

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

Monday, April 11, 2022

Notice is hereby given that a Board of Trustees Public Budget Hearing will be held on Monday, April 11, 2022, beginning at 6:00 PM in the Board Room of the Fort Bend ISD Administration Building, 16431 Lexington Blvd., Sugar Land, TX 77479. Members of the public may also register to

address the Board at the following address:

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

1. Call to order at 6:00 PM with announcement by the chair as to the presence of a quorum, that the meeting has been duly called and that notice of the meeting has been posted for the time and manner required by law.

2. Information

- A. Strategic and Budgetary Update 4
- B. Compensation Adjustment for current teaching staff on steps 26-40. 24
- C. Superintendent Update

3. Review

- A. Review and consider approval of previous meeting minutes. 25
 - July 19, 2021: Regular Business Meeting 6:00 pm
 - August 4, 2021: Special Called Meeting 6:00 pm
 - August 9, 2021: Special Called Meeting 5:00 pm
 - August 9, 2021: Special Called Meeting 7:00 pm
 - August 10, 2021: Special Called Meeting 7:00 pm
 - August 11, 2021: Special Called Meeting 7:00 pm
 - August 12, 2021: Special Called Meeting 11:00 am
 - August 19, 2021: Special Called Meeting 3:30 pm
 - August 20, 2021: Special Called Meeting 12:00 pm
 - October 12, 2021: Called Meeting and Agenda Review, 12:00 pm
- B. Review and consider approval of proposed revisions to policies FL (Local), FFG (Local), FDE (Local), EHAA (Local) and GKC (Local) 53
- C. Review and consider approval for the adoption and purchase of instructional resources associated with the program area included within Proclamation 2022. 68
- D. Review and consider approval of amending the cellular tower lease agreement with Eco-Site II, LLC (AT&T representative) for a cell tower at Kempner HS. 70

E. Review and consider approval of the Instructional Materials Allotment (IMA) and TEKS Certification for 2022-23.	75
F. Review and consider approval of an Interlocal Participation Agreement (IPA) with the Texas Association of School Boards (TASB) Risk Management Fund.	78
G. Review and consider approval of the 2022-23 FBISD Designated Hazardous Traffic Conditions List and approval to adopt the Designated Hazardous Traffic Conditions Resolution.	85
H. Review and consider approval of a Utility Easement Agreement with Sienna Municipal Utility District (MUD) No. 5 at the new Elementary School #54 at Heritage Park in Sienna.	92
I. Review and consider approval of a Water Meter Easement Agreement with Fort Bend County MUD No. 118 at Travis HS.	106
J. Review and consider to approve Budget Amendment Regarding use of 2018 Bond Program Contingency Funds.	114
K. Review Purchases Exceeding \$50,000. Specifically for:	
1. Review and consider approval of a construction services agreement with (JOC) Jamail & Smith Construction at multiple campuses.	116
2. Review and consider approval for a project budget for Austin Parkway Elementary drainage.	120
3. Review and consider approval of Bond Contingency Use for Progressive High School parking lot.	122
4. Review and consider approval of a revised budget for PKG035.2 to fund the construction of a new Field House at Clements High School.	124
5. Review and consider approval for the continued purchase of physical examinations and Drug and Alcohol testing Services.	127
6. Review and consider approval on the purchase of Large Kitchen Equipment.	129
7. Review and consider approval for the purchase of Nursing Services.	133
8. Review and consider approval of the purchase of Apsian Security Software.	139
4. Action	
A. Consider final approval of the naming of Elementary School #54 at Heritage Park in Sienna.	141
5. Convene in closed session under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student.	
A. Land Exchange Agreement with the City of Sugar Land.	
B. Deliberate recommendation for Sonal Bhuchar Elementary School's Principal.	

C. Deliberate recommendation for Principal of Elementary School #54 at Heritage Park in Sienna.

6. Reconvene in Open Session
7. Consider Action on Closed Session Items
8. Audience Responses to Agenda Items Posted for this Meeting
9. Adjournment

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

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

For: Fort Bend ISD Board of Trustees
Date: April 11, 2022
**Action: Information: Strategic and
Budgetary Update**
**References: Board Policy CE (Legal)
Board Governance**
Department: Executive Leadership Team

Summary

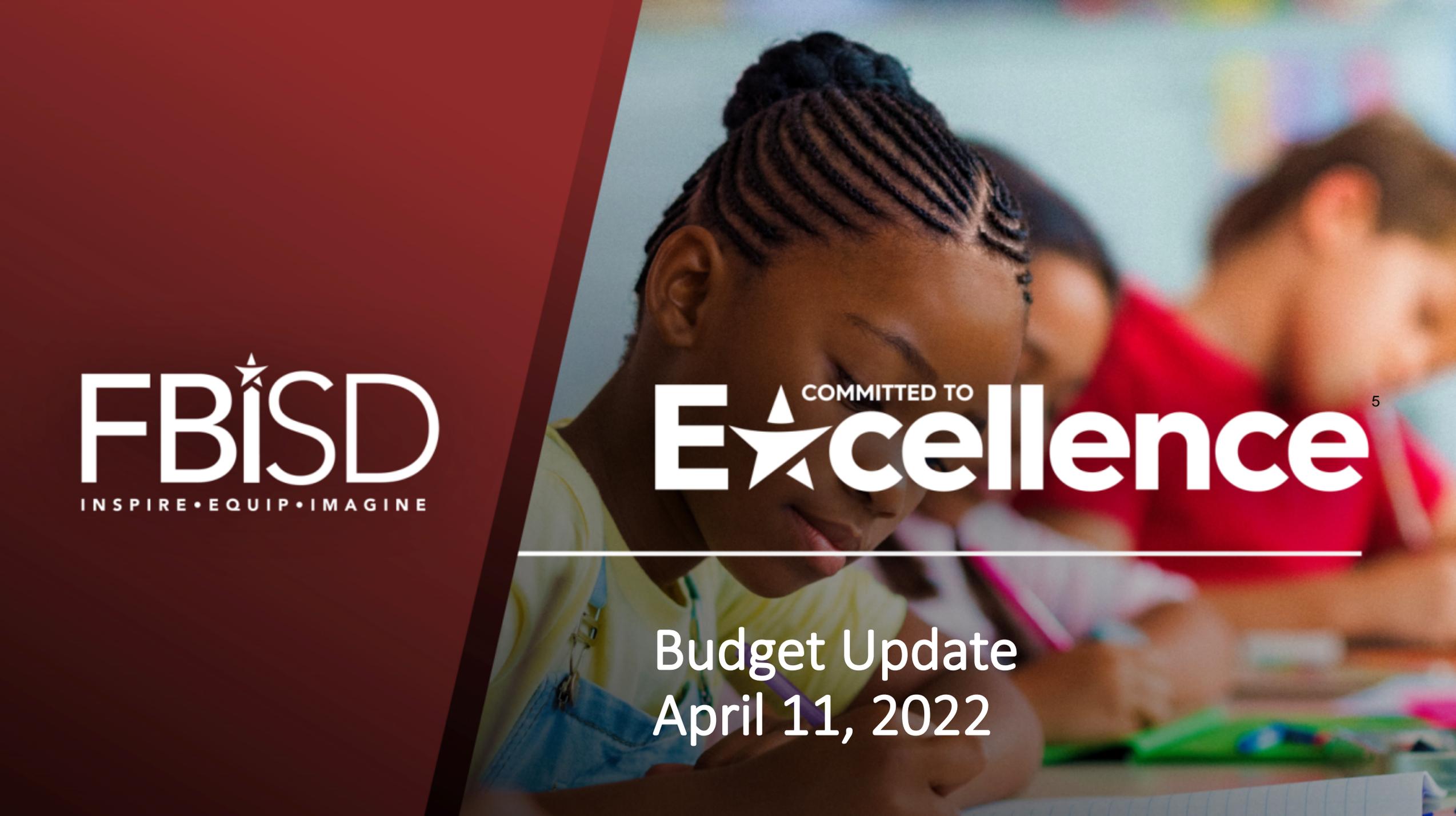
Staff will provide an update on the ongoing budget work for the District, including 2021-22 projections, preliminary 2022-23 budget information, and information on planning for a potential 2022 bond election. Budget development activities are ongoing as staff works to allocate resources to best support the goals and priorities of the District.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer



FBI  **ISD**
INSPIRE • EQUIP • IMAGINE

COMMITTED TO
E  **cellence** ⁵

Budget Update
April 11, 2022

Forecasting 101

It's a sucker's game, predicting the future. I think we read the tea leaves that we were given at the time. The numbers are the numbers, and that was the data that we had at the time, and this is the data we had as of Thursday.

Glen Hegar, Texas Comptroller

Local Forecasting Challenges

Legislative changes

- Current year vs prior year values
- Fixed vs enrollment-based allotments (fast growth)

Changes in enrollment trends

- Demographer historically is 99.7% accurate
- Last two years: 97.2% accurate

Changes in expenditure patterns

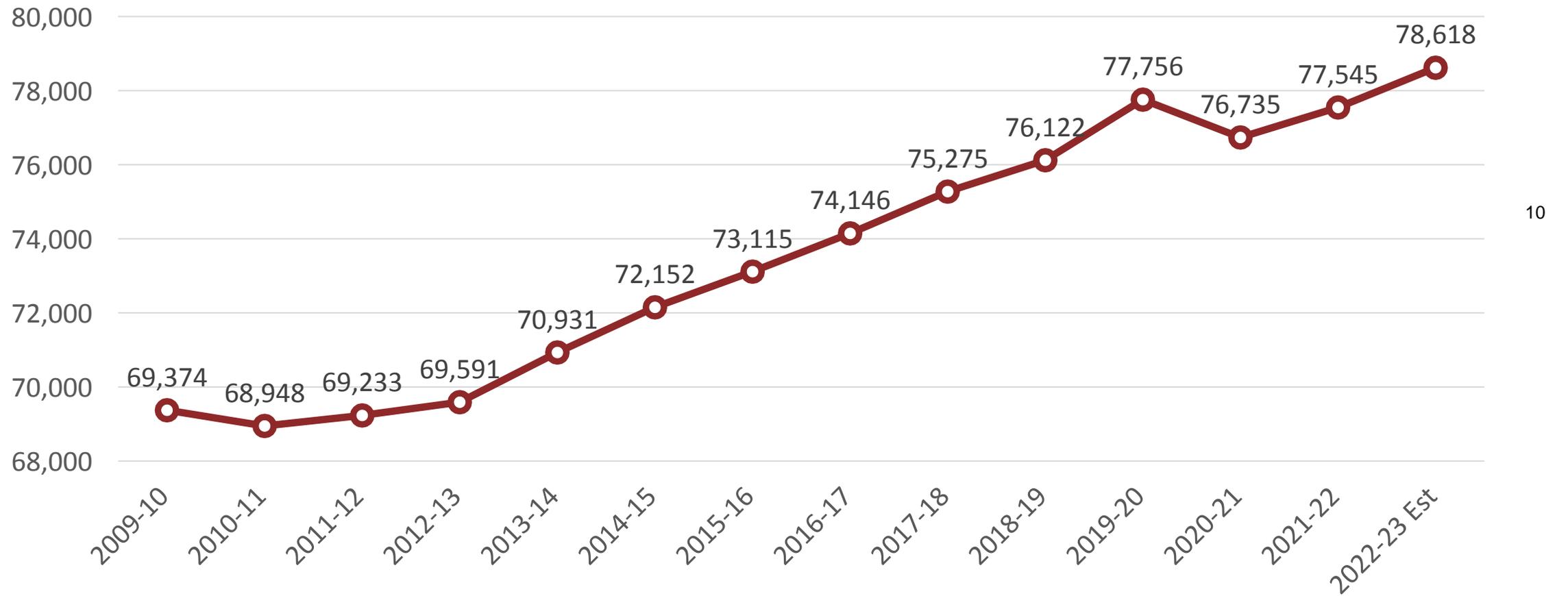
- Labor shortage impacting vacancy rates
- Impact of Covid in years ending 2020 and 2021
- Inflation factors (fuel)
- Substitute costs (five-year average = \$6.5M; current estimate = \$15M)

2021-22 Updated Outlook

	2021-22 Initial Projection	Revisions	2021-22 Year-End Projection
(\$ millions)			
Total Revenue	\$ 717.3	\$ 3.8	\$ 721.1
Total Expenditures	737.6	5.3	742.9
Transfers In	2.5	-	2.5
Change in Fund Balance	(17.8)	1.5	(19.3)
Fund Balance - Beginning	215.9	-	215.9
Fund Balance - Ending	<u>\$ 198.1</u>	<u>\$ (1.5)</u>	<u>\$ 196.6</u>
Fund Balance Reserve - %	25%		25%
Fund Balance Reserve - Days	92 days		92 days

2022-23 Outlook

Enrollment Growth



Source: OnSuite and PASA

Initial Compensation Strategy

- Teacher pay scale
 - » Increase starting teacher pay by \$1,000
 - » Maintain \$500 step
 - » \$1,500 increase for **all** staff on teacher scale (2.3% average increase)
- Non-teacher compensation
 - » 2% of midpoint
- Other considerations
 - » Ensure market competitiveness for teacher scale
 - » Evaluate other adjustment for hourly employees
 - » Potential use of ESSER for retention supplements

2022-23 Updated Outlook

(\$ millions)	2022-23	Revisions	2022-23
	Initial Estimate		Proposed Budget
Total Revenue	\$ 719.2	\$ (2.2)	\$ 717.0
Total Expenditures	780.0	(8.2)	771.8
Transfers In	2.0	-	2.0
Change in Fund Balance	(58.8)	(6.0)	(52.8)
Fund Balance - Beginning	215.9	-	215.9
Fund Balance - Ending	<u>\$ 157.1</u>	<u>\$ 6.0</u>	<u>\$ 163.2</u>
Fund Balance Reserve - %	18%		20%
Fund Balance Reserve - Days	59 days		73 days

ESSER Funding Available

Existing plan funds 170 positions (\$XX.XM per year through 2024)

- Teacher planning time
- Itinerant interventionists
- Mental Health Counselors
- Program Specialists School Health
- Asst Director – Intervention & Student Growth
- Coordinator – Intervention ELA EC-5
- IT Analysts

13

\$27M in unallocated funds

- Available to offset deficit
- ***All ESSER funds must be fully utilized by August 2024***

2022-23 Updated Outlook (with ESSER)

	2022-23 Proposed Budget	Change	2022-23 ESSER Revisions
Total Revenue	\$ 717.0	\$ -	\$ 717.0
Total Expenditures	771.8	(23.0)	748.8
Transfers In	2.0	-	2.0
Change in Fund Balance	(52.8)	(23.0)	(29.8)
Fund Balance - Beginning	215.9	-	215.9
Fund Balance - Ending	<u>\$ 163.2</u>	<u>\$ 23.0</u>	<u>\$ 186.2</u>
Fund Balance Reserve - %	20%		25%
Fund Balance Reserve - Days	73 days		90 days

Use of ESSER

- \$23M reduction to expenditures

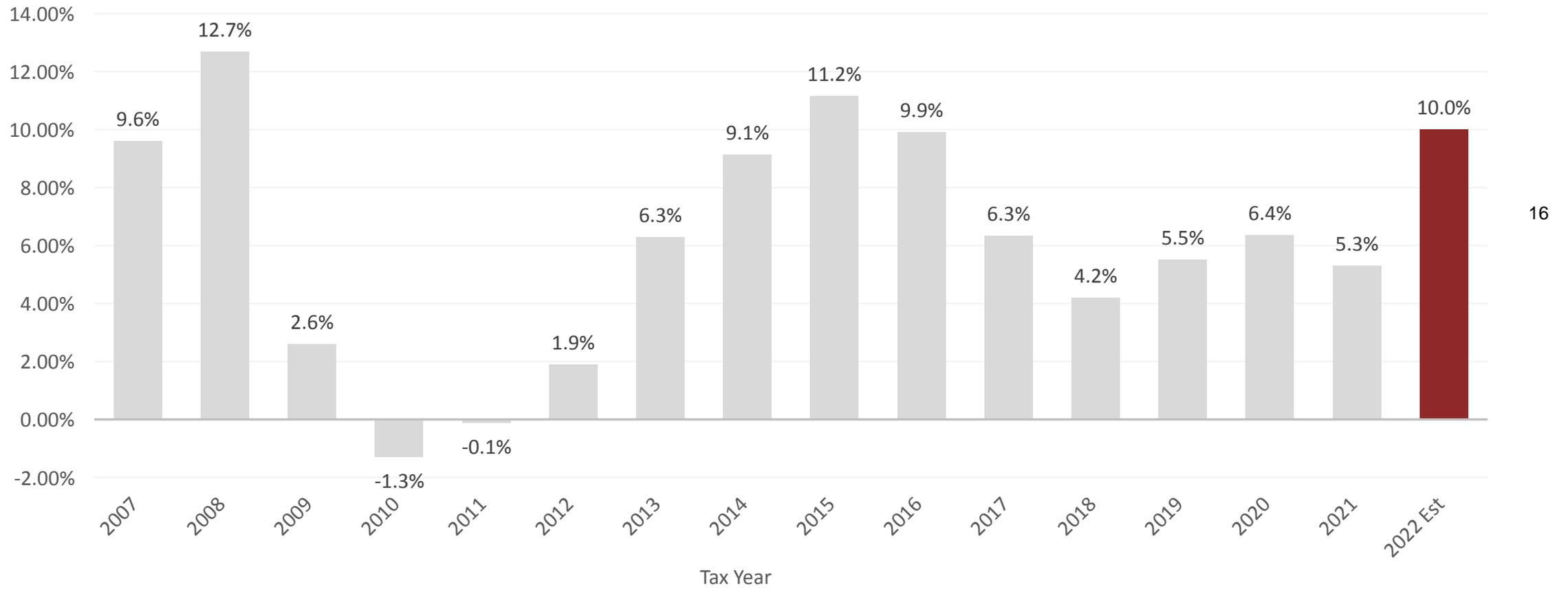
Designated Fund Balance

- \$6.4M reduction to major maintenance

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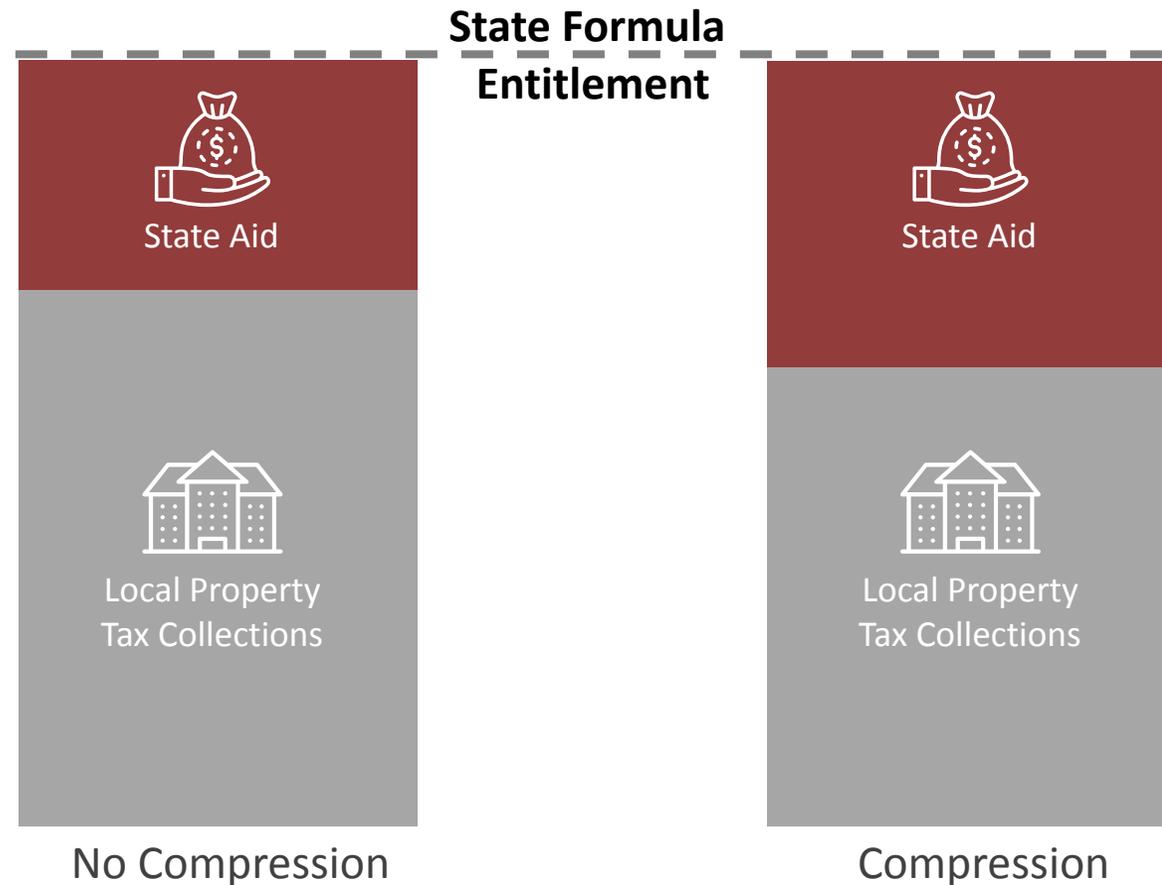
Property Value Growth & Tax Rate Compression

Change in Certified Net Taxable Value (CAFR)



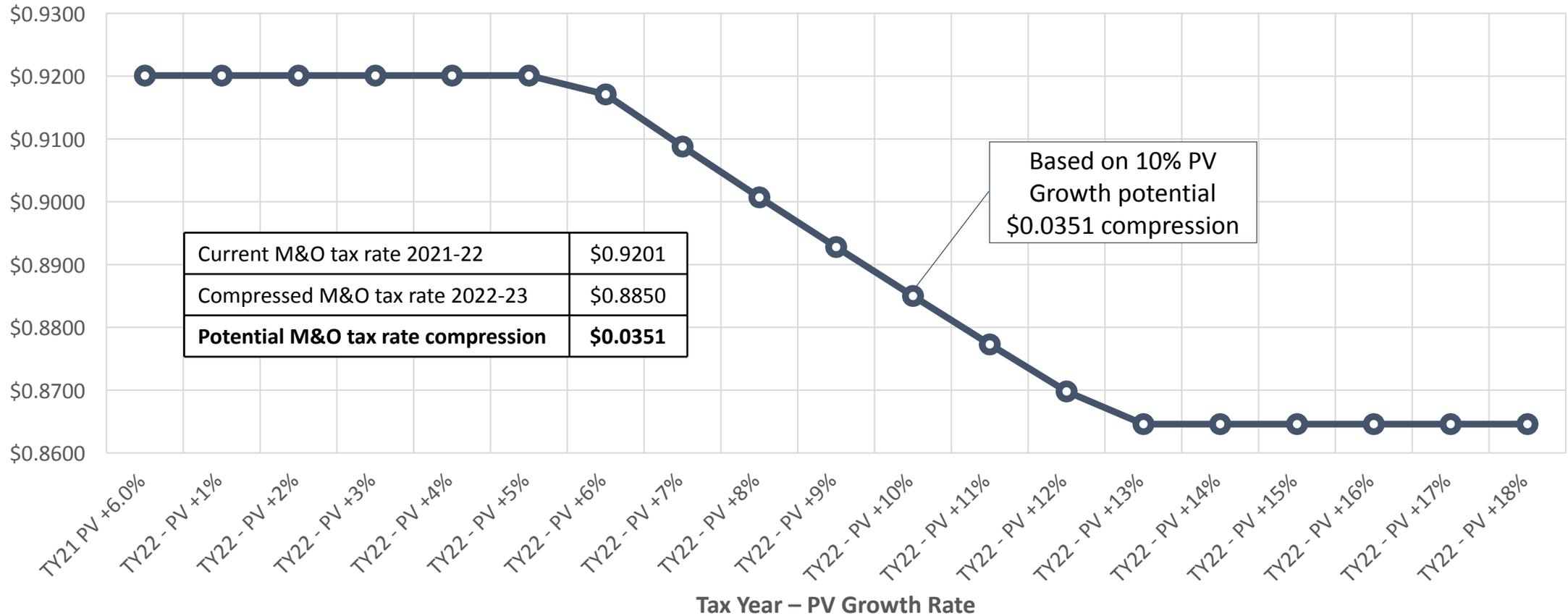
Tier 1 Compression – No Change in Funding

Revenue is a factor of student enrollment; additional property value growth does not generate additional revenue.



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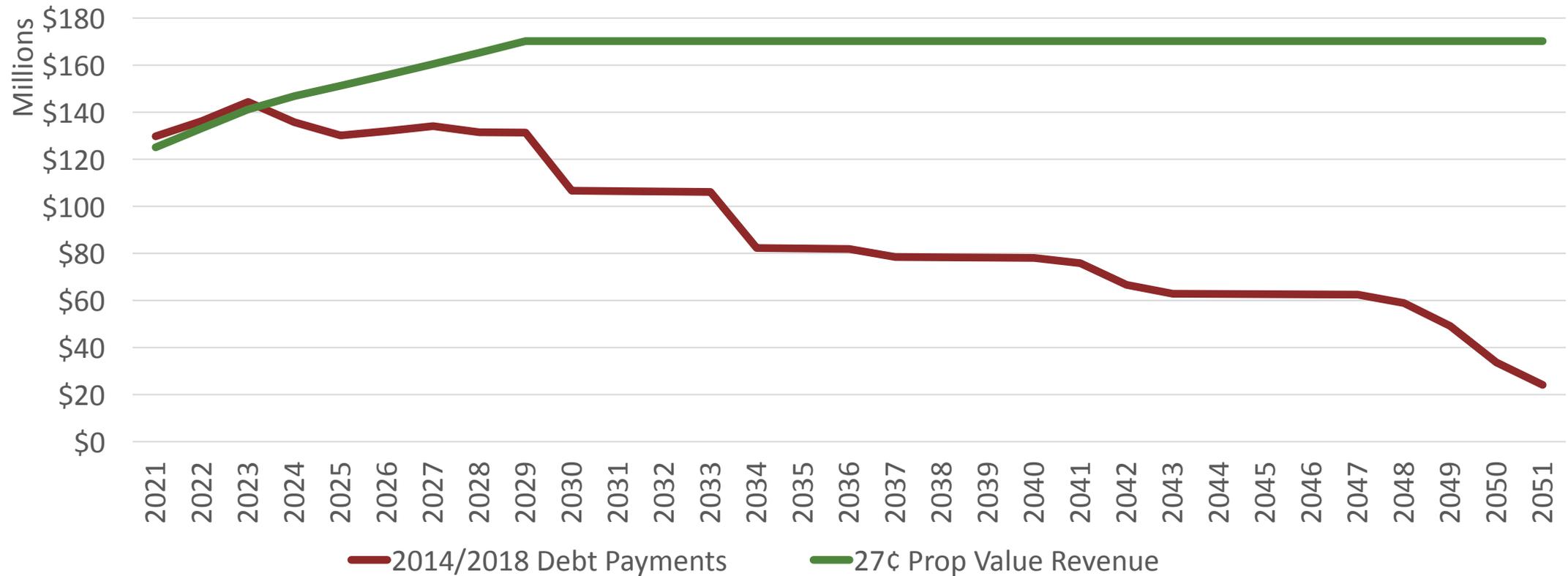
Tier 1 Compression Rate Curve 2022-23



18

Debt Capacity

\$1 Billion Issuance



19

Budget Timeline

April	May	June	July	August
<ul style="list-style-type: none"> • Budget update 4/25 • Preliminary property values received 	<ul style="list-style-type: none"> • Budget update • Consideration of 2022-23 compensation plan • Call date for budget public hearing on budget 	<ul style="list-style-type: none"> • Public hearing for 2022-23 budget • 2022-23 Budget adoption • Final amendment 2021-22 budget • Fund balance resolution 	<ul style="list-style-type: none"> • Certified property values received • Call date for public hearing on tax rate 	<ul style="list-style-type: none"> • Public hearing on tax rate • Tax rate adoption • Call potential VATRE

20

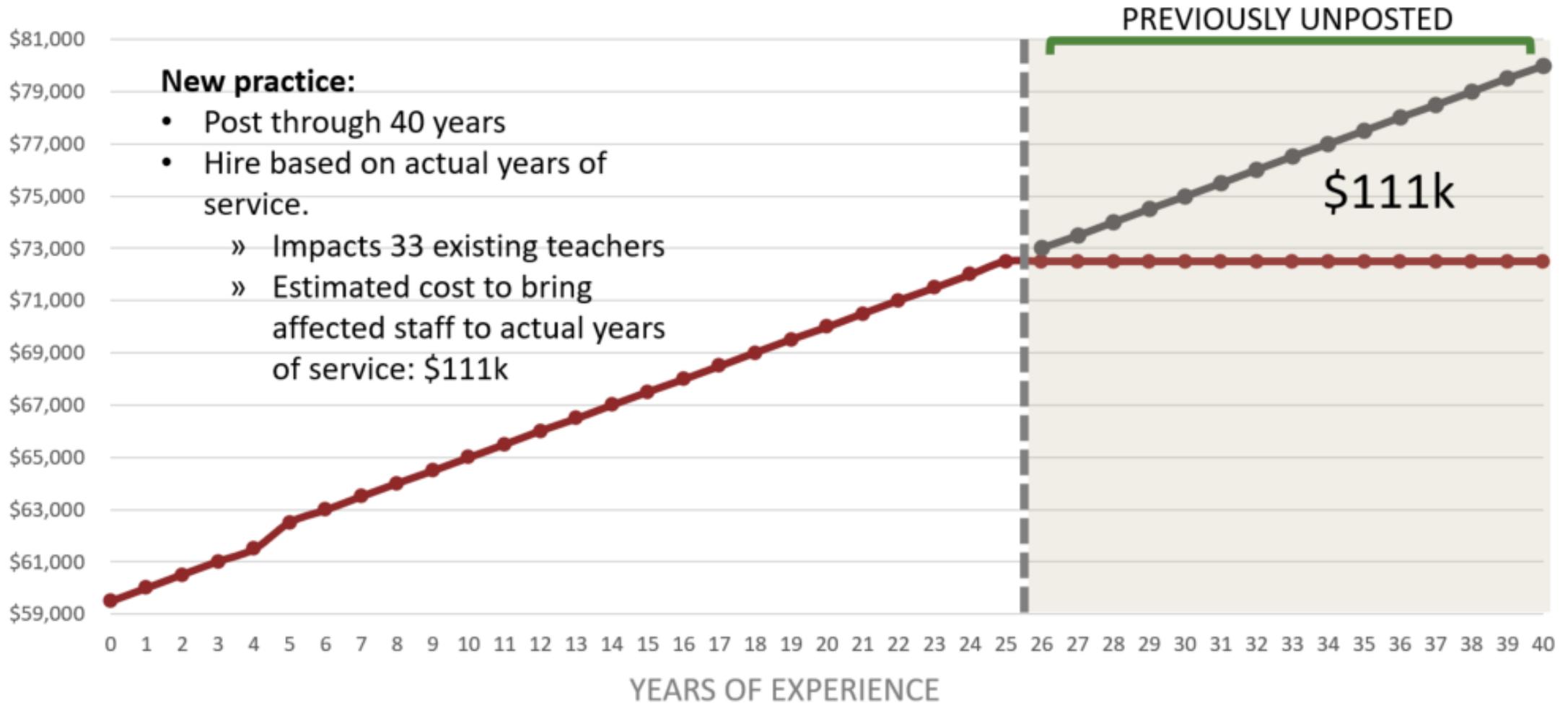
Questions?

2021-22 FBISD Teacher Pay Scale

PUBLICALLY POSTED



2021-22 FBISD Teacher Pay Scale



23

For: Fort Bend ISD Board of Trustees

Date: April 11, 2022

**Action: Information: Compensation
Adjustment**

**References: Board Policy CDC (Legal)
District Goal
Continuous Improvement**

**Department: Business & Finance
Human Resources**

Recommendation

Administration will present information on compensation adjustment for current teaching staff on steps 26-40 who were hired by the District and started their employment on step 25 of the teacher pay scale at the time of hire, regardless of their years of experience.

Summary

The current District procedure for hiring teaching staff with more than 25 years of experience is to base the employee's starting salary on step 25 of the new hire teacher pay scale, regardless of their years of experience.

Considering the current teacher shortage, Administration recommends changing this procedure to pay newly hired teachers with more than 25 years of experience based on their actual years of experience. This change will align with how many other local districts, handle hiring teachers with more than 25 years of experience.

Changing this procedure will retroactively affect 33 current teachers. The teachers affected will receive a compensation adjustment based on the difference between their yearly salary for their actual years of experience (as reflected on attached hire teacher pay scale) and their current annual rate of pay. The amount will be prorated if the teacher started with the District after the contract start date.

The cost of the compensation adjustment is \$111,126 and, if approved, the employees will receive the adjustment on their May 31, 2022 paycheck.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Glenda Johnson
Chief Human Resources Officer

For: Fort Bend ISD Board of Trustees
Date: April 11, 2022
Action: Consideration and Approval:
Minutes of Previous Meetings
Reference: Board Policy BE (Local)
Department: Office of the Superintendent

Recommendation

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

- July 19, 2021: Regular Business Meeting
- Aug 04, 2021: Special Called Meeting
- Aug 09, 2021: Special Called Meeting
- Aug 09, 2021: Special Called Meeting
- Aug 10, 2021: Special Called Meeting
- Aug 11, 2021: Special Called Meeting
- Aug 12, 2021: Special Called Meeting
- Aug 19, 2021: Special Called Meeting
- Aug 20, 2021: Special Called Meeting
- Oct 12, 2021: Called Meeting and Agenda Review

Summary

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

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Rob Scamardo
General Counsel

Minutes
Board of Trustees
Called Meeting and Agenda Review
July 19, 2021

A Board of Trustees Special Called Meeting was held on Monday, July 19, 2021 beginning at 6:01 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The meeting was available for members of the public to view the Live Stream of the meeting at <https://www.fortbendisd.com/Page/124962>.

Members of the public also registered to address the Board at the following address: <https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Agenda%20Review%20Address%20Form%201-12-21.pdf>. Requests to address the Board were submitted no later than 4:30 p.m. on the day of the meeting.

A quorum of the Board of Trustees attended both in person and via video conference at this location. The meeting was recorded as required by law, and the recording is available to the public at: <https://www.youtube.com/watch?v=t94llbGV-iM>. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=484383>.

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

Board Members Present

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

School Officials Present

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

Others Present

Staff and Employees

1.-3. Meeting Called to Order, Pledge of Allegiance, and Invocation

President Rosenthal called the meeting to order at 6:01 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law. Mr. Rosenthal then asked the audience to join the Board in the Pledges of Allegiance led by Mr. Aman Chaudhary, a senior at Hightower High School. Finally, Mr. Rosenthal asked the Board and audience to remain standing for the silent invocation.

4. Recognitions

The Administration presented the following individuals or groups for the Board to recognize:

- Aman Chaudhary, a senior at Hightower High School, was declared the UIL 5A Lincoln-Douglas Debate state runner-up.
- Quail Valley Middle School students competed in the Houston Round of the World Scholar's Cup (WSC) academic competition. The team earned a combined 129 medals and each team qualified to compete at the World Scholar's Cup Global completion in Shanghai. Special thank you to their coach, Jeanette Morales

Team 1 – 16 individual and team medals

- Khushi Kawedia
- Zhuohan Liu
- Lana Nguyen

Team 2 – earned a First-Place team trophy in the Junior Division and 14 individual and team medals

- Jason Gasper
- Krishna Harish
- Sonia Modi

Team 3 – earned 11 individual and team medals

- Neesa Kolla
- Anza Rizvi
- Manvi Vatani

Team 4 – earned 10 individual and team medals

- Aashna Gurajala
- Meenakshi Tupper
- Wendy Wu

Team 5 – earned 3 trophies and 6 medals

- Meenakshi Sivanandam

- Two Fort Bend ISD Junior Achievement teams participated in the National Student Leadership Summit being selected as the only two finalists in Texas.

Team – Dulicious Co. from Dulles High School, was mentored by Lyondell Basell and placed third overall and were the only Houston region team to place in the top three, two years in a

row. Dulicious Co. also won the Delta Social Impact Special Award which considers sustainability and social impact. They also ranked amongst the top five teams in the country for the Ernst & Young Innovation Award.

- Sophia Zhao
- Aagna Patel
- Bonnie Ho
- Hannah Chu
- Sahaar Khoja

Team – Simply Co. from Clements High School, ranked in the top five in the country for the New York Stock Exchange/ICE Best Financial Performance Award. The team's founder/CEO, Michelle Wang, won the Jim Sweeney Award for Entrepreneurial Excellence.

- Michelle Wang
 - Safa Chowdhry
 - Michelle Chen
 - Owen Zhang
 - Jingzhou Zhang
- In a joint effort between the Fort Bend ISD Grants and Transportation Departments, the Transportation Department has been awarded a Texas PTA Grant in the amount of \$288,000 which will help supplement the cost of the additional CNG eco-friendly buses.

5. Audience Items

Jian Wang via Zoom addressed the Trustees with concerns on the increase number of COVID-19 cases in Texas and what kind of measurements is the District taking to address the issue.

Attorney Madhu Sekharan addressed the Board with concerns regarding the use of the District buildings as medical facilities

Janet Zhan withdrew her petition to speak to the Board.

Robin Cole thanked the District for how the District has honored and respected the Sugar Land 95.

Orangegy Jones was not present

Samuel Rubicco addressed the Board with concerns about the liability for schools being used as medical facilities to administer COVID-19 vaccines.

Former Congressman Pete Olson congratulated the District for the way the Sugar Land 95 is being handled.

6. Information

A. Board Governance

1. Elementary and Secondary School Emergency Relief (ESSER) Fund Allocation Update

The administration provided an update on the ESSER funding, including information on the return to in-person instruction funded with ESSER funds.

Dr. Gilliam asked if we are contacting other districts and researching on the best practices. She encouraged the Administration to listen to the school principals and teachers.

Mrs. Hanan asked for those students who are already enrolled, is their schedule going to change based on the BOY test? And if so, and how are they going to be notified.

Mrs. Hanan also asked if the District can increase hourly rate for tutors

Mr. Rice commented about the need for funds after the ESSER ends in 2024 and asked if the voter approved tax referendum election.

Mrs. Malone asked the Administration to engage retired teachers to help with the learning gaps.

Mrs. Dae asked for an update on what are the campuses doing about social distancing.

Ms. Williams questioned about the survey being only available online and the availability for low income families to access.

Dr. Gilliam asked for an update on the participation in the summer bridge program for elementary and middle school and results.

Mrs. Hanan asked to provide information to the students and parents to what instruction looks like during quarantine so they have the proper tools.

Mrs. Malone requested comparison data on number of cases during summer school as an indicator on what to expect moving forward.

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

1. Career and Technical Education Center Budget and Staffing Update

The administration provided an update as a result of questions from the June Board Meeting associated with the budget.

Mrs. Hanan requested to have access to the data from students engagement surveys.

Ms. Williams asked which 8 Middle Schools will offer Fundamentals of Computer Science.

President Rosenthal stated as a student centered organization we should provide as many choices so the kids can explore and figure out what they want to do.

Mrs. Dae asked if they could provide information in writing about the two-year implementation plan.

Mrs. Hanan stated for the minutes is there a possibility that in a year at the next CTE program update we can explore starting students at seventh grade.

Ms Williams stated that the Board needs to come up with the plan and do not leave it to the administration.

7. Convene in Closed Session

The Trustees convened in closed session at 10:06 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 – For a private consultation with their attorney on any or all subjects or matters authorized by law; and Section 551.074 – Personnel matters

8. Reconvene in Open Session

The Trustees reconvened in open session at 12:04 AM on July 20, 2021.

9. Consider Action on Closed Session Items

A. Section 551.074: Personnel Matters

1. Deliberate Director of Talent Operations and Total Rewards Recommendation

MOTION was made by Mr. Rice and SECONDED by Mrs. Hanan that the Board of Trustees appoints Stephanie Tolbert to the position of Director of Talent Operations and Total Rewards. MOTION CARRIED. Ayes 6 – Noes 1.

2. Deliberate Elementary School Principal Recommendation

MOTION was made by Mrs. Hanan and SECONDED by Mr. Rice that the Board of Trustees appoints Shanae Young to the position of Principal of Arizona Fleming Elementary School MOTION CARRIED. Ayes 7 – Noes 0.

3. Deliberate Hearing Officer's Recommendation Regarding the Level III FNG Grievance Appeal of Larry George

MOTION was made by Mr. Rosenthal and SECONDED by Mr. Rice that the Board of Trustees accept the hearing officer's recommendation concerning the Level III FNG grievance appeal of Larry George. MOTION CARRIED. Ayes 6 – Noes 1.

B. Section 551-0821: Personally Identifiable Information about a Public-School Student

1. Deliberate Hearing Officer's Recommendation Regarding the Level III FNG Student Grievance Appeal of T.G.

MOTION was made by Dr. Gilliam and SECONDED by Mr. Rice that the Board of Trustees accept the hearing officer's recommendation concerning the Level III FNG student grievance appeal of T.G. MOTION CARRIED. Ayes 6 – Noes 1.

10. Board Members' Report

A. Activity Report

Dr. Gilliam reported that the Trustees had attended and/or participated in the following activities since the June 28, 2021 Regular Board Meeting:

TASB Summer Institute, Two Special Call Meetings for Board Team Training, Meeting to discuss tax swaps, meeting to discuss AP Science labs meeting to discuss Fine Arts, Bond Oversight Committee Meeting, Telfair Townhall Meeting, Regular Business Meeting, Policy Committee Meeting, Regular Board Meeting.

B. Special Report

None.

Prior to the motion from Mr. Rice to the Consent Agenda, Mrs. Dae pulled Agenda Item 11C-1a, Ms. Hanan pulled Item 11D-1, and Ms. Williams pulled Item 11C-1b.

11. Consent Agenda

MOTION was made by Mr. Rice and SECONDED by Mrs. Hanan that the Board of Trustees approve the Consent Agenda in its entirety as presented with the three exceptions of 11C-1a, 11C-1b and 11D-1. MOTION CARRIED. Ayes 7 – Noes 0.

A. Board Governance

1. Consider Approval of Previous Meeting Minutes

- a. June 7, 2021: Called Meeting and Agenda Review
- b. June 14, 2021: Regular Business Meeting
- c. June 28, 2021: Special Called Meeting for Team Building

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

1. Consider Approval of Residential and Day-Treatment Service Providers for the 2021-22 School Year

C. Scalable Systems

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

- c. Consider Approval of the Purchase of Radio Equipment, Related Items, and Services
- d. Consider Approval of the Purchase of Diesel and Unleaded Fuel for the Hodges Bend Bus Terminal, Lake Olympia Bus Terminal, and the Police and Facilities Complex

D. 2018 Bond Program

2. Consider Approval of a Project Budget for Exterior LED Lighting Upgrades; Consider Approval of a Professional Services Agreement with Huitt-Zollars; and Consider Approval of the Utilization of Bond 2018 Contingency Funds

3. Consider Approval of a \$400,000 Budget Transfer from Bond 2018 Package 019, Exterior Envelope, to Package 014, Mercer Complex to Fund Additional Exterior Envelope Work at Mercer Stadium; Consider Approval of Revised Project Budgets for Package 019 and Package 014

4. Consider Approval of a \$600,000 Budget Transfer from 2018 Bond Package 027, Roofing Replacements at Multiple Campuses in Central Zone, to 2018 Bond Package 026, Roofing Replacements at Multiple Campuses in East Zone to Fund Additional Roofing Work; Consider Approval of a Revised Project Budget for Package 027 and Package 026

5. Consider Approval of Using the 2018 Bond Program Contingency as Proposed

12. Action

11C. Scalable Systems

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

a. Instructional Resources for Pre-Kindergarten through Twelfth Grade Program Areas

MOTION was made by Mr. Rice and SECONDED by Mrs. Hanan to approve consent agenda 11C-1a as presented. Following discussion, MOTION CARRIED. Ayes 7 – Noes 0.

b. Consider Approval of the Purchase of After School Enrichment Services and Related Items

MOTION was made by Mr. Rice and SECONDED by Mrs. Hanan to approve consent agenda 11C-1b as presented. Following discussion, MOTION CARRIED. Ayes 7 – Noes 0

11D. 2018 Bond Program

1. Consider Approval of a Professional Services Agreement with Pflueger Architects for the Design of a New Field House at Clements High School

MOTION was made by Mr. Rice and SECONDED by Dr. Gilliam to approve consent agenda 11D-1 as presented.

Mrs. Hanan requested information on the aging condition on campuses index and a list of the FCI scores. The Administration advised an update will be available in September.

Following discussion, MOTION CARRIED. Ayes 7 – Noes 0

12.A. Board Governance

1. Consider Endorsement of a Candidate to Represent Region IV, Position C, as a Director on the TASB Board of Directors

MOTION made by Mr. Rice and SECONDED by Mrs. Hanan to endorse Mr. Tony Hopkins candidate to the TASB Board of Directors in Region 4 Position C. MOTION CARRIED. Ayes 7 – Noes 0

2. Consider Naming Fort Bend ISD's Official and Alternate Voting Delegates for TASB's Annual Delegate Assembly

MOTION made by Mr. Rice and SECONDED by Mrs. Hanan to approve item 12A-2 as presented to nominate a delegate and an alternate for the TASB Annual Meeting Conference in Dallas. MOTION WITHDRAWN by unanimous consent.

MOTION made by Mr. Rice and SECONDED by Mr. Rosenthal to approve item 12A-2 as presented to nominate Dr. Gilliam to serve as a delegate and Mrs. Hanan as an alternate for the TASB Annual Meeting Conference in Dallas. MOTION CARRIED Ayes 7 – Noes 0

13. Review Future Board Meeting Agenda Items

Mrs. Sayavedra reviewed a list of future Board Meeting agenda items and workshop topics.

14. Adjournment

Having no further business before the Board, Motion was made by Mrs. Hanan to adjourn the meeting at 12:39 AM on July 20, 2021.

Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Board of Trustees
Special Called Meeting
August 4, 2021

A Board of Trustees Special Called Meeting was held on Wednesday, August 4, 2021, beginning at 6:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. _The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487189>

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

Board Members Present

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

Board Members Absent

- Ms. Denetta Williams

Others Present

- Mr. Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 6:00 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Convene in Closed Session

The Trustees convened in closed session at 6:01 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 - For a private consultation with their attorney on any or all subjects or matters authorized by law; and Section 551.07 4-Personnel matters.

A. Section 551.074: Personnel Matters

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

3. Reconvene in Open Session

The Trustees reconvened in open session at 9:53 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 9:55 p.m.

Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Board of Trustees
Special Called Meeting
August 9, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 9, 2021, beginning at 5:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. _The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487189>

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

Board Members Present

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

Board Members Absent

- Ms. Denetta Williams

Others Present

- Mr. Rick Morris, Board Counsel

1. Meeting Called to Order

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

2. Convene in Closed Session

The Trustees convened in closed session at 5:01 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 - For a private consultation with their attorney on any or all subjects or matters authorized by law; and Section 551.07 4-Personnel matters.

A. Section 551.074: Personnel Matters

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

3. Reconvene in Open Session

The Trustees reconvened in open session at 5:55 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 5:56 p.m.

Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Board of Trustees
Special Called Meeting
August 9, 2021

A Board of Trustees Special Called Meeting was held on Monday, August 9, 2021, beginning at 7:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. _The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487189>

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

Board Members Present

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

Board Members Absent

- Ms. Denetta Williams

Others Present

- Mr. Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 7:00 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Convene in Closed Session

The Trustees convened in closed session at 7:01 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 - For a private consultation with their attorney on any or all subjects or matters authorized by law; and Section 551.07 4-Personnel matters.

A. Section 551.074: Personnel Matters

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

3. Reconvene in Open Session

The Trustees reconvened in open session at 8:50 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 8:51 p.m.

Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Board of Trustees
Special Called Meeting
August 10, 2021

A Board of Trustees Special Called Meeting was held on Tuesday, August 10, 2021, beginning at 7:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. _The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487189>

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

Board Members Present

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

Board Members Absent

- Ms. Denetta Williams

Others Present

- Mr. Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 7:00 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Convene in Closed Session

The Trustees convened in closed session at 7:01 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 - For a private consultation with their attorney on any or all subjects or matters authorized by law; and Section 551.07 4-Personnel matters.

A. Section 551.074: Personnel Matters

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

3. Reconvene in Open Session

The Trustees reconvened in open session at 7:58 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 7:59 p.m.

Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Board of Trustees
Special Called Meeting
August 11, 2021

A Board of Trustees Special Called Meeting was held on Wednesday, August 11, 2021, beginning at 7:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. _The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487189>

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

Board Members Present

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

Board Members Absent

- Ms. Denetta Williams

Others Present

- Mr. Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 7:00 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Convene in Closed Session

The Trustees convened in closed session at 7:01 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 - For a private consultation with their attorney on any or all subjects or matters authorized by law; and Section 551.07 4-Personnel matters.

A. Section 551.074: Personnel Matters

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

3. Reconvene in Open Session

The Trustees reconvened in open session at 8:57 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 9:00 p.m.

Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Board of Trustees
Special Called Meeting
August 12, 2021

A Board of Trustees Special Called Meeting was held on Thursday, August 12, 2021, beginning at 11:00 a.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. _The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487189>

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

Board Members Present

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

Board Members Absent

- Ms. Denetta Williams

Others Present

- Mr. Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 11:00 a.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Convene in Closed Session

The Trustees convened in closed session at 11:01 a.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 - For a private consultation with their attorney on any or all subjects or matters authorized by law; and Section 551.07 4-Personnel matters.

A. Section 551.074: Personnel Matters

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

3. Reconvene in Open Session

The Trustees reconvened in open session at 12:58 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 1:00 p.m.

Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Board of Trustees
Special Called Meeting
August 19, 2021

A Board of Trustees Special Called Meeting was held on Thursday, August 19, 2021, beginning at 3:30 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. _The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487189>

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

Board Members Present

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

Board Members Absent

- Ms. Denetta Williams

Others Present

- Mr. Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 3:30 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Convene in Closed Session

The Trustees convened in closed session at 3:31 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 - For a private consultation with their attorney on any or all subjects or matters authorized by law; and Section 551.07 4-Personnel matters.

A. Section 551.074: Personnel Matters

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

3. Reconvene in Open Session

The Trustees reconvened in open session at 7:56 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 7:57 p.m.

Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Board of Trustees
Special Called Meeting
August 20, 2021

A Board of Trustees Special Called Meeting was held on Friday, August 20, 2021, beginning at 12:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. _The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=487189>

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

Board Members Present

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

Board Members Absent

Ms. Denetta Williams

Others Present

Mr. Rick Morris, Board Counsel

1. Meeting Called to Order

President Rosenthal called the meeting to order at 12:00 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Convene in Closed Session

The Trustees convened in closed session at 12:01 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 - For a private consultation with their attorney on any or all subjects or matters authorized by law; and Section 551.07 4-Personnel matters.

A. Section 551.074: Personnel Matters

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

3. Reconvene in Open Session

The Trustees reconvened in open session at 2:57 p.m.

4. Consider Action on Closed Session Item

None

5. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 2:58 p.m.

Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Board of Trustees
Called Meeting and Agenda Review
October 12, 2021

A Board of Trustees Special Called Meeting was held on Tuesday, October 12, 2021, beginning at 12:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. Members of the public viewed the Live Stream of the meeting at the following address <https://www.fortbendisd.com/Page/124962>.

Members of the public also registered to address the Board at the following address: <https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Regular%20Business%20Address%20Form%201-12-21.pdf>. Requests to address the Board were submitted no later than 11:00 a.m. on the day of the meeting.

It was the Board of Trustees' intent that a quorum of the Board of Trustees would be physically present at this location, although one or more Trustees may have participated by video conference. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=499864>. The meeting was recorded as required by law, and the recording is available to the public at:

<https://www.youtube.com/watch?v=YWfVb3ETZ60>

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

Board Members Present

Mr. Jim Rice, Vice President
Dr. Shirley Rose-Gilliam, Secretary
Mrs. Judy Dae
Mrs. Kristen Davison Malone
Mrs. Angie Hanan
Ms. Denetta Williams (arrived at 1:08 p.m.)

School Officials Present

Dr. Christie Whitbeck, Superintendent of Schools
Diana Sayavedra, Deputy Superintendent
Beth Martinez, Chief Academic Officer
Veronica Sopher, Chief Communications Officer
Bryan Guinn, Chief Financial Officer
Long Pham, Chief Information Officer
Oscar Perez, Chief Operations Officer
Robert Scamardo, General Counsel
David Rider, Chief of FBISD Police Department
Lynae Vingle, Recording Secretary

Others Present

Richard Morris, Board Counsel
Staff and Employees

1. Meeting Called to Order

President Rosenthal called the meeting to order at 12:01 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and manner required by law.

2. Public Comment

None.

3. Information

A. Review CIP/DIP

The Administration engaged the Board in discussion on the District Improvement Plan (DIP) Performance Objectives for the 2021-22 school year. Through small group discussions using a noticing, wondering, and suggestions protocol, Board members asked questions and provided feedback on the planned improvements.

4. Convene in Closed Session

The Trustees convened in closed session at 1:08 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: Section 551.071 – For the purposes of a private consultation with their attorney on any or all subjects or matters authorized by law.

5. Reconvene in Open Session

The Trustees reconvened in open session at 2:05 p.m.

6. Consider Action on Closed Session Item

None.

7. Action.

A. Consider Approval of Possible Nomination of a Candidate for Election to the Fort Bend County Appraisal District Board of Directors

Mr. Rice read the resolution to the Board Members and the audience.

MOTION was made by Mr. Rice and SECONDED by Dr. Gilliam to approve the resolution nominating Jim Kij as a candidate for election to the Fort Bend Central Appraisal District Board of Directors. Following discussion, MOTION CARRIED. Ayes 6 – Noes 0. Ms. Williams abstained from the vote.

8. Adjourn

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 2:12 p.m.

Dave Rosenthal, President

Dr. Shirley Rose-Gilliam, Secretary

For: Fort Bend ISD Board of Trustees
Date: April 11, 2022
Action: Review: Revisions to Policies FL (Local), FFG (Local), FDE (Local), EHAA (Local), GKC (Local)
References: Board Policy: Local Policies for FL, FFG, FDE, EHAA, and GKC
Department: Legal Services

Recommendation

Consideration and possible approval of proposed revisions to policies FL (Local), FFG (Local), FDE (Local), EHAA (Local), and GKC (Local).

Summary

- FL (Local) - Student Records
 - Minor revision to incorporate terminology change (“grade placement committee” to “accelerated learning committee”) from HB 4545 (2021).
- FFG (Local) - Student Welfare: Child Abuse and Neglect
 - Revisions to incorporate HB 3379 (2021) changes to the child abuse reporting standard.
- FDE (Local) – Admissions: School Safety Transfers
 - Revisions to incorporate HB 375 (2021) change to Penal Code offense title and local updates to various notice timelines.
- EHAA (Local) – Basic Instructional Program: Required Instruction
 - New policy to add provisions regarding the process for selection and adoption of human sexuality course materials, as required by HB 1525 (2021).
- GKC (Local) – Community Relations: Visitors
 - Companion policy to BBE (Local), which was previously revised and adopted by the Board of Trustees on March 24, 2022.
 - Revisions incorporate SB 1566 (2017) regarding Board member visits to campuses, to ensure clarity, and to include a philosophy statement.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Robert Scamardo
General Counsel

Comprehensive System

The Superintendent or designee shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records, including but not limited to paper, electronic or otherwise, shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for non-enrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The principal is custodian of all records for currently enrolled students. The Superintendent or designee is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by [an accelerated learning](#)~~a-grade placement~~ committee convened for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.

- b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]
 - c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents

may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records. For non-District employees, confidentiality and privacy of student records shall not be compromised.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

Prior to receiving access to student records, a contractor shall agree to maintain confidentiality of student data as required by law or District procedures. All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student.
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities.

3. Compiling statistical data.
4. Reviewing an education record to fulfill the official's professional responsibility; or
5. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The special education director shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the special education department office.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

The District has designated the following categories of information as directory information: student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.

Philosophy

The Board believes that students' best reach their full potential when provided a safe and secure environment. In alignment with the District Mission, the District acknowledges and supports the responsibility placed on all faculty and staff to ensure the safety and care of all students.

Program to Address Child Sexual Abuse, Trafficking and Maltreatment

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim.
2. Age-appropriate, research-based programs that prevent victimization of students.
3. Actions that the victim child should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law [and District policy](#). Training shall address techniques to prevent and recognize sexual abuse, trafficking and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA(LEGAL)]

Reporting Child Abuse and Neglect

Any person who has [reasonable cause](#) ~~reason~~ to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect.

1. Any District employee, agent or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has [reasonable](#) cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact

with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has [reasonable](#) cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800)252-5400 or the [Texas Abuse Hotline Website](#)¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. [As defined by law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers.](#)
[See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failing to Report Suspected Child Abuse or Neglect

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect.
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report.
3. Violates Board policy and be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development or functioning of the child.

Responsibilities Regarding Investigations

The District shall be responsive, thorough and, to the greatest extent permitted by law, maintain confidentiality in all matters of potential abuse and neglect. This includes providing notice of and access to available resources including the use of wrap-around services to address physical and emotional needs.

In addition, in accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect.
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

¹ Texas Abuse Hotline Website: <http://www.txabusehotline.org>

Safe Schools Data

The Superintendent or designee shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and
2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
 - a. Attempted murder;
 - b. Indecency with a child;
 - c. Aggravated kidnapping;
 - d. Aggravated assault on someone other than a District employee or volunteer;
 - e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;
 - f. Aggravated robbery; or
 - g. Continuous sexual abuse of a young child or [disabled individual children](#).

School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least ~~10~~¹⁴ days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent or designee an application for transfer. The Superintendent or designee shall complete the transfer prior to the beginning of the school year, if applicable, or within ~~10~~¹⁴ ~~calendar~~ [business](#) days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a
Violent Criminal
Offense

Within ~~10~~¹⁴ ~~calendar~~^{business} days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent or designee an application for transfer. The Superintendent or designee shall approve or disapprove the request within ~~10~~¹⁴ ~~calendar~~^{business} days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a ~~transfer~~^{[transfer through the Department of Student Affairs](#)} of the parent's child or the student assailant from the same ~~campus~~^{[campus as outlined in FDE \(LEGAL\)](#)}.

[For other transfer provisions, see also FDA and FDB.]

Philosophy

The Board believes the District shall develop a culture to inspire and equip students with skills to make healthy life choices about nutrition, mental health, wellness, and physical activity to ensure overall whole child wellness. The District curriculum shall support students' physical, social, and emotional development.

**Human Sexuality
Instruction**

Course materials relating to human sexuality instruction shall be selected by the Board in accordance with law, and with the advice of the local school health advisory council (SHAC). See EHAA(LEGAL).

The following process shall apply regarding the adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for human sexuality instruction.
2. The SHAC shall provide no less than 14 calendar days public notice and hold a public review of the considered curriculum materials. SHAC members, parents, and the community shall be encouraged to attend and provide feedback on the curriculum materials under consideration.
3. The SHAC shall hold at least two public meetings on the curriculum materials and gather public feedback before adopting recommendations to present to the Board.
 - a. The first public meeting shall provide an introduction and overview of the curriculum materials considered for adoption.
 - b. To allow public review of the considered curriculum materials, the SHAC shall hold a review period of at least 2 weeks between the first and second public meetings.
 - c. The District shall promote the public meetings to the community via the District webpage and other appropriate means.
4. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.

5. The SHAC shall present its recommendations to the Board at a public meeting. The recommendation shall include a summary of the public meetings, feedback gathered, and any adjustments made to the recommendation.
6. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Parental Notice
and Consent**

Before a student receives instruction relating to human sexuality, the District shall provide parental notice and obtain consent as provided by law. See EHAA(LEGAL).

COMMUNITY RELATIONS
VISITORS ~~TO THE SCHOOLS~~

GKC
(LOCAL)

Philosophy

The Board believes student success is best achieved in a collaborative community, and encourages community and volunteer involvement and engagement in schools to support student growth.

Visitors

Prominent notices shall be posted at each campus requiring all visitors to first report to the campus ~~main~~administrative office. This shall apply to parents, ~~Board members~~, volunteers, social service workers, invited speakers, maintenance and repair persons not employed by the District, vendors, representatives of the news media, former students, and any other visitors.

Visits to individual classrooms during instructional time shall be permitted only with the principal's and teacher's approval, and such visits shall not be permitted if their duration or frequency interferes with the delivery of instruction or disrupts the normal ~~classroom-school~~ environment.

[See BBE(LOCAL) for visits to District facilities by Board members, GKA(LOCAL) for conduct while on District premises, and GK(LOCAL) for provisions regarding community partners.]

**Registered Sex
~~Offender~~Offenders
on a School
CampusDistrict
Premises**

The Superintendent ~~and, working with~~ campus administrators, shall develop and implement procedures regarding a campus ~~visitor~~visitors who ~~is registered~~are identified as a sex ~~offender~~offenders. These procedures shall address:

1. Parental rights;
2. Escort by District personnel;
3. Access to common areas of the campus;
4. Access to classrooms;
5. Drop off and release of students;
6. Eligibility to serve as volunteers; and
7. Any other relevant issues.

BOT Meeting:	April 11, 2022
Solicitation No.:	22-063
References:	State Board of Education Proclamation 2022 District Goal 1
Description:	<p>Proclamation 2021 Instructional Resource Adoption</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the adoption and purchase of instructional resources associated with the program area included within Proclamation 2022, K-12 Health, and Physical Education (PE). The initial purchase is \$2,880,600 for the eight-year period of the adoption beginning with the 2022-23 school year.</p> <p><u>Summary</u></p> <p>The State Board of Education issues proclamations calling for instructional materials. A proclamation is a formal invitation for vendors to provide materials that the state and school districts could adopt and purchase for instructional use.</p> <p>Proclamation 2022 calls for K-12 Health and Physical Education instructional materials that demonstrate alignment to the health and physical education Texas Knowledge and Skills (TEKS). In Fort Bend ISD, curriculum has been developed and health and physical education instructional models have been established to support the implementation of the curriculum. The adopted materials are scheduled to go into classrooms in the 2022–23 school year.</p> <p>To provide aligned and appropriate resources, the Social Emotional Learning, Comprehensive Health and Teaching and Learning teams have worked together to use defined processes to identify, review, and recommend an instructional program that aligns to state and District expectations, and upholds the intent of the Instructional Materials Allotment (IMA) afforded to the District each biennium.</p> <p>Campus and District staff have reviewed materials through the lens of health and PE program guidelines, Fort Bend ISD curriculum, and District priorities. Administration supports the recommendation of the following resource as a District-adopted program for health and physical education. The District School Health Advisory Council (SHAC) was given online access to review the health resources and on February 9 2022 the SHAC voted to support the recommendation of the health resources.</p>

Program Area	Materials	Cost
Elementary PE, Middle School PE, High School PE	SPARK	\$126,500.00
High School Lifetime Fitness and Wellness Pursuits	<i>Fitness and Wellness Skills - Goodheart Wilcox</i>	\$30,000.00
Elementary Health	CATCH Health	\$880,000.00
Elementary Health	Quaver Ed.	\$655,500.00
Middle School Health	Teen Health – McGraw Hill	\$366,800.00
High School Health	Glencoe Health – McGraw Hill	\$341,700.00

Proclamation 2022 expenditures will not exceed \$2,880,600, which represents the cost over the eight-year adoption period and includes a factor for future student growth and annual price adjustments. Future purchases will be made as needed to meet enrollment growth or replacement of lost or damaged materials.

Proclamation 2022 resources will be purchased using funds from the IMA and District funds as needed and from vendors that have been awarded contracts through various district solicitations.

Requested By:	Beth Martinez, Deputy Superintendent Dr. Kwabena Mensah, Chief of Schools Bryan Guinn, Chief Financial Officer
Vendors:	Gopher Sport (SPARK) Quaver Ed Flaghouse (CATCH) McGraw Hill Goodheart Wilcox
Budget Sources:	Instructional Materials Allotment District Funds

Amount: \$2,880,600

Other Supporting Information

Sole Source:	No
Number of vendors contacted by Purchasing:	N/A
Number of vendors contacted by FBISD Notification System:	N/A
Number of vendors that downloaded the solicitation:	N/A
Number of responses received:	N/A
Number of “no bid” responses received:	N/A
Length of commitment:	Through 2031
Last solicitation date:	N/A
Supporting documents:	
Disclosure under Board Policy CH, CV, or DBD (Local):	None

For: Fort Bend ISD Board of Trustees

Date: April 11, 2022

Action: Review: Amended Agreement with Eco-Site II, LLC

References: Board Policy GKD (Legal)

District Goal 1

Department: Business and Finance

Recommendation

Consideration and possible approval of amending the cellular tower lease agreement with Eco-Site II, LLC (AT&T representative), for a cell tower at Kempner High School, which extends the Options period through February 2023, and authorization for the Superintendent to execute the agreement. This extension allows Eco-Site an additional twelve months to complete due diligence before commencing the construction of the tower.

Summary

In December 2018, the Board approved a lease agreement with Eco-Site II, LLC, who represented T-Mobile at the time, for a cellular tower at Kempner High School. During the option period timeframe, T-Mobile put the site on hold because of the merger between AT&T and Sprint. Once the merger went through, T-Mobile cancelled the site and immediately AT&T contacted Eco Site, II, LLC with interest in the same site at Kempner High School. The terms of the original agreement have not changed, but rather the carrier from T-Mobile to AT&T.

Terms of the agreement are as follows:

- \$1,000 one-time option fee paid to Fort Bend ISD for a term of one (1) year
- \$2,161 monthly rental fee paid to Fort Bend ISD upon commencement date
- During the initial term (first five (5) years), the monthly rental rate will increase by 1.5% on each annual anniversary date
- At each renewal term anniversary, the monthly rental rate will increase by 1.5%
- The agreement provides for four (4) additional five-year terms.

The first bulleted term listed above is the Options period of twelve months that we seek to amend. This is a period in the contract whereby the District receives a one-time fee payment in the amount of \$1,000 to hold the cell tower location while due diligence such as permitting takes place. The amendment to extend the Options period will allow Eco-Site II, LLC an additional option period of one (1) year, beginning February 2022 and continuing through February 2023, in order to complete the due diligence for the project before commencing the construction phase.

Fort Bend ISD currently has eight (8) cellular towers on its property. Seven of the eight cellular tower leases were bought out / or are being bought out for a total of \$2.6M to the District. The seventh cell tower in the buyout is pending closing and represents \$175,000 of the \$2.68M. The eighth cell tower yields approximately \$25,932 annually to the General Fund. Those towers are located at Baines Middle School, Clements High School, Progressive High School, Frankie Field (3), Elkins High School and Ridgemont Elementary School.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

SECOND AMENDMENT TO SITE LEASE WITH OPTION

This Second Amendment to Site Lease with Option (this “**Amendment**”) is entered into and made effective as of February 17, 2022 and is by and between **Fort Bend Independent School District** (“**Landlord**”) and **Eco-Site, LLC**, a Delaware limited liability company, as successor-by-merger to Eco-Site II, LLC, a Delaware limited liability company (“**Tenant**”). Landlord and Tenant may be referred to herein as “**Party**” or jointly as “**Parties**.”

WITNESSETH:

A. Landlord and Tenant entered into that certain Site Lease with Option dated February 18, 2019, and that certain First Amendment to the Site Lease with Option dated February 15, 2021 (collectively, the “**Agreement**”) as memorialized of record in that certain Memorandum of Lease dated February 18, 2019 and recorded on _____ in Instrument No. _____ in the records of the County Clerk’s office for Fort Bend County, Texas (the “**Memorandum**”).

B. Landlord and Tenant desire to amend the Agreement, as set forth below, to extend the Option Period set forth in Section 1 of the Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Landlord and Tenant agree as follows:

1. **Recitals, Definitions.** The recitals set forth above are accurate and hereby incorporated into the Agreement and Memorandum by reference thereto. All capitalized terms not defined herein shall have the same meaning set forth in the Agreement or Memorandum, as applicable.

2. **Amendment.**

(a) Previously, the Parties by agreement or otherwise extended the Option Period through to and including February 17, 2022. The Agreement and Memorandum are now hereby amended by extending the Option Period for the period beginning on February 18, 2022 through to and including February 17, 2023. In consideration for such extension, Tenant will pay to Landlord a fee of One Thousand Dollars (\$1,000.00) within fifteen (15) days of the full execution of this Amendment and delivery to Tenant.

(b) Tenant’s notice information and address set forth in Section 12 of the Agreement is hereby deleted and replaced with the following:

Eco-Site, LLC
750 Park of Commerce Drive
Suite 200
Boca Raton, Florida 33487
Attn: General Counsel
Site No./Name: US-TX-5782 / Voss Road

3. **Ratification.** Except as amended herein, all of the terms and conditions of the Agreement are hereby ratified and confirmed in all respects and shall remain unchanged and continue in full force and effect.

4. **Conflict.** In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and supersede those set forth in the Agreement.

5. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

7. **Representations and Warranties.** To the extent applicable, each party hereby represents and warrants to the other party that such party: (a) is a duly authorized and existing entity; (b) is qualified to do business in the state in which the Property is located; and (c) has full right and authority to execute and enter into this Amendment and to perform the obligations imposed upon such party without the consent of any other party or person. Further, each of the persons executing this Amendment on behalf of such party hereby represents and warrants that such person is authorized to do so.

8. **Entire Agreement.** This and any attachments, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

9. **Authority to Sign.** Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

10. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day and year first above-written.

WITNESSES:

Name: _____

Name: _____

LANDLORD:

Fort Bend Independent School District

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for _____ County, Texas, do hereby certify that _____ personally appeared before me this day and acknowledged he (or she), as _____ of Fort Bend Independent School District, and that he (or she) as _____, being authorized to do so, executed the foregoing instrument on behalf of the Fort Bend Independent School District.

Witness my hand and official seal, this the _____ day of _____, 20_____.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Tenant's Signature Page]

WITNESSES:

TENANT:

Eco-Site, LLC
a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ as _____ of Eco-Site, LLC, a Delaware limited liability company.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

For: Fort Bend ISD Board of Trustees
Date: April 11, 2021
Action: Review: Allotment & TEKS
Certification, 2022-2023
References: Board Policy CMD (Legal)
Department: Academic Affairs

Recommendation

The Administration is seeking Board approval of the Instructional Materials Allotment (IMA) and TEKS Certification for 2022-23.

Summary

Each year, statute requires school districts to certify that the Instructional Materials Allotment (IMA) is used to purchase resources for supporting instruction of the Texas Essential Knowledge and Skills (TEKS). The Texas Education Agency updated the process for certification last year. School districts must include titles and publishers of the adopted resources for each required curriculum area other than physical education. Each local education agency must also declare the district's approach for covering 100% of the TEKS and indicate which implementation approach the district takes for use of adopted materials. The attached form provided by the Texas Education Agency serves as FBISD confirmation of our use of IMA funds. The submission of the form requires the Board of Trustees to approve and have a district representative submit the form electronically.

The Administration hereby affirms to the Board of Trustees that for the 2022-2023 school year:

- District IMA funds will be used to purchase materials adopted and board-approved through previous proclamations;
- That for the current school year, the District has instructional materials that collectively cover all elements of the TEKS as prescribed in the Texas Education Code Section 28.002;
- That the District will purchase additional materials needed based on student growth; and
- That upon request, the District will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the District with IMA funds.

Following Board approval, staff will proceed with certification requirements.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Kim Lawson
Chief Academic Officer

Certification of Math Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for math?	What implementation approach does your district take for math materials?	Other
Grades K-5	Eureka Math TEKS Edition (Texas Home Learning)	Adopt a locally developed curriculum and align purchased materials to district developed scope and sequence	All school leaders required to implement district's approach	Agile Mind - College Prep
Grades 6-8	Carnegie Learning Texas Middle School Math Series			
Grades 9-12	Pearson Texas Alg I (Savvas Learning Company LLC formerly Pearson K12 Learning)			
Grades 9-12	Pearson Texas Geometry (Savvas Learning Company LLC formerly Pearson K12 Learning)			
Grades 9-12	Pearson Texas Alg II (Savvas Learning Company LLC formerly Pearson K12 Learning)			
Grades 9-12	MyMathLab Precalculus EGU TX Ed (Savvas Learning Company LLC formerly Pearson K12 Learning)			
Grades 9-12	Other (if other, please type out response)			

Certification of RLA Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the	What implementation approach does your district take for RLA materials?	Other 76
Grades K-2	Other (if other, please type out response)	Adopt a locally developed curriculum and align purchased materials to district developed scope and sequence	All school leaders required to implement district's approach	K-2 Fountas & Pinnell K-2 Bilingual Steps to 3-5 Fountas & Pinnell
Grades K-2	Other (if other, please type out response)			
Grades 3-5	Other			
Grades 6-8	myPerspectives Texas English Language Arts (Savvas Learning Company LLC formerly Pearson K12 Learning)			
Grades 9-12	StudySync (McGraw-Hill School Division(Contract Vendor))			

Certification of Science Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for science?	What implementation approach does your district take for science materials?	Other
Grades K-5	Locally developed materials	Adopt a locally developed curriculum and align purchased materials to district developed scope and sequence	All school leaders required to implement district's approach	Curriculum Chemistry Curriculum HMH AP Biology - Savvas Learning Learning)
Grades 6-8	HMH ScienceFusion Texas (Houghton Mifflin Harcourt Depository)			
Grade 9-12	Integrated Physics & Chemistry Texas (McGraw-Hill School Division(Contract Vendor))			
Grades 9-12	HMH Texas Biology			
Grades 9-12	Locally developed materials			
Grades 9-12	Other (if other, please type out response)			
Grades 9-12	Other (if other, please type out response)			
Grades 9-12	Other (if other, please type out response)			

Certification of Social Studies Instructional Materials

	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for social studies?	What implementation approach does your district take for social studies materials?	Other
Grades K-5	TX myWorld SS Here We Are (Savvas Learning Company LLC formerly Pearson K12 Learning)	Adopt a locally developed curriculum and align purchased materials to district developed scope and sequence	All school leaders required to implement district's approach	77
Grades K-5	TX myWorld SS Here We Are en español (Savvas Learning Company LLC formerly Pearson K12 Learning)			
Grades 6-8	TX World Cul & Geo (School Education Group, a division of The McGraw-Hill Companies, Inc.)			
Grades 6-8	TX History (School Education Group, a division of The McGraw-Hill Companies, Inc.)			
Grades 6-8	TX US Hist to1877 (School Education Group, a division of The McGraw-Hill Companies, Inc.)			
Grades 9-12	Texas World Geography (School Education Group, a division of The McGraw-Hill Companies, Inc.)			
Grades 9-12	TX World History (School Education Group, a division of The McGraw-Hill Companies, Inc.)			
Grades 9-12	US History since 1877 (School Education Group, a division of The McGraw-Hill Companies, Inc.)			
Grades 9-12	US Govt Student Bundle (School Education Group, a division of The McGraw-Hill Companies, Inc.)			
Grades 9-12	Texas Economics (School Education Group, a division of The McGraw-Hill Companies, Inc.)			

For: Fort Bend ISD Board of Trustees
Date: April 11, 2021
Action: Consideration and Approval:
Texas Association of School Boards
(TASB) Risk Management Fund
Interlocal Participation Agreement
References: Board Policy CH (Legal)
Scalable Systems

Recommendation

The Administration is seeking Board approval of an Interlocal Participation Agreement (IPA) with Texas Association of School Boards (TASB) Risk Management Fund

Summary

TASB Risk Management Fund provides administrative services and governmental functions relative to risk management. The Participation Agreement enables fund members to participate in one or more of the fund's available programs, including but not limited to, property, liability, auto, workers' compensation, and unemployment compensation coverage. The District has participated in TASB Risk Management Fund program since 1997 and the IPA was last amended in 2012.

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

The revisions to the IPA made by the TASB Risk Management fund focus on three (3) separate areas: (1) clarity of purpose and meaning, (2) updating Fund Member duties and obligations, and (3) revising the dispute resolution provisions. All revisions have been reviewed by staff and are found to be acceptable.

The agreement will begin upon signature and will automatically renew unless terminated by either party. Termination may be with or without cause upon thirty (30) days prior written notice, or the District ceases to participate in at least one (1) of the available programs.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

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

TERMS AND CONDITIONS

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

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

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

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

5. Contributions.

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

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

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

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

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

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

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

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

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

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

For FUND MEMBER: **Fort Bend ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

For: Fort Bend ISD Board of Trustees
Date: April 11, 2022
**Action: Review: 2022-23 Designated
Hazardous Traffic Conditions List**
**References: Board Policy CNA (Local)
Scalable Systems**
Department: Operations

Recommendation

Consideration and possible approval of the 2022-23 Fort Bend ISD Designated Hazardous Traffic Conditions List and approval to adopt the Designated Hazardous Traffic Conditions Resolution.

Summary

The Texas Education Code (TEC) 42.155 entitles funding for school districts for the transportation of students who reside two or more miles from a student’s zoned campus. Students living less than two miles of the school are not eligible for regular transportation unless a hazardous condition exists. The TEC states that, “A hazardous condition exists where no walkway is provided and children must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition.”

The recommended changes to the list for the 2022-23 school year are attached.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

DESIGNATED HAZARDOUS TRAFFIC CONDITIONS

Definition of Hazardous Conditions: A hazardous condition exists when no walkway is provided and children must walk along or cross a freeway or expressway, an underpass or bridge, an uncontrolled major traffic artery, an industrial or commercial area or another comparable condition. Construction areas may be considered hazardous on an as-needed basis.

	DESIGNATED HAZARDOUS AREAS
Grades 9 to 12	
AUSTIN:	Areas within two miles of campus south and east of Old Richmond; and all areas west of FM 1464, and Aliana Development south of West Airport Blvd except Strafford Park Development south of Old Richmond Road
BUSH:	Areas within two miles of the campus in the Mission Bend North, Mission Bend South, Mission West and Mission Oaks subdivisions, and the area south of Beechnut Street and east of FM 1464
CLEMENTS:	Areas within two miles of the campus north of Hwy 59 in The Lakes/Meadow Lakes subdivisions
DULLES:	Areas within two miles of campus south of Avenue E
ELKINS:	Areas within two miles of campus except for Stonebrook and Creekstone Village subdivisions
HIGHTOWER:	All areas within two miles of campus except Winfield Lakes and Teal Run subdivisions
KEMPNER:	Areas within two miles of campus except Covington Woods, Covington West, Greenbriar, Ragus Lakes, Imperial Woods, Gannoway Lakes, Sugar Mill, Imperial, Mayfield Park, Glen Laurel, The Reserve at Glen Laurel, and Woodbridge subdivisions; Advenir at Woodridge Reserve and the Enclave at Woodridge Apartments
MARSHALL:	All areas within two miles of campus
RIDGE POINT:	No hazardous areas
TRAVIS:	Areas within two miles of campus except Harvest Green subdivision
WILLOWRIDGE:	Areas within two miles of campus north of Court Road and east of South Post Oak; along and north of Mackinaw; east of Park Manor; north of Westfield and west of Rockwell

MIDDLE SCHOOLS Grade 6 to 8	DESIGNATED HAZARDOUS AREAS
BAINES:	Areas within two miles of campus except Bees Creek and Silver Ridge subdivisions
BOWIE:	No hazardous areas
CROCKETT:	Areas within two miles of campus except Grand Mission Estates west of Mason Road and Grand Mission subdivisions
DULLES:	Areas within two miles of campus south of Avenue E
FIRST COLONY:	No hazardous areas
FORT SETTLEMENT:	No hazardous areas
GARCIA:	Areas within two miles of campus except Pheasant Creek and Summerfield subdivisions, Aliana Development south of West Airport Blvd, and Windsor Estates Development west of FM 1464 and south of West Airport Blvd and Strafford Park Development south of Old Richmond Road
HODGES BEND:	Areas within two miles of campus west of FM 1464; west of Clodine Reddick; north of Beechnut Street and west of Londres; east of Addicks Clodine. All areas within two miles of campus north of West Belfort Street and north of Madden Road and east of FM 1464 and west of Hwy 6
LAKE OLYMPIA:	No hazardous areas
MCAULIFFE:	Areas within two miles of campus north of Court Road; east of Park Manor; east of Chimney Rock Road
MISSOURI CITY:	Areas within two miles of campus north of Hwy 90; east of Texas Pkwy; east of Moore Road; north of Grand Park Drive
QUAIL VALLEY:	Areas within two miles of campus north of Cartwright and all areas west of FM 1092
SARTARTIA:	No hazardous areas
SUGAR LAND:	No hazardous areas
THORNTON:	No Hazardous areas

ELEMENTARY Grades K to 5	DESIGNATED HAZARDOUS AREAS
ARMSTRONG:	Areas within two miles of campus except Fifth Street area
ARIZONA FLEMING:	Areas within two miles of campus east of Hwy 6; west of Gaines Road; along and both sides of Old Richmond Road; Gaines Road north of Castle Gate Drive
AUSTIN PARKWAY:	Areas within two miles of campus west of Hwy 6; southeast of University Blvd.
BARRINGTON PLACE:	Areas within two miles of campus except Barrington Place, Ashford Lakes I and Ashford Lakes II subdivisions
BLUE RIDGE:	Areas within two miles of campus east of South Post Oak Road; south of FM 2234; west of Chimney Rock
BRAZOS BEND:	All areas within two miles of campus in the Williams Landing and Thompson Chapel subdivisions, and the New Territory Apartments
BRIARGATE:	Areas within two miles of campus in the Briargate Townhomes, Pine Island, and Willow Park subdivisions
BURTON:	Areas within two miles of campus east of FM 521; along and off of South Post Oak; along and off of Kansas Street; Davis Street; West Davis Street
COLONY BEND:	No hazardous areas
COLONY MEADOWS:	Areas within two miles of campus north of Hwy 59 in The Lakes/Meadow Lakes subdivisions
COMMONWEALTH:	No hazardous areas
CORNERSTONE:	No hazardous areas
RITA DRABEK:	Areas within two miles of campus west of Hwy 6; east of Burney; Woodbridge Landing subdivision
DULLES:	Areas within two miles of campus north of American Water Canal and along Brand Avenue, north of Avenue E, and east of Dulles Avenue
E.A. JONES:	Areas within two miles of campus north of Hwy 90; east of Texas Pkwy; west of Staffordshire; east of Scanlin
EDGAR GLOVER:	Areas within two miles of campus along and east of Staffordshire and south of Lexington Blvd. ; along and east of FM 2234
GOODMAN:	Areas within two miles except Teal Run, Estates of Teal Run and Teal Run Meadows subdivisions
HERITAGE ROSE:	All areas within two miles of campus
HIGHLANDS:	Areas within two miles of campus north & west of Hwy 59; along and off of Cypress Lane

HOLLEY:	Areas within two miles of campus except Eaglewood, Boss Gaston, Kingsbridge Meadow, and Kingsbridge Enclave subdivisions
HUNTERS GLEN:	No hazardous areas
JORDAN:	Areas within two miles of campus south of Beechnut Street
LAKEVIEW:	No hazardous areas
LANTERN LANE:	Areas within two miles of campus along Hawks Road; north of FM 2234
LEONETTI:	No hazardous areas
LEXINGTON CREEK:	Areas within two miles of the campus in the Riverbend South, Frost Lake, Lakeshore Park at Brightwater and Lakeshore at Brightwater subdivisions
MADDEN:	Areas within two miles of campus north of West Bellfort Street /Madden Rd and east of FM 1464 and south of West Airport Blvd
MALALA YOUSAFZAI:	Areas within two miles of campus except south of West Airport
MEADOWS:	Areas within two miles of campus south of West Airport Blvd; west of Dairy Ashford
MISSION BEND:	No hazardous areas
MISSION GLEN:	Areas within two miles of campus east of Addicks Clodine
MISSION WEST:	Areas within two miles of campus west of Clodine Reddick
NEILL:	No hazardous areas
OAKLAND:	Areas within two miles of campus except Waterside Estates
OYSTER CREEK:	Areas within two miles of campus except Village of Oak Lake subdivision between Old Richmond and FM 1464
PALMER:	Areas within 2 miles of campus south of Lake Olympia Pkwy in the Parkview Village and Sunrise Bay subdivisions; north of Lake Olympia Pkwy in the Mustang Crossing and Crescent Oak Village subdivisions
PARKS:	Areas within two miles of campus east of California Street
PATTERSON:	Areas within 2 miles of campus south of Beechnut Street except Grand Vista subdivision
PECAN GROVE:	The areas within 2 miles of campus for the last ¼ mile of Timothy Lane, inclusive of Lola Lane and Watkins Street (outside of the Pecan Grove subdivision)
QUAIL VALLEY:	Areas within two miles of campus except the Quail Village Town Homes

RIDGEGATE:	Areas within two miles of campus along and north of Mackinaw and east of South Post Oak Road; south of Court Road and west of South Post Oak Road
RIDGEMONT:	No hazardous areas
SCANLAN OAKS:	No hazardous areas
SCHIFF:	No hazardous areas
SEGUIN:	Areas within two miles of campus south of Beechnut Street and west of Harlem Road
SETTLERS WAY:	No hazardous areas
SIENNA CROSSING:	Areas within two miles of campus north of Old Woods Passage; north of McKeever
SULLIVAN:	Areas within two miles of campus east of LJ Parkway and south of Hagerson Road
SUGAR MILL:	No hazardous areas
TOWNEWEST:	Areas within two miles of campus north of Old Richmond Rd and west of Sugar Land Howell; east of Belknap; Keegans Wood subdivision; Oak Bend Forest Street
WALKER STATION:	No hazardous areas

RESOLUTION OF THE
FORT BEND INDEPENDENT SCHOOL DISTRICT
REGARDING HAZARDOUS TRAFFIC CONDITIONS

WHEREAS, Texas Education Code § 42.155(d) allows the Board of Trustees (Board) of Fort Bend Independent School District to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school;

WHEREAS, the Texas Education Agency (TEA) handbook on School Transportation Allotments requires the Board to adopt language providing the definition of hazardous traffic conditions applicable to the District and identifying the specific hazardous areas for which such funding is requested;

WHEREAS, the Board acknowledges the Texas Education Code § 42.155(d) provisions stating that a hazardous condition exists where no walkway is provided and students must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition;

NOW, THEREFORE, be it resolved that:

The Fort Bend Independent School District Board of Trustees adopts the definition of hazardous traffic conditions as stated in Education Code 42.155(d) and has identified the following specific hazardous areas in which such conditions exist.

BE IT FURTHER resolved that:

The Fort Bend Independent School District Board of Trustees finds there are no hazardous conditions as defined in statute.

ADOPTED THIS 25th DAY OF April 2022.

FORT BEND INDEPENDENT SCHOOL DISTRICT

By: _____
Dave Rosenthal, President
Board of Trustees

Attest: _____
Shirley Rose-Gilliam, Secretary
Board of Trustees

For: Fort Bend ISD Board of Trustees Date: April 11, 2022

**Action: Consideration and Approval:
Utility Easement with Sienna
Municipal Utility District No. 5 for Elementary
School #54 at Heritage Park in Sienna**

**References: Board Policy CV (Local)
Scalable Systems**

Department: Operations

Recommendation

Consideration and possible approval of a Utility Easement Agreement with Sienna Municipal Utility District (MUD) No. 5 at the new Elementary School #54 at Heritage Park in Sienna, and authorization for the FBISD Board President and/or designee to negotiate and execute this easement.

Summary

On June 14, 2021, the FBISD Board of Trustees approved and executed a 0.279-acre access easement for Sienna MUD No. 5.

Sienna MUD No. 5 desires to obtain an additional 0.013-acre utility easement for the new Elementary School #54 at Heritage Park in Sienna.

This agreement would allow Sienna MUD No. 5 access to an existing lift station on the campus meter which will provide service to Elementary School #54 at Heritage Park in Sienna and the surrounding area.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

**UTILITY EASEMENT
(0.013 Acre)**

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

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

THAT **FORT BEND INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **SIENNA MUNICIPAL UTILITY DISTRICT NO. 5**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of utility lines and all related connections and appurtenances, including, without limitation, electrical lines, wires, and conduits (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.013 acre, as more particularly described in and shown on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to

replace or restore any trees, growth, shrubbery, or other improvements or obstructions, including, without limitation, the Permitted Improvements (as defined herein), removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that unreasonably interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Grantee shall be solely responsible for the maintenance and repair of the Facilities at Grantee's sole cost and expense.

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

Notwithstanding anything to the contrary set forth herein, Grantor may, without Grantee's prior written consent (except as otherwise provided below), lay, construct, install, maintain, repair, replace, remove and operate the following improvements within the Easement Tract following Grantee's initial construction of the Facilities (collectively, the "Permitted Improvements"): (A) pavement for driveways, curbing,

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

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

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent in effect and validly enforceable

against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

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

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

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

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

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

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

Grantee's address is c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2022.

GRANTOR:

FORT BEND INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____ of FORT BEND INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said independent school district and political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

**SIENNA MUNICIPAL UTILITY
DISTRICT NO. 5**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, _____, and _____ of the Board of Directors of SIENNA MUNICIPAL UTILITY DISTRICT NO. 5, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Exhibit A – Description and Sketch of the Easement Tract

After recording, please return to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department

Exhibit A Page 1 of 3 Pages

County: Fort Bend
 Project: Fort Bend Elem. 54
 Job No. 204904
 MBS No. 22-046

FIELD NOTES FOR 0.013 ACRE

Being a tract containing 0.013 acre of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas; said 0.013 acre tract being a portion of Restricted Reserve "A", Fort Bend ISD Elementary School No.54, a subdivision recorded in Plat Number 20210144 of the Fort Bend County Plat Records (F.B.C.P.R.); said 0.013 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at the southwesterly corner of Restricted Reserve "B", said Fort Bend ISD Elementary School No. 54, from which the northwesterly corner of said Reserve "B" bears North 01 degree 28 minutes 26 seconds East, a distance of 50.00 feet;

Thence, with the southerly line of said Reserve "B", South 88 degrees 31 minutes 34 seconds East, a distance of 35.86 feet to the **Point of Beginning** of the herein described tract;

Thence, continuing with said southerly line, South 88 degrees 31 minutes 34 seconds East, a distance of 5.01 feet;

Thence, through and across aforesaid Reserve "A", the following five (5) courses:

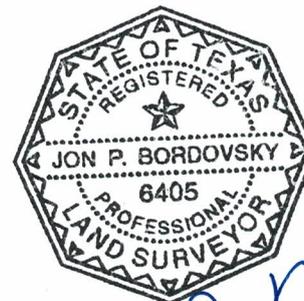
- 1) South 05 degrees 38 minutes 00 seconds West, a distance of 25.24 feet;
- 2) 7.19 feet along the arc of a curve to the right, said curve having a radius of 80.00 feet, a central angle of 05 degrees 08 minutes 47 seconds and a chord that bears South 50 degrees 39 minutes 01 second West, a distance of 7.18 feet;
- 3) 18.85 feet along the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of 08 degrees 59 minutes 58 seconds and a chord that bears South 48 degrees 43 minutes 28 seconds West, a distance of 18.83 feet;
- 4) 35.42 feet along the arc of a curve to the right, said curve having a radius of 80.00 feet, a central angle of 25 degrees 22 minutes 09 seconds and a chord that bears South 56 degrees 54 minutes 35 seconds West, a distance of 35.13 feet;
- 5) South 03 degrees 07 minutes 51 seconds West, a distance of 21.42 feet to a northwesterly line of Sienna Oaks Drive Street Dedication Phase 2, a subdivision recorded in Plat Number 20210017 of the F.B.C.P.R.;

Thence, with said line, 5.23 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet, a central angle of 02 degrees 59 minutes 53 seconds and a chord that bears South 75 degrees 59 minutes 58 seconds West, a distance of 5.23 feet;

Thence, through and across aforesaid Reserve "A", the following five (5) courses:

- 1) North 03 degrees 07 minutes 51 seconds East, a distance of 26.31 feet;
- 2) 36.46 feet along the arc of a curve to the left, said curve having a radius of 75.00 feet, a central angle of 27 degrees 51 minutes 00 seconds and a chord that bears North 58 degrees 08 minutes 58 seconds East, a distance of 36.10 feet;
- 3) 19.63 feet along the arc of a curve to the right, said curve having a radius of 125.00 feet, a central angle of 08 degrees 59 minutes 55 seconds and a chord that bears North 48 degrees 43 minutes 28 seconds East, a distance of 19.61 feet;
- 4) 4.82 feet along the arc of a curve to the left, said curve having a radius of 75.00 feet, a central angle of 03 degrees 41 minutes 03 seconds and a chord that bears North 51 degrees 22 minutes 56 seconds East, a distance of 4.82 feet;
- 5) North 05 degrees 38 minutes 00 seconds East, a distance of 22.90 feet to the **Point of Beginning** and containing 0.013 acre of land.

GBI PARTNERS, L.P.
TBPELS Firm No. 10130300
Ph: 281.499.4539
February 4, 2022



JMB
2/4/2022



RESTRICTED RESERVE "A"
FORT BEND ISD ELEMENTARY
SCHOOL No.54
PLAT No.20210144 F.B.C.P.R.

TEMPORARY
ACCESS ESMT
FILE No.2019124019
O.R.F.B.C.

RESTRICTED RESERVE "B"
FORT BEND ISD ELEMENTARY
SCHOOL No.54
PLAT No.20210144 F.B.C.P.R.

P.O.C.

N01°28'26"E 50.00

S88°31'34"E
35.86

P.O.B.

0.013
ACRE

SIENNA OAKS DRIVE
STREET DEDICATION PHASE 2
PLAT No.20210017 F.B.C.P.R.

10' SANITARY ESMT
PLAT No.20210017
F.B.C.P.R.

10' WATER LINE ESMT
PLAT No.20210017
F.B.C.P.R.

HERITAGE PARK DRIVE
STREET DEDICATION PHASE 3
PLAT No.20210015 F.B.C.P.R.

EXHIBIT OF

0.013 ACRE

BEING A PORTION OF RESTRICTED RESERVE
"A", FORT BEND ISD ELEMENTARY SCHOOL No.54, A
SUBDIVISION RECORDED IN PLAT NUMBER 20210144
OF THE F.B.C.P.R.

LOCATED IN THE
WILLIAM HALL SURVEY, A-31
FORT BEND COUNTY, TEXAS
FEBRUARY 2022



GBI PARTNERS
LAND SURVEYING CONSULTANTS
TBPELS FIRM No. 10130300
4724 Vista Road Pasadena, Texas 77505
Phone: 281-499-4539 • www.gbisurvey.com

JOB NO: 204904
SCALE: 1"=30'
DATE: 02/04/2022
MBS No.: 22-046

103



For: Fort Bend ISD Board of Trustees
Date: April 11, 2022
**Action: Review: Water Meter Easement
with Fort Bend County Municipal
Utility District No. 118 at Travis
HS**
**References: Board Policy CV (Local)
Scalable Systems**
Department: Operations

Recommendation

Consideration and possible approval of a Water Meter Easement Agreement with Fort Bend County Municipal Utility District No. 118 at Travis High School, and authorization for the FBISD Board President and/or designee to negotiate and execute this easement.

Summary

Fort Bend County Municipal Utility District No. 118 desires to obtain a water meter easement at Travis High School.

This agreement would allow Fort Bend County Municipal Utility District No.118 to install a new water meter which will provide water service to Travis HS.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

Fort Bend CAD Web Map

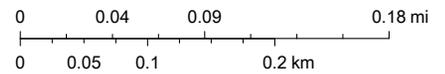


2/24/2022, 1:13:14 PM

Highways

- FM ROAD
- INTERSTATE
- US HWY
- STATE HWY
- TOLL RD
- Streets

1:4,514



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

WATER METER EASEMENT

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

THAT **FORT BEND COUNTY INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision organized under the laws of the State of Texas (“Grantor”), for and in consideration of the mutual benefits to be derived therefrom have granted, and by these presents do hereby grant unto **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 118**, a conservation and reclamation district and a political subdivision of the State of Texas, having a mailing address at 2727 Allen Parkway, Suite 1100, Houston, Texas 77019 (“Grantee”), an easement in, along, upon, over, across, under and through the property situated in Fort Bend County, Texas, as described by metes and bounds on Exhibit “A” (the “Easement Area”) which is attached hereto and by this reference is made a part hereof for all things.

The easement, rights and privileges herein granted shall be used only for the purposes of laying, operating, maintaining, repairing, replacing and reconstructing a water system meter and related facilities and for making connections therewith and thereto, together with any and all necessary incidentals and appurtenances thereto in, along, upon, under and across the Easement Area.

Subject to the foregoing and subsequent provisions hereof, Grantee, its assigns, agents, employees, workmen and representatives shall, at all present and future times, have the right and privilege of ingress and egress in, along, upon and across the Easement Area for the purposes hereof.

This easement shall be subject to and governed by the following provisions:

(1) The Easement, rights and privileges granted herein are non-exclusive, and the Grantor reserves and retains the right to convey, plat and/or dedicate similar rights and easements, as well as other types of rights and easements, to such other persons or entities as Grantor may deem proper, providing such other reservations and conveyances do not materially affect the Grantee’s use of the Easement conveyed herein. EXCEPT THAT, the site must not be encumbered by any facilities of the Grantor which would in any way interfere with the ability of the Grantee to utilize the area for its purpose, including routine access to the meter installed therein.

(2) The easement rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, and further including building and zoning ordinances, all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the easement hereby granted.

(3) The grant made hereunder is not a conveyance of the Easement Area nor of any interest in the oil, gas, and other minerals in, on, or under the land subject to easement herein granted, but is a grant solely of the easement as above described.

TO HAVE AND TO HOLD the above described easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above in anywise belonging to the said Grantee, its successors and assigns forever, subject to the limitations, conditions and restrictions set forth hereinabove.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2022.

GRANTOR:

FORT BEND COUNTY INDEPENDENT
SCHOOL DISTRICT

By: _____
Name: _____
Date Executed: _____

STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ (printed name), the _____ (title) of Fort Bend County Independent School District, an independent school district and political subdivision organized under the laws of the State of Texas, for purposes intended.

[SEAL]

Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:
SMITH, MURDAUGH, LITTLE & BONHAM, L.L.P.
2727 Allen Parkway, Suite 1100, Houston, Texas 77019

EXHIBIT "A"

WILLIAM MORTON SURVEY
ABSTRACT NO. 62

HARVEST CORNER DRIVE
(VARIABLE-WIDTH RIGHT-OF-WAY)
DOC. NO. 201700658
O.P.R.F.B.C.T.

HARVEST GREEN SEC 16
RESTRICTED RESERVE "B"
DOC. NO. 20170181
O.P.R.F.B.C.T.

HARVEST GREEN SEC 16
RESTRICTED RESERVE "C"
DOC. NO. 20170181
O.P.R.F.B.C.T.

WESTSIDE AG BARN
RESTRICTED RESERVE "A"
DOC. NO. 20160276
O.P.R.F.B.C.T.

FORT BEND INDEPENDENT
SCHOOL DISTRICT
NO. 2004079512
O.P.R.F.B.C.T.

FORT BEND INDEPENDENT
SCHOOL DISTRICT NO. 10
RESTRICTED RESERVE "A"
DOC. NO. 20040219
O.P.R.F.B.C.T.
GRAND PARKWAY 1358 LP
DOC. NO. 2014137293
O.P.R.F.B.C.T.
(REMAINDER)

POINT OF
BEGINNING
SEE PAGE 2 FOR
EASEMENT DEPICTION

JANE WILKINS SURVEY
ABSTRACT NO. 96

HARLEM ROAD
(VARIABLE-WIDTH RIGHT-OF-WAY)
VOL. 63, PG. 203
D.R.F.B.C.T.

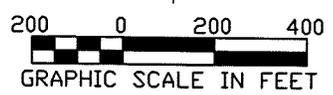
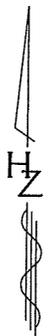
N 66°27'38" E 1100.96'

S 42°43'55" W 1758.53'

S 29°24'11" W 2571.22'

FORT BEND INDEPENDENT
SCHOOL DISTRICT NO. 10
RESTRICTED RESERVE "A"
DOC. NO. 20040219
O.P.R.F.B.C.T.

APPROXIMATE LOCATION
SURVEY LINE



PLEASE REFER TO BAR SCALE. DRAWING
MAY HAVE BEEN REDUCED OR ENLARGED.

LEGEND

- IRS ○ 5/8" IRON ROD SET WITH CAP
STAMPED "HUITT-ZOLLARS"
UNLESS NOTED OTHERWISE
- IRF ● 5/8" IRON ROD FOUND, AS NOTED
- O.P.R.F.B.C.T. OFFICIAL PUBLIC RECORDS,
FORT BEND COUNTY, TX
- D.R.F.B.C.T. DEED RECORDS, FORT BEND
COUNTY, TX

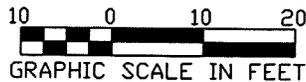
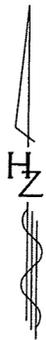
HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
5430 LBJ Freeway, Suite 1500
Dallas, Texas 75240
Phone (214) 871-3311 Fax (214) 871-0757

EXHIBIT MAP
WATER METER EASEMENT
593 SQ. FT. or 0.0136 OF AN ACRE
WILLIAM MORTON SURVEY
ABSTRACT NO. 62
FORT BEND COUNTY, TEXAS

BASIS OF BEARING:
Bearings are based on the Texas State Plane
Coordinate System, South Central Zone (4204)
North American Datum 1983 (2011).

DATE: December 14, 2021

Pg. 1 of 4



GRAPHIC SCALE IN FEET
PLEASE REFER TO BAR SCALE. DRAWING
MAY HAVE BEEN REDUCED OR ENLARGED.

FORT BEND INDEPENDENT
SCHOOL DISTRICT NO. 10
RESTRICTED RESERVE "A"
DOC. NO. 20040219
O.P.R.F.B.C.T.

FORT BEND INDEPENDENT
SCHOOL DISTRICT NO. 10
RESTRICTED RESERVE "A"
DOC. NO. 20040219
O.P.R.F.B.C.T.
GRAND PARKWAY 1358 LP
DOC. NO. 2014137293
O.P.R.F.B.C.T.
(REMAINDER)

FORT BEND INDEPENDENT
SCHOOL DISTRICT
NO. 2004079512
O.P.R.F.B.C.T.

WATER METER EASEMENT
593 Square Feet or
0.0136 of an Acre

N 00°20'49" W
10.00'

N 89°39'11" E 59.10'

S 89°39'11" W 59.50'

S 02°39'24" E
10.01'

POINT OF
BEGINNING
SEE PAGE 1 FOR PARENT
TRACT BOUNDARY DEPICTION

WILLIAM MORTON SURVEY
ABSTRACT NO. 62

5/8" IRF W/YELLOW
ILLEGIBLE CAP

5/8" IRF W/YELLOW
ILLEGIBLE CAP

N 66°27'38" E 1100.96'

S 42°43'55" W 1758.53'

S 29°24'11" W 2571.22'

JANE WILKINS SURVEY
ABSTRACT NO. 96

APPROXIMATE LOCATION
SURVEY LINE

LEGEND

- 5/8" IRON ROD SET WITH CAP
- IRS ○ STAMPED "HUITT-ZOLLARS"
UNLESS NOTED OTHERWISE
- IRF ● 5/8" IRON ROD FOUND, AS NOTED
- O.P.R.F.B.C.T. OFFICIAL PUBLIC RECORDS,
FORT BEND COUNTY, TX
- D.R.F.B.C.T. DEED RECORDS, FORT BEND
COUNTY, TX

5/8" IRF W/YELLOW
"GBI PARTNERS" CAP

HUITT-ZOLLARS

Huitt-Zollars, Inc. Dallas
5430 LBJ Freeway, Suite 1500
Dallas, Texas 75240
Phone (214) 871-3311 Fax (214) 871-0757

EXHIBIT MAP
WATER METER EASEMENT
593 SQ. FT. or 0.0136 OF AN ACRE
WILLIAM MORTON SURVEY
ABSTRACT NO. 62
FORT BEND COUNTY, TEXAS

BASIS OF BEARING:
Bearings are based on the Texas State Plane
Coordinate System, South Central Zone (4204)
North American Datum 1983 (2011).

DATE: December 14, 2021

Pg. 2 of 4

**Land Description
Water Meter Easement**

BEING a 0.0136-acre tract of land situated in the William Morton Survey, Abstract No. 62, Fort Bend County, Texas, and being a portion of a tract of land described in instrument to Fort Bend Independent School District, as recorded under Document No. 2004079512 of the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.T.), and being a portion of Fort Bend Independent School District No. 10, Restricted Reserve "A", an addition to Fort Bend County, Texas, as recorded under Document No. 20040219, O.P.R.F.B.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with yellow plastic cap stamped "Huitt-Zollars" set on the east line of said Restricted Reserve "A", said point being on the westerly right-of-way line of Harlem Road (a variable-width right-of-way), as described in instrument to Fort Bend County, Texas, and recorded under Volume 63, Page 203, of the Deed Records of Fort Bend County, Texas (D.R.F.B.C.T.), from which a 5/8-inch iron rod with yellow plastic cap stamped "GBI Partners" found at the southwest corner of said Restricted Reserve "A" bears South 29 degrees 24 minutes 11 seconds West, a distance of 2571.22 feet, also from which a 5/8-inch iron rod with an illegible yellow plastic cap found at the most southerly point of curvature on the westerly line of said Restricted Reserve "A" bears South 42 degrees 43 minutes 55 seconds West, a distance of 1758.53 feet, also from which a 5/8-inch iron rod with an illegible yellow plastic cap found at the most northerly point of curvature on the westerly line of said Restricted Reserve "A" bears South 66 degrees 27 minutes 38 seconds West, a distance of 1100.96 feet;

THENCE South 89 degrees 39 minutes 11 seconds West, over and across said Restricted Reserve "A" a distance of 59.50 feet to a set 5/8-inch iron rod with yellow plastic cap stamped "Huitt-Zollars";

THENCE North 00 degrees 20 minutes 49 seconds West, continuing over and across said Restricted Reserve "A" a distance of 10.00 feet to a set 5/8-inch iron rod with yellow plastic cap stamped "Huitt-Zollars";

THENCE North 89 degrees 39 minutes 11 seconds East, continuing over and across said Restricted Reserve "A" a distance of 59.10 feet to a 5/8-inch iron rod with yellow plastic cap stamped "Huitt-Zollars" set on the westerly right-of-way line of said Harlem Road;

THENCE South 02 degrees 39 minutes 24 seconds East, with the westerly right-of-way line of said Harlem Road a distance of 10.01 feet to the **POINT OF BEGINNING** and **CONTAINING** 593 square feet or 0.0136 of an acre of land, more or less.

Bearings are based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 1983 (2011). All distances are surface distances.

For Huitt-Zollars, Inc.



Matthew T. Godlewski
Registered Professional Land Surveyor
Texas Registration No. 6817
Huitt-Zollars, Inc.
TBPELS Firm Registration No. 10025600
5430 LBJ Freeway, Suite 1500
Dallas, Texas 75240
(214) 871-3311
mgodlewski@huitt-zollars.com
Date: December 14, 2021



For: Fort Bend ISD Board of Trustees
Date: April 11, 2022
Action: Review: Budget Amendment
Regarding Use of 2018 Bond Program
Contingency Funds
References: Board Policy CV (Local)
District Goal Scalable Systems
Department: Operations

Recommendation

Consideration and possible approval for the use of 2018 Bond Program Contingency as proposed.

Summary

PKG053 Progressive HS Parking Lot Replacement, PKG055 Austin Parkway ES Drainage Improvements and PKG035.2 Clements HS Field House were identified as projects requiring funds. The 2018 Bond Program was established with an initial program contingency of \$5,019,364 intended to address unforeseen critical issues. The cumulative program contingency as of March 28, 2022 is \$6,119,222.88.

It is important to note that the Program Contingency discussed above is a “working” program contingency account that fluctuates on a day-to-day basis as surplus budgeted funds are contributed to the account or as the Board approved the use of available funds.

Background

The Program Contingency is comprised of the initial approved contingency budget and any surplus budget from completed projects or amounts unspent due to a change of scope. The table below includes projects that will be recommended for approval at the April 25 Board Meeting and reflects the projected Program Contingency balance as of March 28, 2022.

Description	Budget (Shortage)/Surplus
Cumulative Program Contingency as of March 28, 2022	\$6,119,222.88
<i>Contributions</i>	
PKG027 Roofing Package - CLOSE OUT	\$2,000,000.00
PKG049 Middle School 16 Design - CLOSE OUT	\$3,500,000.00
PKG021 Turf and Athletics - CLOSE OUT	\$2,000,000.00
PKG009 Bhuchar Elementary School (ES53) - CLOSE OUT	\$4,000,000.00
PKG006 Lakeview ES Rebuild - CLOSE OUT	\$1,300,000.00
PKG005 Madden Elementary Classroom Addition - CLOSE OUT	\$2,000,000.00
Contribution Sub-Total	\$14,800,000.00

<i>Uses</i>	
PKG053 Progressive HS Parking Lot Replacement	(\$1,071,915.00)
PKG055 Austin Parkway ES Drainage Improvements	(\$573,000.00)
PKG035.2 Clements HS Field House	(\$14,800,000.00)
Use Sub-Total	(\$16,444,915.00)
Net Proposed Activity April 2022	(\$1,644,915.00)
Cumulative Bond Program Contingency as of April 25, 2022	\$4,474,307.88

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: April 11, 2022
Action: Review: Job Order Contracting (JOC) Services for Site Work (PKG025) at Multiple Campuses
References: Board Policy CV (Local) Scalable Systems
Department: Operations

Recommendation

Consideration and possible approval of a construction services agreement with Job Order Contractor (JOC) Jamail & Smith Construction for site work renovations under (PKG025), for a not-to-exceed construction amount of \$680,000 and authorization for the Superintendent to negotiate and execute the contract documents.

Summary

On December 17, 2018, the Board approved all project budgets for the 2018 Bond Program. At the same meeting, the Board approved a Job Order Contracting (JOC) pool of five (5) contractors to provide both bond and non-bond services to the District, which included Jamail & Smith Construction as one of the selected firms.

During the execution of site work among various campuses, it was discovered that additional scope of work was needed to ensure the integrity of the drainage system and traffic circulation for some campuses.

Policy CVF (Legal) states, “The board shall approve each job, task, or purchase order that exceeds \$50,000. Gov’t Code 2269.403.” In accordance with Policy CVF (Legal), Administration is seeking Board approval to award the following contract:

JOC Contractor	Package #	Description	Project Budget
Jamail & Smith	PKG025	Site Work	\$7,222,466

Staff is requesting approval to proceed with Jamail & Smith Construction as the selected JOC within (PKG025) to perform site work and necessary drainage improvements at the following campuses:

- Armstrong Elementary School
- Blue Ridge Elementary School
- Fort Settlement Middle School

The attached Exhibit 1 provides the detailed project budget for PKG025. Negotiated contract amounts with Jamail & Smith Construction will be funded within the original project budget under Site Work Package (PKG025) and no additional funding is requested at this time.

Upon Board approval, staff will negotiate the contract for the site work renovations at multiple campuses and will coordinate the work without impacting campus operations.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

Project Summary
Package 25 - Site Work
EXHIBIT - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
ARMSTRONG ELEMENTARY SCHOOL	\$15,122	\$1,314	\$2,000	\$83,990	\$37,760				\$0	\$140,186
BAINES MIDDLE SCHOOL	\$7,217		\$4,200	\$55,384	\$10,450				\$0	\$77,251
BARRINGTON PLACE ELEMENTARY SCHOOL	\$2,560		\$8,180	\$29,000	\$1,597				\$0	\$41,337
BLUE RIDGE ELEMENTARY SCHOOL	\$6,368		\$10,692	\$70,928	\$9,221				\$703	\$97,912
BRIARGATE ELEMENTARY SCHOOL	\$24,197	\$2,996	\$11,041	\$109,000	\$35,038			\$1,500	\$8,535	\$192,307
BURTON ELEMENTARY SCHOOL	\$2,971		\$2,000	\$33,099	\$4,303				\$3,598	\$45,971
BUSH HIGH SCHOOL	\$26,319	\$3,259	\$7,911	\$80,000	\$38,112		\$28,385	\$1,500	\$6,447	\$191,933
CLEMENTS HIGH SCHOOL	\$1,273		\$2,000	\$14,185	\$1,844				\$400	11819,702
COMMONWEALTH ELEMENTARY SCHOOL	\$9,551	\$1,183	\$7,850	\$106,392	\$13,831				\$0	\$138,807
CORNERSTONE ELEMENTARY SCHOOL	\$849			\$9,457	\$1,229				\$1,600	\$13,135
DULLES ELEMENTARY SCHOOL	\$4,245		\$8,836	\$47,285	\$6,147				\$0	\$66,513
DULLES HIGH SCHOOL	\$26,319	\$3,259	\$11,774	\$114,000	\$38,112			\$1,500	\$27,965	\$222,929
DULLES MIDDLE SCHOOL	\$2,123		\$10,994	\$15,299	\$3,074				\$0	\$31,490
FERNDELL HENRY CENTER FOR LEARNING	\$8,490	\$1,051	\$11,141	\$94,571	\$12,294				\$3,801	\$131,348
FLEMING ELEMENTARY SCHOOL	\$424			\$4,728	\$615				\$800	\$6,567
FORT SETTLEMENT MIDDLE SCHOOL	\$41,881	\$1,472	\$19,100	\$172,399	\$2,235				\$0	\$237,087
GOODMAN ELEMENTARY SCHOOL	\$4,245		\$2,000	\$20,281	\$6,147				\$5,996	\$38,669
HERITAGE ROSE ELEMENTARY SCHOOL	\$11,886	\$1,472	\$5,680	\$132,399	\$17,212		\$5,975		\$9,263	\$183,887
HIGHTOWER HIGH SCHOOL	\$36,794	\$3,259	\$5,680	\$84,000	\$24,619		\$43,825	\$1,500	\$0	\$199,677
HOLLEY ELEMENTARY SCHOOL	\$1,273		\$2,000	\$14,185	\$1,844				\$400	\$19,702
HUNTERS GLEN ELEMENTARY SCHOOL	\$1,344		\$2,000	\$15,000	\$1,844				\$329	\$20,517
JONES ELEMENTARY SCHOOL	\$3,049		\$6,126	\$15,000	\$22,402				\$0	\$46,577
LANTERN LANE ELEMENTARY SCHOOL	\$4,245		\$6,304	\$47,285	\$6,147				\$1,693	\$65,674
MARSHALL HIGH SCHOOL	\$16,980	\$2,102	\$5,832	\$80,000	\$24,141		\$25,000		\$0	\$154,055
MISSOURI CITY MIDDLE SCHOOL	\$5,685		\$2,000	\$28,000	\$1,062				\$0	\$36,747
OAKLAND ELEMENTARY SCHOOL	\$12,001		\$2,000	\$138,000	\$0				\$0	\$152,001

Project Summary
Package 25 - Site Work
 EXHIBIT - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
PARKS ELEMENTARY SCHOOL	\$2,547		\$2,000	\$28,371	\$3,688				\$2,298	\$38,904
QUAIL VALLEY ELEMENTARY SCHOOL	\$5,674		\$6,100	\$64,000	\$6,147				\$468	\$82,389
QUAIL VALLEY MIDDLE SCHOOL	\$6,241		\$3,677	\$22,000	\$141,111				\$0	\$173,029
RIDGE POINT HIGH SCHOOL	\$16,980	\$2,102	\$8,268	\$189,141	\$24,588		\$188,700		\$21,618	\$451,396
RIDGEGATE ELEMENTARY SCHOOL	\$10,613	\$1,314	\$11,671	\$118,213	\$15,368				\$6,969	\$164,148
RIDGEMONT EARLY LITERACY CENTER	\$4,904		\$13,384	\$55,000	\$5,488				\$0	\$78,776
RIDGEMONT ELEMENTARY SCHOOL	\$6,368		\$9,341	\$70,928	\$9,221				\$2,653	\$98,511
SARTARTIA MIDDLE SCHOOL	\$2,218		\$0	\$25,000	\$268,659				\$678	\$296,555
SEGUIN ELEMENTARY SCHOOL	\$4,245		\$7,350	\$47,285	\$7,770				\$367	\$67,017
SIENNA CROSSING ELEMENTARY SCHOOL	\$39,267	\$4,862	\$17,222	\$331,189	\$56,861			\$1,500	\$12,204	\$463,105
SUGAR MILL ELEMENTARY SCHOOL	\$11,462	\$1,419	\$5,233	\$27,670	\$0				\$0	\$45,784
TRANSPORTATION CENTER-LAKE OLYMPIA	\$7,118		\$6,239	\$80,000	\$8,450				\$3,471	\$105,277
TRANSPORTATION WEST-HODGES BEND	\$206,278	\$15,137	\$37,000	\$1,958,701	\$177,036			\$1,500	\$9,911	\$2,405,563
TRAVIS HIGH SCHOOL	\$16,980	\$2,102	\$7,941	\$56,000	\$60,578		\$36,430		\$0	\$180,031
TOTAL:	\$618,306	\$48,303	\$292,766	\$4,687,365	\$1,106,245		\$328,315	\$9,000	\$132,165	\$7,222,466

For: Fort Bend ISD Board of Trustees
Date: February 14, 2022
Action: Review: Austin Parkway ES Drainage Improvements (PKG 055)
References: Board Policy CV (Local)
District Goal Scalable Systems
Department: Operations

Recommendation

Consideration and possible approval of a project budget for drainage improvements needed at Austin Parkway Elementary School (PKG055) for a total amount of \$573,000; approval of a Professional Services Agreement with MWA Architects, Inc. for a Not-to-Exceed amount of \$60,000; approval for a Job-Order-Contract (JOC) with The Thomas Group for a Not-to-Exceed amount of \$502,000; utilization of Bond 2018 Contingency funds; and authorization for the Superintendent to negotiate and execute or terminate the agreement.

Summary

In the 2017 Facility Assessment, the need to improve the drainage around the playground area at Austin Parkway ES was identified. This facility was showing deterioration and ponding/flooding in the surrounding areas, thus impacting the ability for students to utilize the playground area after rain events.

Unfortunately due to budgetary constraints, the necessary drainage work was not included within the Phase I approved projects for 2018 Bond. Flooding conditions around the play areas continue to deteriorate.

Installation of a new drainage system around the playground area has been identified as Priority 1 under the future upcoming bond, but at this time and due to the continued deterioration of the area, staff recommends utilization of available funding within Bond 2018 Contingency pool to execute the work and address current drainage issues within the current 2018 Bond.

Staff requests utilization of \$573,000 from the Bond 2018 Program Contingency for this purpose. The detailed project budget for PKG055 Austin Parkway Drainage Improvements is provided on the attached Exhibit 1.

Package Number	Description	Revised Project Budget
PKG055	Austin Parkway Drainage Improvements	\$573,000

Upon Board approval, staff will negotiate the contract with MWA Architects, Inc. and work will begin once the contract is executed.

Recommended by:

Dr. Christie Whitbeck
 Superintendent of Schools

Submitted by:

Oscar Perez
 Chief Operations Officer

Package 55 - Austin Parkway ES Drainage Improvements

EXHIBIT - 1

	A	B	C	D	E	F	G	H	I	
Description	A/E Design Fees & Reimbursables	Design Contingency	Other Professional Services	Construction	Construction Contingency	FF&E	Site Development	Admin & Other Project Costs	Project Contingency	TOTAL
Austin Parkway Elementary	\$43,920	\$8,823	\$4,518	\$418,290	\$83,710	\$0	\$6,275	\$4,000	\$3,464	\$573,000
TOTAL:	\$43,920	\$8,823	\$4,518	\$418,290	\$83,710	\$0	\$6,275	\$4,000	\$3,464	\$573,000

For: Fort Bend ISD Board of Trustees
Date: April 11, 2022
Action: Review: Progressive HS Parking Lot Replacement (PKG 053)
References: Board Policy CV (Local)
District Goal Scalable Systems
Department: Operations

Recommendation

Consideration and possible approval of a project budget for concrete repairs needed at Progressive High School (PKG053) for a total amount of \$1,071,915; approval of a Professional Services Agreement with Pape Dawson for a not-to-exceed amount of \$150,000; utilization of Bond 2018 Contingency funds; and authorization for the Superintendent to negotiate and execute or terminate the agreement.

Summary

In the 2017 Facility Assessment, the need to replace the asphalt parking lot at Progressive High School was identified as this parking lot has reached its maximum useful life and repairs/patches are no longer holding. Unfortunately due to budget constraints, this scope of work was not included within the Phase I approved projects for the 2018 Bond, and parking lot conditions continue to deteriorate.

Installation of a new concrete parking lot for Progressive High School has been identified as Priority 1 under the future upcoming bond, but at this time funding is available within the Bond 2018 Contingency pool. This will allow for this work to be executed within the current 2018 Bond in order to address the current conditions. Staff requests utilization of \$1,071,915 from the Bond 2018 Program Contingency for this purpose. The detailed project budget for PKG053 Progressive HS Parking Lot Replacement is provided on the attached Exhibit 1.

Package Number	Description	Revised Project Budget
PKG053	Progressive HS Parking Lot Replacement	\$1,071,915

Upon Board approval, staff will negotiate the contract and work will begin once the contract is executed.

Recommended by:

Dr. Christie Whitbeck
 Superintendent of Schools

Submitted by:

Oscar Perez
 Chief Operations Officer

Package 53 - Progressive HS Parking Lot Replacement

EXHIBIT - 1

	A	B	C	D	E	F	G	H	I	
Description	A/E Design Fees & Reimbursables	Design Contingency	Other Professional Services	Construction	Construction Contingency	FF&E	Site Development	Admin & Other Project Costs	Project Contingency	TOTAL
Progressive High School	\$178,652	\$0	\$0	\$776,750	\$116,513	\$0	\$0	\$0	\$0	\$1,071,915
TOTAL:	\$178,652	\$0	\$0	\$776,750	\$116,513	\$0	\$0	\$0	\$0	\$1,071,915

For: Fort Bend ISD Board of Trustees
Date: April 11, 2022
Action: Consideration and Approval:
PKG035.2 Clements Field House
Revised Budget for Construction
References: Board Policy CV (Local)
Scalable Systems
Department: Operations

Recommendation

Consideration and possible approval of a revised project budget for PKG035.2 to fund the construction of a new Field House at Clements High School.

Summary

On December 17, 2018, the BOT approved all project budgets for the 2018 Bond Program.

PKG035 Structural Repairs included the Field House as a deficient item needing structural repairs due to evidence of movement in the slab-on-grade throughout the facility.

On July 19, 2021 the BOT approved the re-allocation of funds assigned to foundation repairs to perform the architectural design required to replace the field house in its entirety under PKG 035.2 as the structural engineering analysis performed recommended full replacement of the field house instead of foundation repairs.

The newly designed Field House follows the latest 2018 Educational Specifications with new equity standards for boys and girls and aligns with the high-level master plan option for the entire Clements High School re-build in the future. This approach will ensure that the new Field House will not be impacted if in the future, Clements High School would need to be demolished and re-built due to its age.

Staff has been monitoring project budgets and close-out trends with contributions into the program contingency. At this time, after the design of the new field house has been completed, staff recommends funding and proceeding with the construction of the newly proposed Field House so that the existing one can be demolished once construction is completed.

The new construction would require additional funding as only design has currently been funded. Staff requests utilization of \$14,800,000 from the 2018 Bond Program Contingency to execute the construction of the new Clements High School Field House.

The revised detailed project budget for PKG 035.2 CHS Field House is provided on attached Exhibit 1.

Package Number	Description	Revised Project Budget
PKG035.2	Clements Field House	\$15,653,649

Upon Board approval, staff will proceed with the necessary construction bids to select a best value contractor to execute the new construction and will bring forward to the board for contractor selection once bids are completed.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

Project Summary
Package 35.2 - Clements HS Field House
 EXHIBIT - 1

	A	B	C	D	E	F	G	H	I	
Description	A/E Design Fees & Reimbursables	Design Contingency	Other Professional Services	Construction	Construction Contingency	FF&E	Site Development	Admin & Other Project Costs	Project Contingency	TOTAL
CLEMENTS HIGH SCHOOL	\$653,695	\$57,913	\$267,847	\$12,888,384	\$622,567	\$810,657	\$108,088	\$7,000	\$237,498	\$15,653,649
TOTAL:	\$653,695	\$57,913	\$267,847	\$12,888,384	\$622,567	\$810,657	\$108,088	\$7,000	\$237,498	\$15,653,649

BOT Meeting:	April 11, 2022
Solicitation No.:	22-059CT Choice Partners Purchasing Cooperative
References:	District Goal Scalable Systems
Description:	<p>Physical Examinations and Drug and Alcohol Testing Services</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of physical examinations, drug and alcohol testing services and related services under a cooperative contract with Choice Partners Cooperative in an amount not-to-exceed \$135,000, and authorization for the Superintendent to negotiate and execute the agreement through May 2023.</p> <p><u>Summary</u></p> <p>The District is required to comply with the Texas Department of Transportation (TxDOT) regulations regarding annual physical examinations, drug and alcohol random testing, pre-employment testing and post-accident testing. Pinnacle Medical Management is compliant with statutes and guidelines required by the Texas Department of Transportation (TxDOT) thereby reducing risk and liability to the District. The company provides a wide variety of drug screening services, diagnostic tests, and physical exams.</p> <p>The Choice Partners Purchasing Cooperative contract will allow the District to fulfil the testing requirements and complies with school district bidding requirements. The current cooperative contract has no renewal options. Staff will return to the Board to request authorization to utilize a new contract, an alternate cooperative contract, or an alternate procurement method when the contract expires.</p> <p><u>Background</u></p> <p>Expenditures for 2020-2021 were \$36,174, and year-to-date are \$101,842. Expenditures will not exceed \$135,000 through 2023 and funding is included in the budget.</p>
Requested By:	Oscar Perez, Chief Operations Officer Bryan Guinn, Chief Financial Officer
Vendor:	Pinnacle Medical Management***
Budget Sources:	General Fund
Amount:	Not to Exceed - \$135,000 through May 20, 2023
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by FBISD Notification System:	n/a
Number of vendors downloaded the solicitation:	n/a
Number of responses received:	n/a
Number of "no bid" responses received:	n/a

Length of commitment:	Through May 20, 2023
Last solicitation date:	n/a
Supporting documents:	n/a
Disclosure under Board Policy CH, CV, or DBD (Local):	None

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

BOT Meeting:	April 11, 2022
Solicitation No.:	RFP 22-045AB
References:	District Goal Scalable Systems
Description:	<p>Large Kitchen Equipment</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of large kitchen equipment from multiple vendors in an amount not to exceed \$2,000,000, and authorization for the Superintendent to negotiate and execute the agreements through June 2026.</p> <p><u>Summary</u></p> <p>On January 9, 2022, Fort Bend ISD issued RFP 22-045AB soliciting proposals for large kitchen equipment to supply all campus and administrative kitchens. This bid contains large equipment used to prepare and serve meals to the students and customers of Fort Bend ISD. This solicitation will be utilized to replace any equipment beyond repair or that has exceeded its useful life.</p> <p>Additionally, we will utilize cooperative contracts with Choice Partners to include vendors for equipment not awarded through the RFP process. This cooperative contract is valid through July 31, 2023. Should the vendors not be awarded with Choice Partners following the expiration, Administration will return to the Board prior to and request to utilize a new cooperative agreement, an alternative cooperative agreement, or another procurement method.</p> <p>An evaluation team comprised of Fort Bend ISD staff members from the Child Nutrition Department evaluated the proposals.</p> <p><u>Background</u></p> <p>Expenditures for FY 2020-21 were \$59,685. However, expenditures were purposely reduced due to lower revenues in the Child Nutrition fund. Expenditures in 2021-22 will total \$411,651. Expected expenditures will not exceed \$2,000,000 through June 2026 and funding is included in the budget.</p>
Requested By:	Bryan Guinn, Chief Financial Officer Matthew Antignolo, Director of Child Nutrition

Vendors:	Douglas Food Service Kommercial Kitchens Pasco Brokerage*** <u>Choice Partners Vendors</u> 1st Choice Restaurant Equipment & Supply, LLC*** Ace Mart Restaurant Supply Company*** Budget Restaurant Supply*** Commercial Kitchen Parts & Service*** Coolers Inc.*** Hobart Service*** Innoseal Systems Jean's Restaurant Supply Parts Town, LLC (fka Heritage Food Service)*** Refrigeration Technologies, LLC School Food Service Innovations Shepherd Food Equipment Strategic Equipment, LLC*** The Edu-Source Corporation
Budget Sources:	Child Nutrition Fund
Amount:	Not to Exceed - \$2,000,000 through June 2026
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by FBISD:	721
Number of vendors downloaded the solicitation:	56
Number of responses received:	3
Number of "no bid" responses received:	3
Length of commitment:	June 2026
Last solicitation date:	November 30, 2017
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

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

RFP 22-045AB
Large Kitchen Equipment

	Evaluation Criteria	Point System
1	Purchase Price Offer a fair reasonable price for items to be procured by Fort Bend ISD.	25 points
2	Reputation of the Vendor and of the Vendor's Goods or Services Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of good or services. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)	10 points
3	Quality of the Vendor's Goods or Services <ul style="list-style-type: none"> • Demonstrates competence: experience, etc. • Configuration and installation, integration, testing, implementation, • Vendor's products should be new and be of the highest quality 	20 points
4	Extent to Which the Goods or Services Meet the District's Needs <ul style="list-style-type: none"> • Vendor's ability to meet specifications provided in the proposal • Offer locations with hours of operation of Monday – Friday with exception of posted holidays. 	20 points
5	Vendor's Past Relationship with the District <ul style="list-style-type: none"> • Vendor should list any awarded past projects or contracts that the vendor has with the District, Districts of similar size, Government agencies or higher education. Please provide the project name, project number and entity contact person. 	10 points
6	Long-Term Cost to the District to Acquire the Vendor's Goods or Services Warranty, setup fee; maintenance or other fees	5 points
7	Vendor's Principal Place of Business is in the State of Texas, or Employs 500 People in this State.	N/A
8	Insurance Requirements: <ul style="list-style-type: none"> • Certificate of Insurance as requested in the solicitation. • Certificate of Insurance with the limits outlined, without FBISD listed as the certificate holder • Letter from the vendor's insurance carrier on the insurance carrier's letterhead to Fort Bend ISD 	Pass/Fail
9	Extent to which the vendor agrees to our Standard Form of Agreement By Signing the Agreement, you assent to the Terms and Conditions of Fort Bend ISD.	10 points
10	The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	N/A
	TOTAL	100 points

Evaluation Summary
RFP 22-045AB - Large Kitchen Equipment

Vendor	Purchase Price (25 pts. max)	Reputation of the Vendor and of the Vendors Goods or Services (10 pts. max)	Quality of the Vendor's Goods or Services (20 pts. max)	Extent to Which the Goods or Services Meet the District's Needs (20 pts. max)	Vendors Past Relationship with the District or Similar Sized District (10 pts. max)	Long-Term Cost to the District to Acquire the Vendors Goods or Services (5 pts max)	Insurance Requirements (Pass/Fail)	Agreement to Fort Bend ISD Terms and Conditions (10 pts max)	Total Score (100 pts. max)	Proposer's Ranking
Kommercial Kitchens	25.00	7.95	18.40	18.20	9.00	5.00	Pass	10.00	93.55	1
Pasco Brokerage, Inc.	22.68	3.80	18.40	18.20	9.00	4.54	Pass	10.00	86.62	2
Douglas Food Stores Inc.	21.85	2.00	16.60	17.60	6.20	4.37	Pass	5.00	73.62	3

BOT Meeting:	April 11, 2022
Solicitation No.:	RFQ 22-042AL
References:	District Goal Scalable Systems
Description:	<p>Nursing Services</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the purchase of Nursing Services from multiple vendors in an amount not to exceed \$4,000,000 and authorization for the Superintendent to negotiate and execute the agreements through April 2027.</p> <p><u>Summary</u></p> <p>On December 16, 2021, Fort Bend ISD issued RFQ 22-042AL soliciting Nursing Services to provide Nursing and Healthcare Services to the District. Services will include but are not limited to Registered Nurses (RNs), Itinerant Registered Nurses (RNs), Licensed Vocational Nurses (LVNs), and Skilled Nurses for Individuals with Disabilities Education Act (IDEA). This will allow the district to deploy qualified and trained healthcare providers and nurses to campuses and District locations.</p> <p>There is currently a nationwide shortage of nurses that impacts the ability of the District to find qualified candidates. In the absence of a school nurse, the itinerant nurse will fulfill the responsibilities of the school nurse by functioning as a health care provider and manager in the school setting. The itinerant nurse will also support campus clinics with the completion of student health screenings and health record entry. Qualified and trained healthcare providers will also support the district and campuses with other health related services as needed. When these positions are utilized, the cost will be offset by the salary savings from the vacant nurse position.</p> <p>Nursing and healthcare services are provided for students to strengthen the educational process by providing health services that will assist each student to maintain an optimal level of wellness, facilitating achievement and learning. Nursing services and healthcare services are provided for students as identified in the Individualized Education Program (IEP) and 504 Plan.</p> <p><u>Background</u></p> <p>Expenditures for 2020-21 were \$896,352, and the year-to-date expenditure in 2021-22 is \$746,850. Expenditures will not exceed \$4,000,000 through 2027 and funding is included in the budget.</p>
Requested By:	Glenda Johnson, Chief Human Resources Officer Beth Martinez, Deputy Superintendent Bryan Guinn, Chief Financial Officer
Vendors:	Pediatric Urgent Care, PA and Goodside Health

	Maxim Healthcare Staffing Services, Inc*** EDU Healthcare, LLC*** Supplemental Health Care*** RCM Health Care Services JWS Health Consultants, Inc. dba UltraStaff*** Ideal Personnel Services LLC
Budget Sources:	General Fund Federal Funds
Amount:	Not to Exceed - \$4,000,000 through April 2027
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by FBISD:	2265
Number of vendors downloaded the solicitation:	76
Number of responses received:	16
Number of "no bid" responses received:	1
Length of commitment:	Through April 30, 2027
Last solicitation date:	N/A
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

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

**RFQ 22-042AL
Nursing Services**

	Evaluation Criteria	Point System
1	Company’s approach, supporting documentation, evidence of competence to undertake such effort.	20
2	Company’s experience in providing Nursing Services for a Texas public school district. Explanation of methodology, unique challenges and any other relevant information.	30
3	Qualifications, certifications, experience of personnel/team proposed for this task.	25
4	Past experience with Fort Bend ISD and/or other districts.	15
5	References from prior clients for which your company has provided comparable services. Three (3) should be related to K-12 districts. The list of References should come from past project examples listed within this RFQ and should include at least five (5) individuals outside of Fort Bend ISD. References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.	10
TOTAL		100 Points

**Evaluation Summary
RFQ 22-042AL Nursing Services**

Vendor	Firm's Approach Supporting Documentation, and Evidence of Competence to Undertake Such Effort (20 pts max)	Methodology Firm's Experience in Providing Nursing Services for a Texas Public School District. Explanation of Methodology, Unique Challenges and Other Relevant Information. (30 pts max)	Qualifications, Certifications, Experience of Personnel/Team Proposed for this Task (25 pts max)	Past Experience with Fort Bend ISD and/or Other Districts (15 pts max)	Reference From Prior Clients for Which Firm has Provided Comparable Services (10 pts max)	Total Score (100 pts. Max)	Proposer's Ranking
Pediatric Urgent Care, PA dba Goodside Health	18.17	22.83	21.17	12.50	9.60	84.27	1
Maxim Healthcare Staffing Services, Inc.	17.33	24.83	22.83	13.00	3.30	81.30	2
EDU Healthcare, LLC	17.83	23.67	22.00	13.67	4.00	81.17	3
SUPPLEMENTAL HEALTH CARE	17.17	23.50	21.17	13.17	5.60	80.60	4
RCM Health Care Services	18.50	22.00	22.33	13.50	3.00	79.33	5
JWS Health Consultants, Inc. dba UltraStaff	17.50	22.67	21.50	14.67	2.00	78.33	6
Ideal Personnel Services LLC	14.67	20.00	19.00	11.83	8.40	73.90	7

Evaluation Summary
RFQ 22-042AL Nursing Services

Vendor	Firm's Approach Supporting Documentation, and Evidence of Competence to Undertake Such Effort (20 pts max)	Methodology Firm's Experience in Providing Nursing Services for a Texas Public School District. Explanation of Methodology, Unique Challenges and Other Relevant Information. (30 pts max)	Qualifications, Certifications, Experience of Personnel/Team Proposed for this Task (25 pts max)	Past Experience with Fort Bend ISD and/or Other Districts (15 pts max)	Reference From Prior Clients for Which Firm has Provided Comparable Services (10 pts max)	Total Score (100 pts. Max)	Proposer's Ranking
Maceo Carter Investments LLC dba Sterling Staffing Solutions	11.83	17.83	14.00	10.33	6.00	60.00	8
3Chords Inc dba TherapyTravelers and TherapyTravelers LLC	11.00	16.00	16.33	8.00	5.50	56.83	9
National Recruiting Consultants	14.67	13.00	12.67	7.83	2.00	50.17	10
The Stepping Stones Group	10.17	14.33	13.67	6.33	5.00	49.50	11
HUCKEYE HEALTH STAFFING	11.33	13.17	10.00	5.00	9.10	48.60	12
Greenstaff Medical	11.67	15.17	10.67	4.83	2.00	44.33	13
Ro Health, LLC	7.50	10.50	12.17	7.83	5.30	43.30	14

Evaluation Summary
RFQ 22-042AL Nursing Services

Vendor	Firm's Approach Supporting Documentation, and Evidence of Competence to Undertake Such Effort (20 pts max)	Methodology Firm's Experience in Providing Nursing Services for a Texas Public School District. Explanation of Methodology, Unique Challenges and Other Relevant Information. (30 pts max)	Qualifications, Certifications, Experience of Personnel/Team Proposed for this Task (25 pts max)	Past Experience with Fort Bend ISD and/or Other Districts (15 pts max)	Reference From Prior Clients for Which Firm has Provided Comparable Services (10 pts max)	Total Score (100 pts. Max)	Proposer's Ranking
Access Therapies Inc.	7.83	10.50	9.83	8.67	4.00	40.83	15
All American Healthcare Services	9.83	12.83	8.33	7.00	2.10	40.10	16

BOT Meeting:	April 11, 2022
Solicitation No.:	22-064AC Texas Department of Information Resources (DIR)
References:	District Goal Scalable Systems
Description:	<p>Application Security Software</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of Application Security Software from Carahsoft Technology Corporation under a cooperative contract with the Texas Department of Information Resources (DIR) in an amount not-to-exceed \$161,684, and authorization for the Superintendent to negotiate and execute the agreement through February 2025.</p> <p><u>Summary</u></p> <p>For the past three years the Information Technology Division has utilized Appian Security Software exclusively in PeopleSoft Human Capital Management (HCM) to keep employee logins secure, detect fraud and prevent risk before it occurs.</p> <p>Beginning in the year 2019-20, Appian provided Enterprise Resource Planning (ERP) data security and compliance for the District's PeopleSoft HCM (My Self-Serve). The application focuses on protecting Fort Bend ISD data and financial transactions. Currently, Appian is used for Single Sign-on (SSO), Multi-Factor Authentication (MFA) utilizing text, email, or phone call with a code that employees must enter to verify their identity before access will be granted, and Secure Assertion Markup Language (SAML) to keep employee logins encrypted and secure. Appian Security provides direct visibility into PeopleSoft HCM data access and usage for audit purposes without impacting application performance.</p> <p>The Texas Department of Information Resources (DIR) Cooperative purchasing contract will allow Fort Bend ISD to purchase the application security software and complies with school district bidding requirements. Renewal options are available through February 2025. 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 at that time.</p> <p><u>Background</u></p> <p>Expenditures in 2020-21 were \$49,999. Expenditures will not exceed \$161,684 through 2025 and funding is included in the budget.</p>
Requested By:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
Vendor:	Carahsoft Technology Corporation

Budget Sources:	General Fund
Amount:	Not to Exceed \$161,684 through February 2025
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	N/A
Number of vendors contacted by FBISD Notification System:	N/A
Number of vendors downloaded the solicitation:	N/A
Number of responses received:	N/A
Number of "no bid" responses received:	N/A
Length of commitment:	Through February 2025
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

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

For: Fort Bend ISD Board of Trustees
Date: April 11, 2022
Action: Naming of Elementary School Number 54 at Heritage Park in Sienna
References: Board Policy CW (Local)
District Goal 3
Department: Deputy Superintendent

Recommendation

Consideration and possible approval of the naming of Elementary School number 54 at Heritage Park in Sienna.

Summary

As per Board Policy CW (Local), a committee was established for the purpose of selecting a name for elementary school number 54 at Heritage Park in Sienna, opening in Fall 2023 in the Sienna community. The FBISD community was invited to submit names via electronic submission from February 8, 2022 through February 21, 2022. Nominations were to include a brief summary of biographical or historical data outlining justification for the candidate's consideration. The Naming Committee met on March 9, 2022 and reviewed over 200 name submissions.

Mr. Steve Bassett, Deputy Superintendent, served as the chair. Payal Pandit Talati, Executive Director of Collaborative Communities, served as the facilitator. Dave Rosenthal and Kristen Malone served as the Board of Trustees representatives. The remainder of the committee consisted of parents, teachers, students, and community representatives including three namesakes of District campuses.

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

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

In addition, the naming committee was encouraged to strongly consider a name that unified the community and District overall.

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

Name: Alyssa Ferguson

Brief Biography:

Alyssa Ferguson was an incredible student who lived in the Sienna community. Her family had recently moved to the area and enrolled Alyssa at Baines Middle School when she started experiencing a series of headaches. After a visit to the doctor and receiving a CT scan, Alyssa was diagnosed with medulloblastoma, a brain cancer. Even in the midst of tremendous stress and her own sickness, Alyssa acted with amazing generosity and a spirit of giving back. When she received a wish from the Make-a-Wish Foundation, she said, "The only reason I got this wish is because I got sick. I should use it to help someone. I didn't earn it." She decided her wish was to dig a well in Africa for a village that did not have access to clean water.

Alyssa passed away in January of 2017 while a freshman at Ridge Point High School. Her life provides an example of how students can utilize the Profile of a Graduate attributes in serving as compassionate citizens and servant leaders. She continues to have a large impact on the Sienna community and beyond.

**Information from this biography was taken from submissions from the community and an excerpt provided by Alyssa's dad, Scott Ferguson: <https://www.alexlemonade.org/hero/alyssa-ferguson>*

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Steve Bassett
Deputy Superintendent

Payal Pandit Talati
Executive Director, Collaborative Communities