the funds nor are they restricted by any external party. Thus, Administration is recommending the Board maintain the committed balance of \$7.3 million, which is included in the Special Revenue Funds.
- Loss of State Revenue: As prescribed by fiscal policy, Administration is proposing to maintain a committed fund balance equal to approximately 30 days or 8.2% of the proposed General Fund 2021-22 projected expenditures in the event that the state budget reduces funding to public education. Staff recommends the \$62.4 million previously committed be maintained.
- New Schools: Administration is proposing to maintain the committed fund balance of \$4,500,000. The committed balance was established to cover operating expenses for the first year when new schools open.
- Elementary 54: Administration is proposing to release \$32,820,800 in General Fund committed fund balance for the construction contract for Elementary School (ES) 54. Staff recommends that ES54 be substituted for ES52 in the 2018 bond budget, with the intent to include ES52 in a future bond referendum if demographic studies demonstrate the need for the construction of the campus in that area within the timeframe covered by such future bond authorization. The resolution contains findings and determinations supporting the changes.

In connection with the Fund Balance Resolution, the Board would be approving moving the remaining ES52 2018 bond budget of \$41,749,237.08 to ES54. The revised project budget for ES54 will be \$41,749,237.08 as shown in the attached Exhibit 1.

Administration will review committed fund balances in June 2022 and could see approval of additional committed fund balances if the need arises.

Recommended by:

Christie Whitbeck  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

Oscar Perez  
Chief Operating Officer

**Fort Bend Independent School District  
Resolution of the Fort Bend Independent School District Board of Trustees  
Amending Fund Balance Policies as Required by GASB 54**

**WHEREAS**, The Governmental Accounting Standards Board (“GASB”) has adopted Statement 54 (“GASB 54”), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

**WHEREAS**, Fort Bend Independent School District (“FBISD”) has implemented GASB Statement 54 requirements; and

**WHEREAS**, FBISD must report governmental fund balances per GASB 54 definitions in the balance sheet as follows: Non-spendable, Restricted, Committed, Assigned, and Unassigned; and

**WHEREAS**, FBISD desires to amend the Committed Fund Balances; and

**WHEREAS**, All commitments must be approved by formal action of the Board of Trustees (the “Board”); and

**WHEREAS**, once made, a commitment can only be modified or removed by the same manner of formal Board action; and

**WHEREAS**, the action to commit funds must occur prior to fiscal year-end in order for such commitment to be reported in the balance sheet of the respective period, even though the amount might be determined subsequent to fiscal year-end;

**WHEREAS**, the Board originally committed the construction contract for Elementary School 54 (“ES 54”) from General Fund committed fund balance in June 2021, with an intent to reimburse the costs of such facility from a future issuance of bonds, and the construction of Elementary School 52 (“ES 52”) was originally budgeted in the 2018 bond based on projections and demographic studies identifying an expected increase in the student population in the Fort Bend Parkway area that did not ultimately materialize;

**WHEREAS**, student population growth in the Sienna area requires the construction of ES 54 to ensure the safety of students and to stay within district guidelines for class sizes; and

**WHEREAS**, the Board hereby finds, determines and declares that (i) the change in student population growth patterns is a material change in circumstances and conditions that would make building ES 52 at this time an unwise expenditure of funds, (ii) budgeting the construction of ES 54 from the 2018 bond will help ensure the safety of students and facilitate compliance district guidelines for class sizes, (iii) the release of the General Fund committed fund balance previously committed for the construction of ES 54 will facilitate the use of General Fund dollars for necessary operation and maintenance expenses of the District, and (iv) the construction of ES 52 should be budgeted from future bond authorization if demographic studies demonstrate the need for the construction of ES 52 within the timeframe covered by such future bond authorization; **Now, therefore:**

**BE IT RESOLVED** that the findings, determinations, and declarations contained in the recitals to this Resolution are hereby incorporated into the operative provisions of this Resolution;

**BE IT ALSO RESOLVED** that FBISD Board of Trustees hereby commits the following portions of its June 30, 2021, General Fund balance, as follows:

- \$62,500,000 for potential loss of state revenue;
- \$ 6,400,000 for major maintenance and repair;
- \$ 4,500,000 for new schools.

**BE IT ALSO RESOLVED** that FBISD Board of Trustees commits the total fund balance of Campus Activity Funds and the Instructional Materials Allotment of February 14, 2022 reported in the Special Revenue Fund.

The above Resolution is adopted this 14<sup>th</sup> day of February, 2022

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

**Package 54 - Elementary School 54**

**EXHIBIT - 1**

	A	B	C	D	E	F	G	H	I	TOTAL
Description	A/E Design Fees & Reimbursables	Design Contingency	Other Professional Services	Construction	Construction Contingency	FF&E	Site Development	Admin & Other Project Costs	Project Contingency	
ELEMENTARY SCHOOL 54	\$1,000,000	\$173,000	\$701,225	\$32,784,890	\$1,734,187	\$4,005,971	\$455,224	\$15,000	\$879,740.08	\$41,749,237.08
<b>TOTAL:</b>	<b>\$1,000,000</b>	<b>\$173,000</b>	<b>\$701,225</b>	<b>\$32,784,890</b>	<b>\$1,734,187</b>	<b>\$4,005,971</b>	<b>\$455,224</b>	<b>\$15,000</b>	<b>\$879,740.08</b>	<b>\$41,749,237.08</b>

<b>BOT Meeting:</b>	<b>February 14, 2022</b>
<b>Solicitation No.:</b>	<b>22-039AR BuyBoard, Choice Partners, The Interlocal Purchasing System (TIPS), and Sourcewell Cooperatives</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>School Bus Parts, Services, and Related Items</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the continued purchase of school bus parts, services, and related items from multiple vendors, under cooperative contracts with BuyBoard Purchasing, Choice Partners, The Interlocal Purchasing System (TIPS), and Sourcewell in an amount not-to-exceed \$2,370,000 and authorization for the Superintendent to negotiate and execute the agreements through May 31, 2025.</p> <p><b><u>Summary</u></b></p> <p>In June 2017, the Board approved the purchase of school buses, bus parts, services and repairs through a cooperative agreement with BuyBoard. Staff recommends to continue taking advantage of the BuyBoard contracts, but also add authority to use Choice Partners, TIPS, and Sourcewell contracts. This will provide the department with a broader pool of resources to perform maintenance on buses.</p> <p>The District's two (2) transportation terminals, Lake Olympia and Hodges Bend, operate a fleet of over 500 bus units. The Transportation Department's maintenance division repairs engines, rebuilds transmissions, performs paint and bodywork, and replaces/repairs bus components to keep the buses operational. The increased age, wear and tear, multiple drivers and various road conditions contribute to breakdowns and the need to service the buses on a regular basis. Services and repairs that are not performed in house will be outsourced to the awarded vendors.</p> <p>The various cooperative Purchasing Contracts will allow the District to address the needs of the Transportation Department efficiently and effectively and complies with school district bidding requirements. Renewal options are available through May 2025. Should a contract not renew for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract, or an alternate procurement method.</p> <p><b><u>Background</u></b></p> <p>Expenditures for FY 2020-21 were \$787,460. Current expenditures in 2021-22 are \$311,226. Expenditures are not expected to exceed \$2,370,000 over three (3) years. Funding is included in the budget.</p>

<b>Requested By:</b>	Oscar Perez, Chief Operations Officer Bryan Guinn, Chief Financial Officer
<b>Vendor:</b>	Beasley Tires*** Rush Bus Centers*** Rush Truck Centers of Texas*** Longhorn Bus Sales *** Thomas Bus Sales*** Thomas Bus Gulf Coast, GP*** Kyrish Truck Centers of Houston *** Heavy Duty Bus Parts*** Fleet Pride, Inc. BG Products LiftNow Automotive Equipment R&S Texas Parts. Napa Auto Parts Arnold Oil Company Blender Direct Impact Fleet Hi-Line AutoZone Auto Plus Lawson Products Northern Safety Co. Inc. Snap-On Navistar Parts NAPA SunCoast Resources
<b>Budget Sources:</b>	General Fund
<b>Amount:</b>	Not to Exceed - \$2,370,000 through May 31, 2025
<b>Other Supporting Information</b>	
<b>Sole Source:</b>	No
<b>Number of vendors contacted by Purchasing:</b>	N/A
<b>Number of vendors contacted by FBISD Notification System:</b>	N/A
<b>Number of vendors downloaded the solicitation:</b>	N/A
<b>Number of responses received:</b>	N/A
<b>Number of "no bid" responses received:</b>	N/A
<b>Length of commitment:</b>	Through May 31, 2025
<b>Last solicitation date:</b>	June 19, 2017
<b>Supporting documents:</b>	N/A
<b>Disclosure under Board Policy CH, CV, or DBD (Local):</b>	None

\*\*\* Previously awarded a contract of the same scope with the District.

<b>BOT Meeting:</b>	<b>February 14, 2022</b>
<b>Solicitation No.:</b>	<b>RFP 22-043TA</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>Plain Old Telephone Service (POTS) Related Items and Services:</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the continued purchase of Plain Old Telephone Service (POTS) Related Items and Services from Granite Telecommunications in an amount not to exceed \$1,286,350 and authorization for the Superintendent to negotiate and execute the agreement through February 2027.</p> <p><b><u>Summary</u></b></p> <p>The district issued RFP 21-059TA in September of 2021 soliciting for POTS/PRI services. A vendor was not recommended for award as the proposal did not meet the district's needs. To garner better RFP response, the district issued two separate bids, one as POTS and another as PRI.</p> <p>On December 16, 2021, Fort Bend ISD issued RFP 22-043TA soliciting proposals for Plain Old Telephone Service (POTS) Related Items and Services. Plain Old Telephone Services (POTS) are analog lines used within the district for specific systems that require telephony apart from the Districts Digital Private Branch Exchange (PBX) system, to include fire alarms, intrusion alarms and elevators. POTS lines are independent of district network, thus a reliable way to support essential services during power outages and other service outages.</p> <p>An evaluation team comprised of Fort Bend ISD staff members from the Information Technology department evaluated the proposals.</p> <p><b><u>Background</u></b></p> <p>Expenditure for FY 2020-2021 was \$240,716. Expenditures year-to-date in 2021-22 is \$139,323. Expenditure is not expected to exceed \$1,286,350 through February 2027 and includes anticipated uplift fees. Funding is included in the budget.</p>
<b>Requested By:</b>	Bryan Guinn, Chief Financial Officer Long Pham, Chief Information Officer
<b>Vendors:</b>	Granite Telecommunications
<b>Budget Sources:</b>	General Funds
<b>Amount:</b>	Not to Exceed - \$1,286,350 through February 2027.
<b>Other Supporting Information</b>	
<b>Sole Source:</b>	No
<b>Number of vendors contacted by Purchasing:</b>	11
<b>Number of vendors contacted by FBISD Notification System:</b>	419
	122

<b>Number of vendors downloaded the solicitation:</b>	29
<b>Number of responses received:</b>	2
<b>Number of “no bid” responses received:</b>	5
<b>Length of commitment:</b>	Through February 2027
<b>Last solicitation date:</b>	September 19, 2021
<b>Supporting documents:</b>	Evaluation Summary and Criteria
<b>Disclosure under Board Policy CH, CV, or DBD (Local):</b>	None

**RFP 22-043TA**  
**Plain Old Telephone Service (POTS) Related Items and Services**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<b>Purchase price</b> Offer a fair reasonable price for items to be procured by Fort Bend ISD.	25 points
2	<b>Reputation of the Vendor and of the Vendor's goods or services</b> 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.)	5 points
3	<b>Quality of the Vendor's goods or services</b> <ul style="list-style-type: none"> <li>• Service capabilities, report capabilities, on-going maintenance, and technical support</li> <li>• Demonstrates competence: experience, etc.</li> <li>• Configuration and installation, integration, testing, implementation,</li> <li>• Vendor's products should be new and be of the highest quality</li> </ul>	20 points
4	<b>Extent to which the goods or services meet the district's needs</b> <ul style="list-style-type: none"> <li>• Ability to restore service due to outages in a timely fashion, with a system for updates on Estimated Time of Return/Repair (ETR) for service</li> <li>• Ability to provide service support portal where outages can be quickly entered, and an acknowledgement of receipt provided</li> <li>• Ability to act as a Competitive Local Exchange Carrier (CLEC)</li> </ul>	20 points
5	<b>Vendor's past relationship with the district</b> For reference, the vendor must list the following: <ul style="list-style-type: none"> <li>• Past projects or contracts similar service vendor has had with the district</li> <li>• Past projects or contracts similar service vendor has had with any K-12 Districts similar size or larger</li> <li>• Past projects or contracts similar service vendor has had with any business or universities the size of our district</li> </ul>	10 points
6	<b>Long-term cost to the district to acquire the Vendor's goods or services</b> <ul style="list-style-type: none"> <li>• Setup fees; maintenance or other fees</li> </ul>	10 points
7	<b>Vendor's Principal place of business is in the state of Texas or employs 500 people in this state.</b>	0 points
8	<b>Insurance requirements:</b> <ul style="list-style-type: none"> <li>• Certificate of Insurance as requested in the solicitation.</li> </ul>	Pass/Fail
9	Extent to which the vendor agrees to our Standard Form of Agreement by <b>Signing the Agreement</b> , you assent to the Terms and Conditions of Fort Bend ISD.	10 points
10	The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	N/A
	<b>TOTAL</b>	<b>100 points</b>

Evaluation Summary  
RFP-22-043TA Plain Old Telephone Service (POTS) Related Items and Services  
BOT Date: February 14, 2022

Vendor	Purchase Price (25 pts max)	Reputation of the Vendor and the Vendors goods and services (5 pts max)	Quality of the Vendors goods or services (20 pts max)	Extent to which the goods or services meet the districts needs (20 pts max)	Vendors past relationship with the district or similar size district (10 pts max)	Long-term cost to the district to acquire the Vendors 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)
Granite Telecommunications	22.10	2.00	16.20	15.20	5.40	9.98	10.00	Pass	80.88
Astound Business Solutions	25.00	1.00	11.20	11.20	10.00	5.60	10.00	Pass	74.00

<b>BOT Meeting:</b>	<b>February 14, 2022</b>
<b>Solicitation No.:</b>	<b>22-040CT OMNIA Partners Cooperative</b>
<b>References:</b>	<b>District Goal Scalable Systems</b>
<b>Description:</b>	<p><b>Facilities Management Software Subscriptions</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the continued purchase of Facilities Management Software Subscriptions from Dude Solutions, Inc., under a cooperative contract with OMNIA Partners in an amount not-to-exceed \$776,903, and authorization for the Superintendent to negotiate and execute the agreements through March 2027.</p> <p><b><u>Summary</u></b></p> <p>In 2021, the Board approved the continued purchase of Facilities Management Software Subscriptions suite, which includes software support through a cooperative contract with OMNIA Partners Cooperative that expires on March 31, 2021.</p> <p>The Fort Bend Facilities Department and Information Technology Division have been in partnership with Dude Solutions, Inc. for over ten (10) years. SchoolDude is a web-based solution that creates and tracks maintenance work orders for departments and campuses. This software also tracks facilities maintenance warehouse inventory.</p> <p>In 2020, Fort Bend ISD added the Energy Manager module to increase productivity and cut heating and cooling costs by using automation for our HVAC system. The Energy Manager module continues to provide the District with a robust ability to run reports, identify peak usage, perform independent benchmarking, and calculate cost avoidance.</p> <p>The OMNIA Partners cooperative purchasing contract will allow the District to continue to meet the needs for facilities management software and complies with all school district bidding requirements. Renewal options are available through March 2027. Should the contract not renew for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract, or an alternate procurement method.</p> <p><b><u>Background</u></b></p> <p>Expenditures in 2020-21 were \$140,450 for these services. Expenditures will not exceed \$776,903 through March 31, 2027. Funding is included in the budget.</p>
<b>Requested By:</b>	Oscar Perez, Chief Operations Officer Long Pham, Chief Information Officer

	Bryan Guinn, Chief Financial Officer
<b>Vendor:</b>	Dude Solutions, Inc.***
<b>Budget Sources:</b>	General Fund
<b>Amount:</b>	Not to Exceed - \$776,903 through March 31, 2027
<b>Other Supporting Information</b>	
<b>Sole Source:</b>	No
<b>Number of vendors contacted by Purchasing:</b>	N/A
<b>Number of vendors contacted by FBISD Notification System:</b>	N/A
<b>Number of vendors downloaded the solicitation:</b>	N/A
<b>Number of responses received:</b>	N/A
<b>Number of "no bid" responses received:</b>	N/A
<b>Length of commitment:</b>	Through March 2027
<b>Last solicitation date:</b>	N/A
<b>Supporting documents:</b>	N/A
<b>Disclosure under Board Policy CH, CV, or DBD (Local):</b>	None

\*\*\* Previously awarded a contract of the same scope with the District.

<b>BOT Meeting:</b>	<b>February 14, 2022</b>						
<b>Solicitation No.:</b>	<b>CSP 22-031DE</b>						
<b>References:</b>	<b>District Goal Scalable Systems</b>						
<b>Description:</b>	<p><b>Wide Area Network Connections</b></p> <p><b><u>Recommendation</u></b></p> <p>The Administration is seeking Board approval for the purchase of wide area network (WAN) fiber services from PS Lightwave in an amount not to exceed \$972,720 and authorization for the Superintendent to negotiate and execute the agreements through June 2027. This date aligns with the federal E-rate funding period.</p> <p><b><u>Summary</u></b></p> <p>On November 9, 2021, Fort Bend ISD issued CSP 22-031DE soliciting proposals for wide area network hub to data center service to provide increased lit fiber bandwidth interconnectivity services. This proposal will establish a formal bid as required by the Universal Service Schools and Libraries Program (ERATE) and provide interconnectivity of Fort Bend ISD wide area network (WAN) fiber infrastructure from network hub sites (campuses and District sites) throughout the Fort Bend ISD network into secondary data center Service Point of Presence (SPOP). This proposal will support the plans and future Fort Bend ISD data needs by providing redundancy, flexibility, and scalability for WAN fiber services.</p> <p>Currently the District has three 10G WAN circuits at 10Gb between hub sites and SPOP. The current WAN ERATE bid approved in 2016 has a reimbursement limit of 10G. With the tremendous adoption of technology resources that were used during the pandemic, the current 10G WAN circuits are at 85% utilization during high usage time during face-to-face instruction. The approval of this recommendation will allow the district to increase WAN bandwidth up to 40Gb to meet the District’s growing data transmission needs and qualify for ERATE reimbursement for speeds higher than 10G.</p> <p>An additional two 40G WAN circuits are being added for the Data Centers (Primary &amp; Secondary) to provide dedicated WAN circuits for disaster recovery and failover capability (<i>See summary in chart below</i>). Information Technology Services (ITS) executed this bid in order to meet the federal E-rate requirements, allowing the district to maximize E-rate reimbursement for eligible infrastructure services.</p> <table border="1" data-bbox="443 1745 1469 1818"> <thead> <tr> <th>Current WAN Circuits</th> <th>New WAN Circuits</th> <th>Total WAN Circuits</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>2</td> <td>5</td> </tr> </tbody> </table> <p>The goal of the Wide Area Network infrastructure includes:</p>	Current WAN Circuits	New WAN Circuits	Total WAN Circuits	3	2	5
Current WAN Circuits	New WAN Circuits	Total WAN Circuits					
3	2	5					

	<ul style="list-style-type: none"> <li>• Building next generation education network infrastructure based on fiber infrastructure and the modifications needed to support the District’s long term data needs for the upcoming E-rate submittal period.</li> <li>• Implement a WAN infrastructure that provides high availability from each campus or site and scales the existing WAN connection with point-to-multipoint connections.</li> <li>• Plan the investment to upgrade to 40/100 GB and multi-point connections for a next generation infrastructure implementation.</li> </ul> <p>The initial contract term will be five (5) years ending in 2027, followed by two five-year extensions ending in 2037. Total estimated expenditures for each five-year term will be \$972,720 and includes a factor for future growth due to new campuses. Based on a five-year service term, the anticipated ERATE reimbursement for eligible (3) WAN circuits is \$333,500. The amount for this service will be included in the budget for 2022-23 and subsequent years. The evaluation committee recommends PS Lightwave, as they provide the best value to the District. This CSP will replace CSP 16-025GT that was approved by the Board on February 15, 2016.</p> <p><b><u>Background</u></b></p> <p>Expenditures in 2019-20 were \$41,250. Expenditures in 2020-21 were \$52,270.11. Expenditures will not exceed \$972,720 through June 2027 and for each of the 5-year extensions. Funding is included in the budget.</p>
<b>Requested By:</b>	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
<b>Vendor:</b>	PS Lightwave***
<b>Budget Sources:</b>	Bond Funds General Fund <i>(Will seek Federal ERATE reimbursement for eligible purchases)</i>
<b>Amount:</b>	Not to Exceed - \$972,720 for each of the 5-year terms through June 30, 2037.
<b>Other Supporting Information</b>	
<b>Sole Source:</b>	No
<b>Number of vendors contacted by Purchasing:</b>	8
<b>Number of vendors contacted by FBISD Notification System:</b>	736
<b>Number of vendors downloaded the solicitation:</b>	54
<b>Number of responses received:</b>	39
<b>Number of “no bid” responses received:</b>	2
<b>Length of commitment:</b>	Through June 2037
<b>Last solicitation date:</b>	2016
<b>Supporting documents:</b>	Evaluation Summary and Criteria
<b>Disclosure under Board Policy CH, CV, or DBD (Local):</b>	None

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CSP 22-031DE  
Wide Area Network Connections

Vendor	Purchase Price (30 pts. max)	Offeror's Experience and Reputation, Past Experience with FBISD and Other School Districts (25 pts. max)	Quality of the Offeror's Goods and Services, Quality of Contractor's Response in the Proposal, Project Plan and Schedule (15 pts. max)	Offeror's Safety Record (5 pts max)	Offeror's Proposed Personnel (15 pts max)	Offeror's Financial Capability ( 5 pts max)	SBEP Commitment (5pts max)	Proposer's Total Score (100 pts. max)	Proposer's Ranking
PS Lightwave***	30.00	22.00	13.75	0.98	14.25	2.20	2.50	85.68	1
Kinetic Business by Windstream	17.44	15.75	11.00	2.73	11.25	2.28	2.50	62.95	2
Comcast Business	14.86	17.50	10.00	0.00	12.25	1.76	0.00	56.37	3
Interfacing Company of Texas	17.44	15.25	6.50	0.58	6.25	2.50	0.00	48.52	4
Phonoscope Fiber	11.88	15.75	10.50	0.30	8.75	0.10	0.00	47.28	5

\*\*\* Previously awarded a contract of the same scope with the District.

**CSP 22-031DE Wide Area Network Connections**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Purchase Price: Section 2269.055.a (1)</b></p> <ul style="list-style-type: none"> <li>The Purchase price of Erate eligible goods and services</li> </ul>	30 points
2	<p><b>Vendor’s Experience and Reputation: Section 2269.055.a(2)</b></p> <ul style="list-style-type: none"> <li>Provide evidence of your experience in providing projects of similar scope and scale</li> <li>Provide evidence of work contracted with FBISD and/or other school districts</li> <li>References</li> </ul>	25 points
3	<p><b>Quality of the Vendor’s Goods or Services: Section 2269.055a(3)</b></p> <ul style="list-style-type: none"> <li>Effectively responds and processes all request for information and documentation included in this CSP</li> <li>Completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s) Demonstrates competence and capabilities</li> </ul>	15 points
4	<p><b>Vendor’s Safety Record; Section 2269.055.a (5)</b></p> <ul style="list-style-type: none"> <li>Provides a summary of Experience Modification Rate (EMR) for the last three years, as well as a summary of your company’s safety policies and procedures</li> </ul>	5 points
5	<p><b>Vendor’s Proposed Personnel; Section 2269.055.a (6)</b></p> <ul style="list-style-type: none"> <li>Proposed Personnel, qualifications and technical expertise of personnel directly assigned to work on this project</li> <li>Service coverage and the number of projects successfully completed by the vendor providing the same type and scope of the requested services.</li> </ul>	15 points
6	<p><b>Offeror’s Financial Capability Appropriate to the Size and Scope of the Project; Section 2269.055.a</b></p> <ul style="list-style-type: none"> <li>Provide proof of Insurance, financial stability and Letter of Surety from Bonding Company</li> </ul>	5 points
7	<b>SBE Commitment; CV (Local) 2017.04</b>	5 points
	<b>TOTAL</b>	<b>100 points</b>