

Notice of Special Called Meeting
The Board of Trustees
Fort Bend Independent School District

Monday, May 1, 2023

This is Notice that the Fort Bend Independent School District Board of Trustees will hold a Special Called Meeting on Monday, May 1, 2023, beginning at 6:00 PM in the Board Room of the Fort Bend ISD Administration Building, 16431 Lexington Blvd., Sugar Land, TX 77479.

The agenda packet for the meeting is available at <https://meetings.boardbook.org/Public/Organization/649>.

Members of the public may view the live stream of the meeting at the following address:

<https://www.fortbendisd.com/Page/124962>

1. Call to order
2. Recognitions 4
3. Superintendent Update
4. Public Comment
5. Information 5
 - A. 2023 Bond Election Update
6. Review
 - A. Review proposed adoption, revision, and deletion of local policies EHBC (Local) and EIE (Local). 6
 - B. Review an Interlocal Agreement with Purchasing Solutions Alliance (PSA), and authorization for the Superintendent to negotiate and execute the agreement. 15
 - C. Review lease agreement with The Walden School and authorization for the Superintendent to negotiate and execute the lease agreement. 19
7. Review the proposed expenses that exceed \$50,000: Specifically for:
 - A. Review the purchase of print shop equipment, maintenance and supplies from multiple cooperative contracts in amount not-to-exceed \$964,877 and authorization for the Superintendent to negotiate and execute the agreement through May 2027. 29
 - B. Review the purchase of Instructional Resources (Supplemental) and authorization for the Superintendent to negotiate and execute the agreements through June 2027. 31
 - C. Review the purchase of feedback and customer service solutions for schools from K12 Insight Technology and Communications Services (K12 Insight) under a cooperative contract with OMNIA Partners in an amount not-to-exceed \$192,800, and authorization for the Superintendent to negotiate and execute the agreements through 52

June 30, 2024.

- D. Review the continued purchase of website hosting, an accessibility tool, and mass notification system from Finalsity, formerly Blackboard Inc., in an amount not to exceed \$1,080,888, and authorization for the Superintendent to negotiate and execute the agreement through June 2028. 55
- E. Review to increase the existing contract awarded under 22-002AR Gates and Door Products, Service and Installation by \$140,000 for a total expenditure amount of \$376,000. This increase will allow the District to continue purchasing gates and door products, service, and installation for the duration of the contract period, which ends December 31, 2024. 57
- F. Review a construction services agreement with Job Order Contractor (JOC) JR Thomas Group to perform necessary repairs and controls upgrades at First Colony Middle School (PKG059), for a not-to-exceed construction cost of \$950,000, and authorization for the Superintendent to negotiate and execute the contract documents. 60
- G. Review the purchase of Athletic Media Services through the Central Texas Purchasing Alliance contract from Vype Media in an amount not-to-exceed \$234,850 and authorization for the Superintendent to negotiate and execute the agreement through April 2026. 63
- H. Review the purchase of Fine Arts consultant and clinician services and authorization for the Superintendent to negotiate and execute the agreements through January 2028. 66
- I. Review construction services agreement with Job Order Contractor (JOC) E Contractors to perform the necessary underground storm and sanitary leak repairs under (PKG005) for a not-to-exceed amount of \$650,000, and authorization for the Superintendent to negotiate and execute or terminate the agreements. 73
- J. Review the purchase of Medical Plan and Flexible Spending Account (FSA) Administration services from UnitedHealthcare (UHC) and authorization for the Superintendent to negotiate and execute the agreements through December 2028. This expenditure amount is dependent on employee participation. 76
8. 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
9. Reconvene in Open Session
10. Consider Action on Closed Session Items

A. Deliberate hearing officer's recommendation regarding the Level Three employee grievance of Norma Garcia, pursuant to District Policy DGBA (Local).

B. Deliberate approval of Behavior Network as a non-public day and residential facility for identified students who receive special education services.

11. Action

A. Consideration and approval of the 2023-24 Annual Professional Learning Plan. 81

B. Consideration and approval a one-time suspension of the EIC (Local) policy provisions that address calculation of class rank for the class of 2024 for the limited purpose of allowing the June 2023 class rankings to be calculated and made available to all members of the class of 2024. 93

12. Adjournment

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

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

Goal 1: Fort Bend ISD will provide rigorous and relevant curriculum and deliver instruction that is responsive to the needs of all students.

Goal 2: Fort Bend ISD will provide a positive culture and climate that provides a safe and supportive environment for learning and working.

Goal 3: Fort Bend ISD will recruit, develop, and retain high quality teachers and staff.

Goal 4: Fort Bend ISD will engage students, parents, staff, and the community through ongoing communication, opportunities for collaboration and innovation, and partnerships that support the learning community.

Goal 5: Fort Bend ISD will utilize financial, material, and human capital resources to maximize district outcomes and student achievement.

For: Fort Bend ISD Board of Trustees
Date: May 1, 2023
Action: Recognitions
Department: Communications

Recommendation

The Administration recommends that the Board recognize:

- Fort Bend ISD students who are the first graduating class of the PTECH and Early College programs

Summary

Ninety-six students from the first cohort of the P-Tech and Early College programs at Hightower High School, Marshall High School, and Willowridge High School will be graduating with a FBISD high school diploma and a Houston Community College associate degree and/or certification.

Recommended by:

Christie Whitbeck, Ph.D.
Superintendent of Schools

Submitted by:

Steve Bassett
Deputy Superintendent

For: Fort Bend ISD Board of Trustees
Date: May 1, 2023
Action: Information: 2023 Bond Election Update
Department: Department of School Leadership

Summary

The Administration will provide a 2023 Bond Election Update.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Steve Bassett
Deputy Superintendent

For: Fort Bend ISD Board of Trustees
Date: May 1, 2023
Action: Review: Adoption and Revision of
Policies EHBC (Local) and
EIE(Local)
References: Board Policy BF (Local)
Department: Legal Services

Recommendation

Consideration and possible approval of proposed adoption and revision of local policies EHBC (Local) and EIE (Local).

Summary

The Board Policy Committee and Administration recommend the following adoption and revision of local policy:

- EHBC (Local) Special Programs: Compensatory/Accelerated Services
 - Proposed revisions are prompted by HB 4545 and include references to accelerated instruction and accelerated learning committees (as revised by HB 4545) and directs parents to FNG, the district's existing grievance policy, for complaints about educational plans.
 - Revisions also explain parental requests for a student to be assigned to a particular teacher following a student's unsatisfactory performance on a grade 3, 5, or 8 math or reading assessment shall be handled in accordance with the district's administrative procedures.
- EIE(Local) Academic Achievement: Retention and Promotion
 - Proposed revisions include removal of outdated provisions on grade advancement testing as a result of HB 4545, including provisions on assignment of retained students. The statement about eliminating the practice of retaining students is recommended for deletion, as it is only needed if a district operates an optional extended year program (OEYP) under Education Code 29.082. Finally, accelerated instruction is now addressed at EHBC.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Coby Wilbanks
Interim General Counsel

Philosophy

The Board believes every student shall be inspired and equipped to reach his or her full potential in a nurturing and innovative learning environment that meets his or her unique needs and provides additional support and services to identified students.

Compensatory/
Accelerated Services

Each student ~~Students at all grade levels~~ who ~~has~~have been identified as being at risk of dropping out of school, who ~~is~~are not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment, ~~or who are at risk of retention~~ shall be provided accelerated and/or compensatory educational services.

Accelerated
Instruction

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily ~~based~~ on a state-mandated ~~needs~~ assessment.

Accelerated instruction shall be in addition to daily classroom instruction and should be designed to assist the student in achieving satisfactory performance in the applicable grade level and subject area.

Accelerated
Learning Committee

When a student fails to perform satisfactorily on a math or reading state-mandated assessment in grades 3, 5, or 8, an accelerated learning committee ~~The principal shall ensure that each identified student is receiving services and~~ shall develop a written educational plan in accordance with law. If a parent requests that ~~evaluate~~ the student be assigned to a particular teacher the following school year, the request shall be addressed in accordance with the District's administrative procedures ~~services for effectiveness.~~

A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG. ~~The Department of School Leadership shall work with campus principals to ensure the services provided to each student are consistent with the goals and strategies established in the District and campus improvement plans and are reviewed for effectiveness throughout the grading period.~~

~~Parents shall be~~ Parents shall be encouraged to participate in the planning of educational services for their child and shall be kept informed regarding the child's progress toward educational goals.

~~Parents of students who are not successful in meeting requirements for promotion shall be informed of any available options, such as an extended year program or summer school.~~

~~[See EIE]~~

Philosophy

The Board believes that all students can reach their full potential. To this end, the District shall provide an equitable learning environment that provides all students with access to the curriculum. The District shall enable students to own and be responsible for their learning by implementing systems that equip students to know where they are, where they are going, and to measure their growth and progress towards mastery.

Curriculum Mastery

Promotion and course credit shall be based on mastery of the standards in the written curriculum. ~~Texas Essential Knowledge and Skills (TEKS) articulated in the written curriculum.~~ The Superintendent shall establish expectations and standards for promotion for each grade level, content area, and course as articulated in administrative procedures. These standards shall be designed to reduce retention, and coordinated with compensatory, intensive, and/or accelerated ~~services~~instruction. [sSee EHBC]

The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English learners [see EHBE and EKBA] to demonstrate proficiency.

Students Receiving Special Education Services

Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [sSee EHBA series and EKB]

Students Identified as English Learners

Identified English learners who participate in the bilingual and/or ESL program may be promoted if there is sufficient evidence demonstrating student progress towards mastery of the TEKS and/or student progress towards the acquisition of academic English language proficiency. English learners must receive instruction commensurate to their level of English proficiency. Bilingual program students may demonstrate student progress towards mastery of the TEKS in either target language of the bilingual program. The language proficiency assessment committee (LPAC) shall collaborate with relevant stakeholders to review the evidence and determine student progress.

Definitions

The following definitions shall apply for purposes of this policy.

Standards for Promotion

Standards for promotion are specific criteria that are used to determine if a student meets expectations for promotion to the next grade level. These criteria are defined in administrative procedures and can be accessed in the Student/Parent Handbook.

Mastery

	<p>Mastery is defined as demonstrated proficiency of course content as defined by the TEKS standards in the written curriculum for each course/grade level.</p> <p>A course average of 70 or above defines proficiency for promotion and course credit.</p>
<p>Met Standard Pilot Pass Developing</p>	<p>In standards-based grading, Met Standard/Pass Grading Pilot Pass (GPP) indicates student readiness for promotion.</p> <p>In standards-based grading, a mark of Developing indicates the student is in need of intervention on identified skills.</p>
<p>Parent</p>	<p>For purposes of this policy and decisions related to promotion-grade advancement requirements, a student's parent shall be defined to include the student's parent/s or guardian/s; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [sSee EIE-(LEGAL)]</p>
<p>Elementary: General Guidelines</p>	<p>At the end of each school year, principals shall collaborate with teachers, support staff, and identified committees to review and confirm individual student placement decisions for the next school year.</p>
	<p>Placement options include promotion, placement, or retention. The student support team (SST) shall analyze multiple sources of data including report cards, standardized assessments, permanent student records, attendance and other pertinent student information to make final placement decisions for students who do not meet the standards for promotion as defined below.</p>
<p>Accelerated Instruction</p>	<p>Accelerated instruction is designed to provide intervention for a student in kindergarten or grade 1 who has been assessed in reading and shown to have concepts noted as Developing with the standards-based system and for a student in grade 2 who has been assessed in reading and mathematics and is performing below grade level. A comprehensive program should provide instruction in all critical areas of reading. Accelerated instruction related to state testing is defined in EHBC-(LOCAL).</p>

	<p>If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grade 5 shall be subject to all provisions of Grade Advancement Testing as defined below.</p>
Standards for Promotion <u>(Elementary)</u>	<p>In addition to all standards required by the law, the following standards shall be considered for promotion at each grade level. [see FEC (LEGAL)]</p>
Pre-Kindergarten and Kindergarten	<p>Students in pre-kindergarten or kindergarten shall not be retained. All pre-kindergarten and kindergarten students shall be promoted to the next grade level. A parent may appeal the promotion decision through the appeals process as articulated in administrative procedures. Students in pre-kindergarten shall not be retained.</p>
<u>Kindergarten and Grade 1</u>	<p>To be promoted at the end of kindergarten and grade 1, a student must earn Progressing and/or Proficient on the majority of the grading competencies an end-of-year grade of Met Standard in reading, writing, and mathematics for the last term in which the competency was evaluated.</p>
Grades 2–5	<p>To be promoted at the end of grades 2–5, a student must earn an end-of-year average of at least 70 in the following courses: language arts (reading and writing average), mathematics, and science or social studies.</p>
Placement	<p>For courses where students are engaged in standards-based grading, an end of year grade of Met Standard/Grading Pilot Pass (GPP) (pass) is required for promotion.</p> <p>A student who does not meet all promotion requirements may be placed in the next grade level if performance data indicates that the student could be successful with continued intervention, instructional accommodations, and/or support services.</p>
Retention	<p>Individual intervention plans shall be written, implemented, and monitored for each placed student according to the District's standard operating administrative procedures. [sSee EHBC]</p> <p>A student who does not meet all promotion requirements may be retained in the current grade level if performance data indicate that the student would not be academically successful at the next grade level, even with continued intervention, instructional accommodations, and/or support services.</p> <p>Individual intervention plans shall be written, implemented, and monitored for each student retained according to the District's standard operating administrative procedures. [sSee also-FB]</p>

Middle School: General Guidelines

At the end of each school year, principals shall collaborate with teachers, support staff, and identified committees to review and confirm individual student placement decisions for the next school year.

Placement options include promotion, ~~placement~~, or retention.

The student support team (SST) shall analyze multiple sources of data including report cards, standardized assessments, permanent student records, attendance, and other pertinent student information to make final placement decisions for students who do not meet the standards for promotion as defined below.

~~Accelerated
Instruction~~

~~If a student fails to demonstrate proficiency on a state-mandated assessment in, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grade 8 shall be subject to all provisions of Grade Advancement Testing below.~~

Standards for
Promotion Grades
6–8

To be promoted from one grade level to the next, a student in grades 6–8 must meet the following academic requirements:

1. The student must attain a yearly course average of 70 or above in the following subjects: language arts/reading, mathematics, social studies, and science; and
2. The student must attain an overall average of 70 or above as determined by averaging the final grades for all courses. To be promoted, students in standards-based grading courses, students must earn an end-of-year grade of GPP (pass).

Failure to Meet
Established
Standards in
Grades 6–8

Students unable to earn a score of 70 or above in a course of study during the regular school year may repeat the course in summer school. Students who earn a grade of 70 or above in summer school may be promoted to the next grade level.

**High School:
General Guidelines**

A student shall be promoted from one grade level to the next based solely on academic achievement. The number of course credits a student has earned shall be used to determine grade level classification.

~~Accelerated
Instruction~~

~~If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law.~~

~~Standards for
Promotion~~ Grades
9–12

A student must earn a final course grade of 70 or above in the course(s) taken to receive course credit. Grade-level advancement for students in grades 9–12 shall be earned by course credits.

*Grade-Level
Classification*

Grade-level classification for students in grades 9–12 shall be determined by the number of earned course credits in identified courses as outlined in administrative procedures. The grade level classification criteria for earned credit hours are:

<u>Grade Level</u>	<u>Required Credits</u>
<u>Grade 9</u>	<u>Promotion from middle school</u>
<u>Grade 10</u>	<u>Student has earned 6 credits</u>
<u>Grade 11</u>	<u>Student has earned 12 credits</u>
<u>Grade 12</u>	<u>Student has earned 18 credits</u>

- ~~Grade 9 — promotion from Middle School~~
- ~~Grade 10 — student earned a minimum of 6 credits~~
- ~~Grade 11 — student earned a minimum of 12 credits~~
- ~~Grade 12 — student earned a minimum of 18 credits~~

Failure to Meet
Established
Standards in
Grades 9–12

Students unable to earn a score of 70 or above in a course of study during the regular school year may repeat the course in summer school or during the school year. Options for repeating shall be selected according to the model that is in the best interest of the student. See EIC Local regarding implications to GPA and class rank.

**Grade Advancement
Testing**

~~Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state-mandated assessments in reading and mathematics to be promoted to the next grade level. In addition, the student shall also meet the District's local standards for promotion.~~

**Grade Placement
Committee for
Students in Grades 5
and 8**

~~The GPC shall be composed of the principal or the principal's designee, the student's parent or guardian, and the teacher(s) of the subject of (a state) assessment instrument on which the student failed to perform satisfactorily.~~

~~If more than one parent or guardian has the authority to make educational decisions regarding the student, a good faith effort must be made to notify both parents, but participation of any one parent or guardian is sufficient.~~

~~In addition, the GPC, relating to students with limited English proficiency at grades other than exit level, shall include the bilingual or ESL teacher of the student's language proficiency assessment~~

**State-Mandated
Assessment**

~~committee (LPAC). The ARD committee of a student who participates in the special education program under Subchapter B, Chapter 29, shall serve as the GPC.~~

~~The District shall use only the statewide assessment instrument for the third testing opportunity for reading and mathematics in grades 5 and 8. [See EKB]~~

**Parent Appeals to
Retention**

~~The District shall give the parent or guardian written notice of the opportunity to appeal after a third failure on an assessment instrument. The District shall notify the parent or guardian of the time and place for convening the GPC and the purpose of the committee.~~

~~If both school representatives agree to promote and if the parent or guardian agree to promote, the student shall be promoted.~~

~~The ARD committee shall act as the GPC for students with disabilities regarding promotion and retention decisions.~~

**Standards for
Promotion Upon
Appeal**

~~If a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity, the GPC shall review all facts and circumstances in accordance with law.~~

~~The student shall not be promoted unless:~~

~~3. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and~~

~~4. The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency.~~

~~Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that the student is progressing in accordance with the plan.~~

Transfer Students

~~When a student transfers into the District with having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding~~

**Reducing Student
Retention**

~~testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.~~

~~If a parent initiates an appeal for promotion when a student transfers into the District with having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.~~

~~The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal of providing supports to students so that they can obtain mastery. [See EHBC]~~

~~Students who have completed a grade and have met standards for promotion shall not be retained.~~

For: Fort Bend ISD Board of Trustees
Date: May 1, 2023
Action: Review: Consideration and Approval:
Purchasing Solutions Alliance (PSA)
Interlocal Purchasing Cooperative
References: Board Policy CH (Legal)
District Goal 5
Department: Business and Finance

Recommendation

Consideration and approval of an Interlocal Agreement with Purchasing Solutions Alliance (PSA), and authorization for the Superintendent to negotiate and execute the agreement.

Summary

Purchasing Solutions Alliance (PSA), like other cooperative purchasing groups, solicits, negotiates, and executes contracts that its member institutions will find useful. The procurements are conducted in accordance with State of Texas laws and are in accordance with District procurement policy and contracting statutes as well as the applicable Federal Acquisition Regulations (FAR) by Reference.

Many of the solicited and contracted vendors under the program may prove to be useful for Fort Bend ISD. Specifically, this cooperative has a contract that Fort Bend ISD can leverage in an effective manner for print shop equipment, maintenance, and supplies.

This agreement would begin upon signature and would automatically renew unless terminated by either party. Termination may be with or without cause upon thirty (30) days prior written notice.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer



INTERLOCAL PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code (together, the “Acts”), and other similar, applicable laws of other states, by and between the Purchasing Solutions Alliance, hereinafter referred to as “PSA,” having its principal place of business in Bryan, Texas, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Cooperative Member,” having its principal place of business in _____(city), _____(state).

WHEREAS, PSA is a cooperative purchasing program of the Brazos Valley Council of Governments, a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code and as such is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, PSA is duly authorized to contract with eligible entities under the Acts; and

WHEREAS, Cooperative Member has represented that it is an eligible entity under the applicable laws of its state, that its governing body has authorized this Agreement and that it desires to contract with PSA on the terms set forth below;

NOW, THEREFORE, PSA and the Cooperative Member do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Cooperative Member represents and warrants to PSA that it is eligible to contract with PSA under the Acts for the purposes recited herein because it is one of the following: a local government, as defined in the Acts (a county, a municipality, a special district, or other political subdivision of its state, or a combination of two or more of those entities, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

PSA and the Cooperative Member agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the

provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Article(s) 7 or 8.

ARTICLE 5: SCOPE OF SERVICES

The Cooperative Member appoints PSA its true and lawful purchasing agent for the purchase of certain products and services. All purchases hereunder shall be in accordance with federal statutes and procedures governing competitive bids and competitive proposals as denoted in 2 CFR Part 200 and in accordance with specifications and contract terms established by PSA, and at the prices available and published by PSA. Ownership (title) to products purchased through contracts awarded pursuant to the PSA program shall transfer directly from the contractor to the Cooperative Member. Nothing in this Agreement shall prevent the Cooperative Member from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

ARTICLE 6: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Cooperative Member shall promptly, and in any case within thirty (30) days, pay the vendor and/or contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall PSA have any financial liability to the Cooperative Member for any goods or services Cooperative Member procures through the PSA program.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. PSA reserves the right to make changes in the scope of products and services to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

PSA or the Cooperative Member may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligations of the Cooperative Member, including obligations to pay any vendor or contractor for all goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the Cooperative Member.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be

suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE 12: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas.

b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

**Purchasing Solutions Alliance
Brazos Valley Council of Governments
3991 East 29th St.
Bryan, Texas 77802**

Name of Cooperative Member

Mailing Address

City, State, ZIP Code

Brazos Valley Council of Governments,
Executive Director or Designee

Name & Title of Primary Contact Person

Signature of Executive Director or Designee

Telephone

Date: _____

E-mail Address

Susan Lightfoot
Attest: PSA Program Manager

Authorized by (Printed Name and Title)

Attest: _____
Signature of PSA Program Manager

Authorized by (Signature)

Date: _____

Date: _____

For: Fort Bend ISD Board of Trustees
Date: May 1, 2023
Action: Review: Lease Agreement with
The Walden School
References: Board Policy CCG (Legal)
District Goal 5
Department: Business and Finance

Recommendation

Consideration and approval of a lease agreement with The Walden School and authorization for the Superintendent to negotiate and execute the lease agreement.

Summary

For many years, Fort Bend ISD has leased land to First Experiences, a childcare provider. The tract is a small (approximately 2,800 sq. ft.) portion of the property located at 16431 Lexington Boulevard, which includes the Administration Building and Mercer Stadium. The portion of the property subject to this lease is located directly under the power lines and easement behind the natatorium, adjoining the Lexington Corridor Commercial Cluster at 16103 Lexington Boulevard. The District received \$460 annually for this property. First Experiences changed owners and is now The Walden School. They use the area in the same way as a playground for the children. It is not expected that the District will have a use for this land in the future.

Global Fund Investments has acquired the shopping strip and requested that the term of the land lease coincide with the term of the lease for the building the Walden School will occupy, which begins on December 1, 2022. The new negotiated lease amount is \$1,200 annually, with a three percent (3%) annually applied escalator. The lease term will begin on December 1, 2022, and expire on November 30, 2025, with an option to extend the lease for one (1) additional three (3) year term.

Attached is a lease agreement for consideration and action by the Board of Trustees that will fulfill the request to align the land lease with the building lease.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

LEASE AGREEMENT

FORT BEND INDEPENDENT SCHOOL DISTRICT (“Landlord”) and THE WALDEN SCHOOL (“Tenant”) enter into this Lease Agreement (“Agreement”), effective as of December 1, 2023, based upon the following terms and conditions:

RECITALS

WHEREAS, Landlord and Tenant (collectively, the “Parties”) covenant and agree to enter in and be bound by the terms, covenants, and conditions of this Lease, and that for good and valuable consideration (the receipt and sufficiency of which are acknowledged by both Parties) they agree as follows:

1. **Leased Premises.** Landlord and Tenant agree to lease for the Term defined below, an approximately 2,800 square foot portion of the Landlord’s property located at 16431 Lexington Boulevard, Sugar Land Texas, 77479 adjoining the Lexington Corridor Commercial Cluster at 16103 Lexington Boulevard, Sugar Land, Texas 77479, and as identified on the attached Exhibit A. (“Leased Premises”)
2. **Use.** The Leased Premises will be used by Tenant for the sole purpose of operating a playground for children enrolled in Tenant’s school operations. Landlord shall not use the Leased Premises for (i) any illegal or extra hazardous purposes; (i) any use that would result in causing loud noises or activities that would result in disrupting Landlord’s operations adjacent to the Leased Premises; or (iii) any use that would result in the obstruction of access to Landlord’s adjacent property. Tenant’s rights pursuant to this lease agreement are subject and subordinate to the rights of the utility easement encumbering the tract, and Tenant will allow full ingress and egress for any purposes associated with the easement. Tenant shall afford Landlord and/or Landlord’s agents the right of ingress and egress in, over, and across the Leased Premises for any reasonable purpose.
3. **Licenses and Permits.** Tenant shall, at its expense, procure any and all governmental licenses and permits required for the conduct of Tenant’s business on the Leased Premises and shall, at all times, comply with the requirements of each such license and permit.
4. **Impermissible Use.** Tenant shall not permit any waste, destruction, defacement, or other injury to the Leased Premises, except ordinary wear and tear. Ordinary wear and tear shall mean that deterioration which occurs based upon the use for which the Leased Premises is intended, without negligence, carelessness, or abuse of the Leased Premises by Tenant, its employees, invitees and/or licensees. Tenant agrees:
 - a. Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises;
 - b. Tenant shall not use or occupy or permit the Leased Premises to be used or occupied, nor do or permit anything to be done in, on or about the Leased Premises, in whole or in part, in any manner which would in any way make void or voidable any insurance required to be carried by Tenant under this Lease Agreement, or which may make it commercially impracticable to obtain fire or other insurance, and shall not use or occupy or permit the Leased Premises to be used or occupied, in whole or in part, in a manner which violates any present or future, ordinary or extraordinary, foreseen or unforeseen laws, regulations, ordinances or requirements of the federal, state or municipal governments, or any

departments, subdivisions, bureaus or offices thereof, or of any other governmental, public or quasi-public authorities now existing or hereafter created, having jurisdiction over the Leased Premises.

5. **Lease Term.** The Lease Term shall begin on December 1, 2022, and expire on November 30, 2025, with an option to extend the Lease for one (1) additional three (3) year term. To exercise the option to extend the Lease term, Tenant shall provide written notice to Landlord no less than ninety (90) days in advance of the then termination date of the Lease. If properly exercised by the Tenant, the Extension Term shall run immediately successive to the Initial Term and shall be governed by the then existing terms and conditions of this Lease. Upon expiration or termination of this Lease, Tenant shall promptly remove all personal property and fencing from the property at his sole expense and surrender peaceful possession of the property to the Landlord.

6. **Rent.** Tenant shall pay Landlord without demand, in advance and in lawful money of the United States, annual rent in the amount of \$1,200 per year (the "Rent") on or before the first day of each annual Term of the Lease, beginning on the first day of the Lease Term. Payments for any partial month at the beginning of the Lease Term shall be prorated. Annually, the Rent shall increase by 3% of the previous annual Rent. Tenant shall deliver all payments of Rent to the Landlord at Landlord's address set forth in this Lease.

7. **Tax Cost.** Tenant covenants and agrees to pay all taxes which may be levied, assessed or charged against the Leased Premises due to Tenant's improvements ("Tax Cost").

8. **Security Deposit.** No security Deposit is required.

9. **Late Charges and Return Check Fee.** In the event any installment of Rent is not received within ten (10) days after Tenant's receipt of written notice of such required payment, Tenant shall pay an administrative late charge equal to two percent (2%) of such amount due for each late payment. Tenant shall also pay an administrative charge of twenty-five Dollars (\$25.00) for each check returned for any reason.

10. **Maintenance and Repair: Landlord.** Landlord shall have no obligations related to maintenance of the Leased Premises.

11. **Maintenance and Repair: Tenant Generally.** Tenant, at its sole cost and expense, shall keep clean and maintain in good order, condition and repair (ordinary wear and tear excepted) the Leased Premises and any equipment and fixtures thereon; and the same shall be kept in a clean, sanitary and safe condition and repair, in accordance with the laws of the governmental authorities having jurisdiction and in accordance with all directions, rules and regulations of the health officer, fire marshal other proper officers of governmental agencies having jurisdiction over the Leased Premises. Tenant will, at its sole cost, fence the tract in an appropriate manner approved by the First Colony Community Services Association and by Landlord. The fence shall prevent the users of the property from access to any adjoining property owned by the Landlord. Tenant's maintenance obligations shall include, without limitation, mowing and edging all landscaping within the Leased Premises. If Tenant fails to make any repairs required to be made by Tenant, Landlord may at its option make such repairs and Tenant shall pay Landlord the cost of the repairs.

12. **Maintenance and Repair: Tenant Specific Obligations.** Except for installation of the fence and playground equipment and other items necessary for the use of the Leased Premises

as a playground, Tenant shall not make any alterations or additions to the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably conditioned, delayed or withheld. Landlord shall, at Tenant's expense, cooperate with Tenant in obtaining all permits or authorizations required by governmental authorities with jurisdiction over the Leased Premises for any work permitted by this Lease. Tenant shall submit to Landlord for approval and execution any and all applications for permits or other authorizations, and related documents.

13. **Insurance.** At all times during the Term of this Lease, Tenant shall secure and maintain a policy of insurance covering the Leased Premises, and all alterations and improvements made to the Leased Premises against loss or damage by fire or other casualty under an ISO Special Causes of Loss Form (formerly "all-risk") property insurance policy covering the Leased Premises (at its full replacement cost); Landlord shall be named as loss payees to the extent of and as its interests may appear. For purposes of this section, "all risk" insurance, sometimes also known as "comprehensive" or "open perils" or "all perils" insurance, shall mean a policy that provides coverage and protection from all risks or perils that could damage the Leased Premises, its contents and/or personal property unless the risks are excluded specifically in the policy wording.

14. During the Term of this Lease, Tenant, at its sole cost and expense, shall obtain and maintain policies of insurance consistent with Tenant's standard insurance program which shall include

- a. Comprehensive general public liability insurance protecting against any and all claims for damages to persons or property for loss of life or of property occurring in, on or about the Leased Premises and improvements thereon, that result from the use by Tenant or Tenant's employees of the Leased Premises; such insurance to afford immediate protection with a single limit coverage of not less than One Million U.S. Dollars (\$1,000,000.00) and an aggregate limit coverage of not less than Three Million U.S. Dollars (\$3,000,000.00) with respect to injury or death to any number of persons arising out of any occurrence and with respect to any occurrence of property damage. Such coverage may be obtained through excess layers of insurance and the use of blanket policies for all of Tenant's operations. Landlord and its lender, if any, shall be named as an additional insured to the extent of and as their interests may appear.
- b. Workers' compensation, employer's liability, and the similar insurance to the extent required by law.
- c. All risk insurance covering all of Tenant's leasehold improvements, trade fixtures and all personal property from time to time in, on or upon the Leased Premises, in an amount equal to the full replacement cost thereof providing protection against perils included within the standard form of fire and extended coverage insurance policy, together with insurance against sprinkler damage, if applicable.
- d. Automobile liability insurance, including owned, non-owned and hired car liability insurance for combined limits of liability of One Million U.S. Dollars (\$1,000,000) per occurrence. The limits of liability can be provided in a combination of an automobile liability policy and an umbrella liability policy.

15. Upon Landlord's written request, Tenant shall furnish certificates of insurance to Landlord showing the insurance referred to in this Lease to be in full force and effect. Tenant agrees that it shall provide thirty (30) days advance written notice to Landlord and Landlord's designees of any pending change to or cancellation or other termination of any such policies. All of the required

insurance policies shall be issued by corporate insurers licensed to do business in the state of Texas and rated Policyholder's Rating of "A" and a Financial Size Rating of "VIII" or better by A. M. Best Company. Upon providing Landlord thirty (30) days written notice, Tenant shall have the right to self-insure the comprehensive general liability insurance requirements of this section.

16. **Indemnity.** From the effective date of this Lease, Tenant assumes liability for, and shall indemnify, protect, save and keep harmless Landlord and its officers, trustees, agents, servants, successors and assigns ("Landlord Parties") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including reasonable legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against Landlord Parties, in any way arising out of Tenant's possession or control of any part of the Leased Premises. Without limiting the foregoing, Tenant shall indemnify and hold harmless Landlord Parties from all losses, costs, damages or expenses resulting or arising from any and all injuries or death of any person or damage to any property caused by an act, omission, or neglect of Tenant, its agents, invitees, licensees, customers and/or parties contracting with Tenant under a contract relating to the Leased Premises. Landlord shall not be liable for any damage or liability of any kind or for any damage or injury to persons or property during the term of this Lease from any cause whatsoever by reason of Tenant's use, occupation, and enjoyment of the Leased Premises. Full compliance or failure to comply with the provisions of this Lease relating to insurance shall in no way relieve or diminish Tenant's obligation under this section

17. **Termination by Landlord.** Landlord shall have the right to terminate the Lease and recover full and complete possession of the Leased Premises if (i) Landlord determines that Landlord needs any or all of the Property for educational purposes; (ii) Landlord determines, after a determination by the Board of Trustees of Landlord, that a Financial Exigency, as defined by 19 Texas Administrative Code, Chapter 109, Subchapter BB (or other standards set by the Commissioner of Education), exists and that in order to meet its financial obligations, it must sell any or all of the Leased Premises and use the proceeds of sale for payment in order to provide educational services to its students; (iii) Tenant ceases to use the Leased Premises for the sole purpose of operation a playground for children in Tenant's school operations; or (iv) Tenant engages in any waste or destruction of the Leased Premises. If Landlord terminates the Lease according to this Section, Landlord will give Tenant written notice and state that the Lease, as to all or the affected portion of the Leased Premises, will be terminated within sixty (60) days after the date of the written notice, and will provide the basis for the termination. Upon the expiration of sixty (60) days notice, the Lease shall terminate as to all or the affected portion of the Leased Premises, as applicable, and Landlord will have no further obligations to Tenant under this Lease.

18. **Tenant Default: Event of Default.** The following events shall be deemed to be an event of default ("Event of Default") by Tenant under this Lease: (i) Tenant shall fail to pay, within fifteen (15) days after receipt by Tenant of written notice, any installment of Rent pursuant to the terms of this Lease; (ii) Tenant shall fail to comply with any term, provision, covenant, agreement or warranty made under this Lease by Tenant, unless a result of impossibility or by reason of Force Majeure, and Tenant shall not cure such failure within thirty (30) days after written notice to Tenant, or, if such failure cannot be cured within thirty (30) days, if Tenant does not commence cure within such period and complete same with due diligence; (iii) a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Tenant's assets is filed against Tenant in any court within the United States pursuant to any statute either of the United States or any state and Tenant fails to secure or diligently proceed to secure a discharge thereof within one hundred twenty (120) days, or if Tenant voluntarily files a petition in bankruptcy or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with creditors; or (iv) Tenant shall do or permit to be done anything which

creates a lien upon the Leased Premises which Tenant fails to remove or bond off within thirty (30) days of Tenant's receipt of written notice of such lien.

19. **Tenant Default: Termination.** Upon the occurrence of an uncured Event of Default, Landlord, besides any other rights or remedies that it may have under this Lease, shall have the right to terminate this Lease, in which event Tenant shall surrender the Leased Premises to Landlord within thirty (30) days of the notice of termination, and this Lease shall terminate as of the thirtieth (30th) day after the notice of termination.

20. **Tenant Default: Remedies.** Should Landlord at any time terminate this Lease pursuant to Section 19 above, then in addition to any other remedy Landlord may have by reason of such default of Tenant, Landlord shall have the right to recover from Tenant: (i) any unpaid Rent to be paid by Tenant up to the date of the termination of the Lease; and (ii) the commercially reasonable costs of collecting any arrearage in Rent. Notwithstanding anything else in this Lease to the contrary, to the extent required by law, Landlord shall have a duty to mitigate damages due to a default by Tenant under this Lease.

21. **Tenant Default: Landlord's Option.** If Tenant fails to perform any one or more of its material obligations under the Lease, in addition to the other rights of Landlord, Landlord shall have the right but not the obligation to fulfill Tenant's obligations. Except as otherwise provided in this Lease, in order to exercise the option created in this Section, Landlord shall provide Tenant written notice of the deficiency and provide Tenant an opportunity to fulfill its obligation within thirty (30) days from receipt of said notice (subject to Force Majeure) or, if such failure cannot be cured within thirty (30) days, if Tenant does not commence cure within such period and complete same with due diligence. Thereafter, upon receipt of a demand from Landlord, Tenant shall reimburse Landlord for the cost to Landlord of performing such obligations plus interest thereon at the maximum rate of two percent (2%) per annum from the date of payment by Landlord until paid by Tenant.

22. **Landlord Default.** Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by Landlord under this Lease unless and until it has failed to perform such obligation within thirty (30) days after its receipt of written notice from Tenant specifying Landlord's failure to perform such obligation provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

23. **Emergency Repairs.** Notwithstanding anything else to the contrary in this Lease, Tenant shall have the right to make emergency repairs otherwise the obligation of Landlord as expressly set forth in this Lease, if any, and which may result in the closure of Tenant's business operations or which pose a risk of harm to Tenant (and its employees, invitees and licensees).

24. **Other Remedies.** No right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute.

25. **Force Majeure.** Anything in this Lease to the contrary notwithstanding, Tenant and Landlord shall not be deemed in default with respect to failure to perform any of the terms, covenants, obligations, and conditions of this Lease (except for the obligation of Tenant of the timely payment of Rent to Landlord) if same shall be due to any strike, lockout, civil commotion

war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, pandemic, governmental regulations or controls, inability to obtain any materials, Act of God or other cause beyond control of Landlord or Tenant ("Force Majeure").

26. **Assignment and Subletting.** Tenant may not assign this Lease and/or sublet the whole or any part of the Leased Premises to any affiliate, subsidiary, sister company and/or related entity of Tenant or any third party (collectively referred to as a "Transfer") without the prior written consent of Landlord. In the event of any such Transfers, Tenant shall remain liable and responsible under this Lease. In the event of the transfer and assignment by Landlord of its interest in this Lease and in the Leased Premises to a person or entity assuming Landlord's obligations under this Lease, then in such event Landlord shall be released from further obligations except for any retained security deposits, pre-paid rent, or any liability on the part of Landlord contemplated under this Lease and accruing or arising before such transfer and assignment, and Tenant shall look solely to such successor in interest of the Landlord for the performance of Landlord's obligations.

27. **Sale of Leased Premises.** In the event of any sale or transfer of the Leased Premises by Landlord, Landlord shall be and is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission, occurring after the consummation of such sale. In the event of any sale or transfer of this Lease, the Landlord shall be relieved of all existing obligations and liabilities provided that the purchaser or transferee assumes in writing such liabilities and obligations.

28. **Liens.** Nothing contained in this Lease shall ever be construed to authorize Tenant, or anyone claiming any interest in the Leased Premises by, through, or under Tenant (including but not limited to Tenant's contractors and suppliers), to subject Landlord's fee title in and to the Leased Premises to any easements or to any liens of mechanics, laborers, materialmen, contractors or subcontractors and Tenant is expressly prohibited from subjecting Landlord's title to such easement, lien or charge. If the placement of a lien is a direct result of an act or omission for which Tenant is directly responsible, such as payment, Tenant agrees to bond off or discharge within thirty (30) days of placement or notice of any mechanics, materialmen's or other lien against the Leased Premises which may arise out of any labor, services, materials, supplies or equipment alleged to have been furnished to the Tenant in, upon, or about the Leased Premises. Should Tenant not promptly discharge any such liens, Landlord may, but shall not be obligated to act to discharge same, and be reimbursed for all charges and expenses by Tenant.

29. **Landlord Access.** With the exception of emergencies for which no notice is required, Landlord shall have the right with forty-eight (48) hour notice, and accompanied by a Tenant representative, to enter upon the Leased Premises to inspect the condition thereof and to determine if Tenant is performing its obligations under this Lease and to perform the obligations of Landlord to make repairs and restorations that Landlord is obligated to perform under this Lease, if any.

30. **Surrender of Leased Premises.** On the last day of the Term of this Lease, or upon the earlier termination of this Lease or the exercise by Landlord of its right to terminate Tenant's possession of the Leased Premises, Tenant shall peaceably and quietly leave, surrender and yield to Landlord the Leased Premises, free of all claims, clean and in good order and repair, subject to ordinary wear and tear. Prior to the surrender of the Leased Premises to Landlord, Tenant at its sole cost and expense, shall remove all liens and other encumbrances that may have resulted from the acts or omissions of Tenant. Upon surrender to Landlord, Tenant shall convey to Landlord all of Tenant's rights, title, and interest in the Leased Premises, including but

not limited to all fixtures and accessions to the Leased Premises made or caused to be made by Tenant.

31. **Holdover.** If Tenant fails to peaceably and quietly leave, surrender, and thus yield to Landlord the Leased Premises in accordance with this Lease, such failure shall be deemed an unlawful holdover and, Landlord may without notice, enter upon, re-enter, possess, and repossess itself by summary proceedings, ejectment, or otherwise, and may dispossess and remove Tenant and all persons and property from the Leased Premises. Such dispossession and removal of Tenant shall not constitute a waiver by Landlord of any claims by Landlord against Tenant. If Tenant shall, without the prior written consent of Landlord, hold over after the expiration or termination of the Lease Term or any extension, such tenancy shall be deemed to be on a month-to-month basis and may be terminated according to the law where the Leased Premises is located. During such tenancy, Tenant agrees to pay to Landlord one hundred fifty percent (150%) the Rent rate last payable under this Lease, unless a different rate is agreed upon in writing by Landlord and Tenant. All other terms of the Lease shall remain in effect.

32. **Improvements.** Upon termination of this Lease, for any reason, Landlord shall become the owner of all improvements placed on the Leased Premises. Tenant shall retain the ownership of all supplies and trade fixtures and their replacements placed on the Leased Premises by Tenant, and shall have the right to remove such supplies and fixtures from the Leased Premises, without causing damages to the Leased Premises, prior to the expiration, but no later than 10 (ten) days after termination of this Lease. If Tenant does not remove such supplies and fixtures within such period, such supplies and fixtures automatically shall become the property of Landlord, and Tenant shall not have any further right with respect to the supplies and fixtures.

33. **Hazardous Substances.** The Landlord represents to Tenant that it has no actual knowledge of the presence of any Hazardous Substances, including, but not limited to, any form of asbestos within the Leased Premises. The Landlord further represents to Tenant that it has no actual knowledge of any failure of the Leased Premises to comply with all applicable local, state, and federal environmental laws, regulations, ordinances, and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport, presence, and/or disposal of any Hazardous Substances (collectively called "Environmental Laws"). As used in this Lease, the term "Hazardous Substances" shall mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations, and/or ordinances may be amended from time to time.

34. Upon receipt of written notice from the applicable governmental authorities that the Leased Premises fail to comply with applicable Environmental Laws and such failure was not caused by Tenant or its employees, agents, invitees or licensees, Landlord, at Landlord's sole cost and expenses, may, at Landlord's option, perform all remedial action necessary to cure such failure; provided however, if such remedial action cannot be adequately and duly completed in Landlord's judgment within sixty (60) days from the date same is brought to Landlord's attention; or if Landlord fails to complete such remedial action within said sixty (60) day period, then Tenant shall have the option to terminate this Lease upon written notice to Landlord.

35. Tenant agrees that neither it nor its employees, agents, invitees and licensees will maintain, carry, spill, release, discharge or dispose of any Hazardous Substances in, on, onto or into the Leased Premises; provided only that, Tenant may use in the ordinary course of its business and in compliance with all applicable laws, regulations, ordinances and orders,

Hazardous Substances that are pre-packaged when brought on the Leased Premises and which are sold in those original packages to Tenant's customers, or such Hazardous Substances as are ordinarily used in an operation such as Tenant's. Tenant agrees to indemnify, protect, defend and hold Landlord harmless from and against any and all claims, damages, losses, liens, liabilities and penalties (including without limitation reasonable attorneys' fees) arising directly or indirectly from or out of any failure by Tenant to comply with its obligations contained in this Lease. Tenant shall be solely responsible for any clean up, disposition or repair necessitated solely by Tenant's failure to comply with any applicable federal, state or local laws, regulations, ordinances or orders relating to the sale, storage, generation, use or disposal of Hazardous Substances.

36. **Notices.** Any notice required or permitted to be given by one party to the other shall be in writing, and the same shall be given and shall be deemed to have been served and given if (i) delivered in person to the address set forth below for the party to whom notice is given, postage prepaid, by registered or certified mail, return receipt requested; or (ii) sent by overnight delivery service, signature required addressed to the party at the address set forth below. From time to time either party may designate another address for all purposes of this Lease by mailing to the other party not less than fifteen (15) days prior written notice of such change of address.

37. The address for Landlord for all purposes of this Lease and for all notices shall be:

Fort Bend Independent School District
Attention: Chief Financial Officer
16431 Lexington Boulevard
Sugar Land, Texas 77479

38. The address for Tenant for all purposes of this Lease and for all notices shall be:

16103 Lexington, LLC dba The Walden School
Attention: Rahim Noorani
16103 Lexington Blvd, A
Sugar Land, TX 77479
via email to rahim@thewaldenschool.com

39. **Severability.** If any term or provision of this Lease or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected. Each term and provision of this Lease shall be construed and enforced to the fullest extent permitted by law.

40. **No Waiver.** No consent or waiver, express or implied, by either party to or of any breach in the performance or observance by the other party of any of its agreements and covenants shall be valid unless executed in writing by both parties. Furthermore, no such consent shall be construed as a consent or waiver to or of any other breach in the performance or observance of the same or any other covenant or agreement of this Lease. Failure on the part of the Parties to send notification of any action or non-action or to declare the other party in default, no matter how long such failure may continue, shall not be deemed to be a waiver by the non-breaching party of any of its rights, except as otherwise specifically provided. Time is of the essence with respect to the performance of every provision of this Lease.

41. **Entire Agreement.** It is understood and agreed by the Parties that no oral statements or prior written matter not specifically incorporated within this Lease shall be of any force or effect. Tenant agrees that in entering into and taking this Lease, it relies solely upon the representations and agreements contained in this Lease and no others.

42. **Applicable Laws.** This Lease and the rights and obligations of the Parties shall be interpreted, construed and enforced in accordance with the laws (as may be amended) of the state of Texas. Jurisdiction and venue shall be appropriate in Fort Bend County.

43. **Relationship of Parties.** It is expressly understood that the Parties shall not be construed or held to be partners or associates in the conduct of their business and/or as to the obligations set forth in this Lease. The relationship between both Parties shall be at all times that of Landlord and Tenant.

44. **Modifications to Lease.** Any modification or change to this Lease shall not be valid or binding unless in writing and signed by both Parties.

45. **Counter-parts; Electronic Transmission.** This Lease may be signed in any number of counter-parts, each of which shall be deemed an original, but all together shall constitute one and the same document. Any signature on a copy of this Lease sent electronically or via facsimile shall be binding upon transmission and the electronic or facsimile copy may be utilized for the purposes of this Lease.

46. **Landlord's Immunity.** Nothing in this Lease shall be construed as or constitute a waiver of any of Landlord's governmental immunities.

IN WITNESS WHEREOF, this Lease has been duly executed, under seal, and is effective as of the date indicated above.

Fort Bend Independent School District

DATE: _____

By: _____

Title: _____

THE WALDEN SCHOOL

DATE: _____

By: 16103 Lexington, LLC dba The Walden School

Rahim Noorani, Manager

BOT Meeting:	May 1, 2023
Solicitation No.:	23-059TA Texas Department of Information Resources (DIR) and Purchasing Solutions Alliance (PSA)
References:	District Goal 5
Description:	<p>Print Shop Equipment, Maintenance and Supplies</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the purchase of print shop equipment, maintenance and supplies from multiple cooperative contracts in an amount not-to-exceed \$964,877 and authorization for the Superintendent to negotiate and execute the agreement through May 2027.</p> <p><u>Summary</u></p> <p>On March 23, 2020, the Board approved RFP 20-063JB Copier Lease, Maintenance, and Related Items, which expires in March 2023.</p> <p>The recommended vendor will install, train, maintain, and repair new production equipment that aligns with the Print Shop's current volume and projected future growth. This additional equipment, along with the reconfiguration of the existing equipment, will allow the Print Shop to maintain its delivery of quality print production services to the District. With the new equipment, the Print Shop will have the capability to implement a wide-format program that will enable the Print Shop to provide a generous portion of the outdoor signage business, such as outdoor banners, yard signs, etc. These items are currently being outsourced by District campuses and departments.</p> <p>Inflation has impacted every facet of Fort Bend ISD's business, and by reconfiguring the Print Shop's equipment lineup, the District can minimize the increase in costs for new equipment that will allow for growth. It is the Print Shop's goal to save the District money by reducing the outsourcing of print jobs, while increasing revenue through implementing this wide-format program.</p> <p>Under the authority granted in the Texas Government Code §791.001 et seq as amended allows Fort Bend ISD) to enter into Inter-local agreements with any other Government Entity as defined in the Texas Government Code §791.001-791.029. Subparagraph (3) further stipulates that "Governmental functions and services" means all or part of a function or service in any of the following areas: (N) other governmental functions in which the contracting parties are mutually interested. Subparagraph (4) defines "Local government" to mean a: (A) county, municipality, special district, junior college district, or other political subdivision of this state or another state; and subparagraph (5) "Political subdivision" includes any corporate and political entity organized under state law.</p>

	<p>The Texas Department of Information Resources (DIR) and Purchasing Solutions Alliance (PSA) cooperatives offer quality, legal procurement, and contract solutions to meet government purchasing requirements. Contracts may only be used by governmental entities, such as school districts, charter schools, colleges and universities, municipalities, counties, other government agencies, and nonprofits. Staff at Purchasing Solutions Alliance (PSA) complete the legal, competitively bid government procurement process.</p> <p>Texas Department of Information Resources (DIR) and Purchasing Solutions Alliance (PSA) utilizes standard templates, which are reviewed and updated by PSA legal counsel to comply with procurement law requirements, as appropriate, specified in Texas Educ. Code § 44, Texas Local Gov't. Codes § 262 and 271, and in the case of job order contracts, Texas Government Code § 2269, and Federal Regulations Code 24 CFR 85.36. We also meet all cooperative requirements of the EDGAR/Uniform Guidance/2 CFR 200.</p> <p>The cooperative contracts will save the District money by reducing outsourcing while increasing revenue through implementing the wide-format program. Additional purchases may be made through other vendors utilizing Federal, State, and Regional Cooperative Contracts previously approved by the Board of Trustees. Renewal options are available through May 2027. Should either contract not renew for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract or an alternate procurement method.</p> <p><u>Background</u></p> <p>Expenditures for 2021-22 were \$178,256. Expenditures will not exceed \$964,877 through May 2027. Funding is included in the budget.</p>
Requested By:	Richard Gay, Executive Director Business Services Bryan Guinn, Chief Financial Officer
Vendor:	UBEO Business Services
Budget Sources:	Enterprise Funds
Amount:	Not to Exceed - \$964,877 through May 2027
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	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 2027
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:	May 1, 2023
Solicitation No.:	RFP 22-060KB-01
References:	District Goal 5
Description:	<p>Instructional Resources (Supplemental)</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the purchase of Instructional Resources (Supplemental) and authorization for the Superintendent to negotiate and execute the agreements through June 2027.</p> <p><u>Summary</u></p> <p>On June 20, 2022, the Board approved RFP 22-060KB Instructional Resources through June 2027. This RFP provided the opportunity to review and select vendors that are eligible to provide instructional resources for District use in alignment with instructional needs to supplement adopted resources.</p> <p>On February 16, 2023, Fort Bend ISD issued a supplemental RFP 22-060KB-01 Instructional Resources. The purpose of this action was to add additional vendors to the list of previously approved vendors. The originally approved length of commitment and authorized expenditure amount does not change.</p> <p>An evaluation team comprised of Fort Bend ISD staff members from various departments and campuses evaluated the proposals. The number of vendors contacted was 6,385 and eighty-five (85) responded to RFP 22-060KB-01. The vendors were selected by the evaluation team because they represent the best overall value for the District. The District applied the “Best Value” process in selecting the vendors to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition district policies.</p> <p>As with the previous instructional resources RFP, District and campus staff reviewed vendor submissions in various content and program areas. The selected vendors will allow the District to generate a list of approved vendors for instructional resources that may be used to support the curriculum and provide options for campuses to purchase supplemental resources for classroom use.</p> <p><u>Background</u></p> <p>Expenditures for FY 2021-22 were \$6,937,134. Expenditures are not expected to exceed \$15,000,000 through June 2027.</p>
Requested By:	Kim Lawson, Chief Academic Officer Bryan Guinn, Chief Financial Officer
Vendors:	Abecedarian ABC LLC***31

	<p> ALL in Learning*** Arbor Scientific Barnes & Noble Booksellers, Inc.*** Breakout, Inc. Cambridge International ChalkTalk codeMantra US LLC CS Educational Services LLC/Think Law Curriculum Associates LLC*** Davis Publications Dreambox Learning, Inc. EAI Education Estrellita Flyleaf Publishing Heggerty Literacy Resources J Taylor Education Jarrett Publishing Company*** Just Right Reader, Inc. Kindermusik International, Inc. Knowsys Educational Services LLC Lab Resources, Inc. Mackin Educational Resources*** Math & Science Cut Ups Mathematics & Problem Solving LLC dba BW Walch Ozo Edu, Inc. Palco Specialties PASCO Scientific*** Peoples Education, Inc. dba Mastery Education*** Perfection Learning*** PIQ, Inc. Press4Kids, Inc. Project Lead the Way, Inc.*** Readiness Set Go! LLC Renzulli Learning LLC STEMfinity LLC Steps to Literacy Sweet Pipes LLC*** Teacher Created Materials, Inc.*** Teachstone, Inc. TestOut Corporation Texas Art Supply Co. Theatre House Toolkit Technologies, Inc. VWR International LLC dba Sargent Welch*** VWR International LLC dba Ward's Science*** Western Psychological Services*** Winsor Learning LLC Young Audiences, Inc. of Houston </p>
<p>Budget Sources</p>	<p> General Fund Federal Funds Instructional Materials Allocation </p>

	Campus Activity Funds
Amount:	Not to exceed \$15,000,000 through June 2027
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by FBISD:	6385
Number of vendors downloaded the solicitation:	302
Number of responses received:	85
Number of "no bid" responses received:	25
Length of commitment:	Through June 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

RFP 22-060KB-01 Instructional Resources (Supplemental)

	Evaluation Criteria	Point System
1	Purchase Price <ul style="list-style-type: none"> • Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD. • Pricing will be calculated using the Pricing Bid Table 	25 points
2	Reputation of the Vendor and of the Vendor's Goods or Services <ul style="list-style-type: none"> • 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 goods or services. • Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.) 	5 points
3	Quality of the Vendor's Goods or Services <ul style="list-style-type: none"> • Service capabilities • Demonstrates competence: experience, etc. • Configuration and installation, integration, implementation of digital resources • Relevant experience with school curriculum/content knowledge as it pertains to proposal specifications • Experience and competence in dealing with large school districts • Customer service indicative of sound delivery of services 	25 points
4	Extent to Which the Goods or Services Meet the District's Needs <ul style="list-style-type: none"> • Vendors' goods align to support the District's instructional priority in the identified content area • Alignment to the identified priorities • Alignment to the instructional model • Alignment to the Standards/TEKS • Balance of digital and print materials • Ability to integrate with existing programs/ materials/databases 	20 points
5	Vendor's Past Relationship with the District For reference, the vendor shall list the following: <ul style="list-style-type: none"> • Past projects or contracts similar service vendor has had with the district • Past projects or contracts or similar service vendor has had with any K-12 Districts of similar size or larger • Past projects or contracts of similar service vendor has had with any business or universities the size of our district 	5 points
6	Long-Term Cost to the District to Acquire the Vendor's Goods or Services <ul style="list-style-type: none"> • Delivery: shipping and handling, setup fee; or other fees and other added cost 	10 points
7	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
8	Service Agreement <ul style="list-style-type: none"> • 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
	TOTAL	100 points

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Accelerated Instruction

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Curriculum Associates LLC	15.00	2.84	24.50	18.50	4.75	4.00	5.00	74.59	1
ChalkTalk	20.00	2.40	15.25	14.25	2.50	10.00	5.00	69.40	2
Estrellita	15.00	1.85	19.25	14.50	3.75	4.00	10.00	68.35	3
4 Ever Clever Learning LLC	15.00	1.00	17.25	14.00	2.00	4.00	10.00	63.25	4
Early Childhoos LLC dba Discount School Supply	15.00	0.50	16.50	12.50	3.25	4.00	10.00	61.75	5
Peoples Educations, Inc. dba Mastery Education	15.00	1.00	15.00	9.50	4.25	6.00	10.00	60.75	6
J Taylor Education	15.00	3.00	10.75	9.75	2.75	4.00	10.00	55.25	7
Life is Learning, Inc.	15.00	2.00	10.75	8.50	1.75	6.00	10.00	54.00	8
Knowsys Educational Services LLC	15.00	1.00	10.25	7.50	3.00	4.00	10.00	50.75	9
EliteGamingLive	15.00	0.50	5.75	5.75	2.25	6.00	10.00	45.25	10

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Brain Based Learning Through Movement

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Kids U US, Inc.	15.00	2.87	13.33	13.00	1.00	6.00	10.00	61.20	1
Q4 Whatever It Takes LLC	15.00	1.00	4.67	4.67	1.00	4.00	10.00	40.33	2

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Career and Technical Education (CTE) Programs

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
TestOut Corporation	15.00	2.54	22.75	18.25	3.75	6.00	10.00	78.29	1
Project Lead The Way, Inc.	15.00	3.88	25.00	20.00	4.75	4.00	5.00	77.63	2
Toolkit Technologies, Inc.	15.00	2.97	22.75	17.75	4.00	4.00	10.00	76.47	3
Lab Resources, Inc.	15.00	4.98	19.25	14.50	3.75	4.00	10.00	71.48	4
Texas Nursery & Landscape Association	25.00	1.00	12.75	8.75	2.25	10.00	10.00	69.75	5
Perfection Learning	20.00	1.95	15.00	10.25	3.25	8.00	10.00	68.45	6
Jupitar Education Services LLC dba Red Comet	15.00	1.00	17.25	13.25	2.75	6.00	10.00	65.25	7
ChalkTalk	20.00	2.40	13.75	11.50	2.50	10.00	5.00	65.15	8
EliteGamingLive	15.00	0.50	16.25	11.75	3.00	6.00	10.00	62.50	9
SPARK Business Academy	15.00	1.00	16.00	10.75	2.50	6.00	10.00	61.25	10
Mastering Wellness Together	15.00	1.00	11.75	8.25	1.75	6.00	10.00	53.75	11

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Dual Language Resources

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Teacher Created Materials, Inc.	15.00	3.00	21.67	17.67	3.67	4.00	10.00	75.01	1
Estrellita	15.00	1.85	20.67	16.00	4.67	4.00	10.00	72.19	2
Steps to Literacy	20.00	1.00	15.67	14.67	4.00	4.00	10.00	69.34	3
Luz Roth Global Vida Consultant	15.00	2.00	18.33	13.33	3.67	6.00	10.00	68.33	4
Heggerty Literacy Resources	15.00	1.00	16.67	13.33	1.33	4.00	10.00	61.33	5
Q4 Whatever It Takes LLC	15.00	1.00	8.67	8.33	3.33	4.00	10.00	50.33	6
Celebrate Planet Earth	15.00	1.00	6.67	5.67	1.67	4.00	10.00	44.00	7
TranSentium Language Provider	15.00	1.00	4.00	2.33	1.67	6.00	10.00	40.00	8

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - English Language Arts Resources

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Steps to Literacy Teacher Created Materials, Inc.	20.00	1.00	22.75	18.75	4.50	4.00	10.00	81.00	1
Abecedarian ABC LLC	15.00	2.00	23.00	18.50	5.00	4.00	10.00	77.50	3
Perfection Learning	20.00	1.95	18.50	14.25	4.25	8.00	10.00	76.95	4
Fiyleaf Publishing	15.00	2.00	23.00	19.25	3.50	4.00	10.00	76.75	5
Curriculum Associates LLC	15.00	2.84	24.25	19.50	4.75	4.00	5.00	75.34	6
Heggerty Literacy Resources	15.00	1.00	23.50	18.50	3.25	4.00	10.00	75.25	7
Mackin Educational Resources	15.00	1.00	21.25	17.25	3.50	6.00	10.00	74.00	8
Just Right Reader, Inc.	15.00	2.00	21.25	15.75	3.25	6.00	10.00	73.25	9
Dreambox Learning, Inc.	15.00	1.00	20.00	15.50	4.50	6.00	10.00	72.00	10
Winsor Learning LLC	15.00	1.00	18.75	11.25	3.50	4.00	10.00	63.50	11
Summit K12 Holding LLC	15.00	1.50	15.25	11.50	3.50	6.00	10.00	62.75	12
ALL in Learning	15.00	1.95	13.75	10.00	4.50	6.00	10.00	61.20	13
Breakout, Inc.	15.00	1.90	16.75	11.25	2.25	4.00	10.00	61.15	14
Next Level Libraries	15.00	0.50	13.00	12.50	2.00	6.00	10.00	59.00	15
Lone Star Learning	15.00	2.00	14.00	11.00	3.00	4.00	10.00	59.00	15
Q4 Whatever It Takes LLC	15.00	1.00	14.00	10.50	2.75	4.00	10.00	57.25	16
Peoples Education, Inc. dba Mastery Education	15.00	1.00	12.75	6.75	3.50	6.00	10.00	55.00	17
Knowsys Educational Services LLC	15.00	1.00	12.00	9.50	2.50	4.00	10.00	54.00	18
Learning Farm LLC	15.00	0.50	10.25	8.75	2.75	6.00	10.00	53.25	19

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - English Language Arts Resources (continued)

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Ozo Edu, Inc.	5.00	1.80	13.50	10.50	2.25	8.00	10.00	51.05	20
MathWarm-Ups.com	15.00	1.00	5.75	5.25	1.00	6.00	10.00	44.00	21
Read Naturally	15.00	1.00	5.75	5.00	1.75	4.00	10.00	42.50	22

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - ESL Resources

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Curriculum Associates LLC	15.00	2.84	20.67	18.00	4.33	4.00	5.00	69.84	1
Peoples Education, Inc. dba Mastery Education Teacher Created	15.00	1.00	16.67	14.00	4.00	6.00	10.00	66.67	2
Materials, Inc.	15.00	3.00	15.00	11.33	4.00	4.00	10.00	62.33	3
Q4 Whatever It Takes LLC	15.00	1.00	6.33	4.67	3.00	4.00	10.00	44.00	4
Estrellita	15.00	1.85	2.67	2.67	4.33	4.00	10.00	40.52	5
MathWarm-Ups.com	15.00	1.00	2.67	2.67	1.00	6.00	10.00	38.33	6
Read Naturally	15.00	1.00	1.33	1.33	2.67	4.00	10.00	35.33	7

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Fine Arts

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Perfection Learning	20.00	1.95	24.71	19.71	5.00	8.00	10.00	89.37	1
Davis Publications	15.00	3.00	24.71	19.71	5.00	6.00	10.00	83.42	2
Palco Specialties	15.00	2.87	24.00	19.29	4.71	4.00	10.00	79.87	3
Texas Art Supply Co.	15.00	1.00	24.71	19.71	5.00	4.00	10.00	79.42	4
Sweet Pipes LLC	15.00	1.80	24.29	19.71	4.14	4.00	10.00	78.94	5
Young Audiences, Inc. of Houston	15.00	1.95	24.00	19.00	4.43	4.00	10.00	78.38	6
Theatre House	15.00	0.50	23.29	19.71	5.00	4.00	10.00	77.50	7
Seiffert Studio**									

**Submitted incomplete bid, Non Responsive

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Gifted and Talented (GT)

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Cambridge International	25.00	1.00	23.33	18.33	2.00	8.00	5.00	82.66	1
J Taylor Education	15.00	3.00	25.00	20.00	5.00	4.00	10.00	82.00	2
Breakout, Inc.	15.00	1.90	25.00	20.00	3.33	4.00	10.00	79.23	3
Renzulli Learning LLC	15.00	1.00	23.33	18.33	4.00	6.00	10.00	77.66	4
CS Educational Services LLC/Think Law	15.00	1.90	21.67	16.67	2.67	6.00	10.00	73.91	5
Knowsys Educational Services LLC	15.00	1.00	22.67	18.33	2.67	4.00	10.00	73.67	6
Early Childhood LLC dba Discount School Supply	15.00	0.50	18.00	13.33	2.33	4.00	10.00	63.16	7
Art of Problem Solving	20.00	0.50	20.00	13.33	2.33	6.00	0.50	62.67	8
Curriculum Associates LLC	15.00	2.84	17.67	13.00	2.67	4.00	5.00	60.17	9

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Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Health

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Intercede Heartbeat Training Center LLC	20.00	5.00	6.00	6.33	1.00	8.00	10.00	56.33	1

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Mathematics Resources

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
ChalkTalk	20.00	2.40	21.60	18.00	3.80	8.00	5.00	78.80	1
Abecedarian ABC LLC	15.00	2.00	22.60	18.20	5.00	4.00	10.00	76.80	2
Math & Science Cut Ups Mathematics & Problem Solving LLC dba BW Walch	15.00	5.00	21.20	16.80	3.60	4.00	10.00	75.60	3
Teacher Created Materials, Inc.	15.00	0.50	21.40	17.60	3.60	4.00	10.00	72.10	4
STEMfinity LLC	15.00	3.00	20.40	14.80	4.20	4.00	10.00	71.40	5
Readiness Set Go! LLC	15.00	3.88	19.00	15.00	3.60	4.00	10.00	70.48	6
Curriculum Associates LLC	15.00	3.00	18.40	15.00	3.00	6.00	10.00	70.40	7
Lone Star Learning	15.00	2.84	21.00	15.80	4.60	4.00	5.00	68.24	8
Learning Farm LLC	15.00	2.00	19.00	13.60	3.00	4.00	10.00	66.60	9
Peoples Education, Inc. dba Mastery Education	15.00	0.50	18.00	13.20	3.80	6.00	10.00	66.50	10
Ozo Edu, Inc.	15.00	1.00	16.00	10.60	3.60	6.00	10.00	62.20	11
Knowsys Educational Services LLC	15.00	1.80	15.00	10.80	3.00	4.00	10.00	59.60	12
Frog Publications	15.00	1.00	14.00	9.80	3.80	4.00	10.00	57.60	13
ALL in Learning	15.00	1.00	12.00	10.00	3.20	4.00	10.00	55.20	14
MathWarm-Ups.com	15.00	1.95	8.20	6.00	4.20	6.00	10.00	51.35	15
Art of Problem Solving	20.00	1.00	10.00	7.00	1.80	6.00	10.00	50.80	16
	20.00	0.50	9.80	8.00	2.60	6.00	0.50	47.40	17

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Physical Education

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
The KID-FIT Preschool Health and Fitness Organization	15.00	1.00	16.33	14.67	1.67	6.00	10.00	64.67	1
9 Square in the Air	15.00	2.84	8.33	10.00	1.00	6.00	10.00	53.17	2

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Science Resources

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
PASCO Scientific	15.00	1.95	24.75	19.75	5.00	4.00	10.00	80.45	1
VWR International LLC dba Sargent Welch	20.00	1.00	24.75	19.75	5.00	4.00	5.00	79.50	2
Peoples Education, Inc. dba Mastery Education	15.00	1.00	23.50	17.00	4.25	6.00	10.00	76.75	3
Curriculum Associates LLC	15.00	2.84	24.75	19.75	4.75	4.00	5.00	76.09	4
Ozo Edu, Inc.	15.00	1.80	22.25	18.50	4.00	4.00	10.00	75.55	5
VWR International LLC dba Ward's Science	15.00	1.00	24.75	19.75	5.00	4.00	5.00	74.50	6
Teacher Created Materials, Inc.	15.00	3.00	19.50	15.00	3.75	6.00	10.00	72.25	7
Project Lead The Way, Inc.	15.00	3.88	22.25	17.25	4.75	4.00	5.00	72.13	8
Arbor Scientific	15.00	1.00	22.50	19.25	4.50	4.00	5.00	71.25	9
Math & Science Cut Ups	15.00	5.00	17.50	13.00	4.00	4.00	10.00	68.50	10
National Inventors Hall of Fame, Inc.	15.00	1.00	19.50	15.75	3.25	4.00	10.00	68.50	10
Learning Farm LLC	15.00	0.50	16.75	13.75	3.25	6.00	10.00	65.25	11
Lone Star Learning	15.00	2.00	15.50	12.00	3.25	4.00	10.00	61.75	12
Celebrate Planet Earth	15.00	1.00	9.75	7.25	1.75	4.00	10.00	48.75	13
Seven Sides Publishing	15.00	1.00	8.50	8.00	2.00	4.00	10.00	48.50	14
MathWarm-Ups.com	15.00	1.00	8.50	5.25	1.50	6.00	10.00	47.25	15
Texas Consulting and Resources	15.00	1.00	4.00	3.75	1.00	6.00	10.00	40.75	16

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Special Education Evaluation Materials

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Western Psychological Services	15.00	1.00	25.00	20.00	5.00	4.00	10.00	80.00	1

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Special Education Assistive Technology

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
codeMantra US LLC	15.00	1.00	23.33	17.00	4.67	4.00	10.00	75.00	1

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Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Special Education Behavior/Social Emotional/Social Skills

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Luz Roth Global Vita Consultant	15.00	2.00	13.33	10.33	3.33	6.00	10.00	59.99	1
Early Childhood LLC dba Discount School Supply	15.00	0.50	14.33	12.00	3.67	4.00	10.00	59.50	2
YouthLight, Inc.	15.00	1.00	9.00	8.33	3.33	4.00	10.00	50.67	3
Next Level Libararies	15.00	0.50	6.67	5.33	1.00	6.00	10.00	44.50	4

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Special Education Dyslexia/Dysgraphia/Dyscalculia

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Winsor Learning LLC	15.00	1.00	21.00	15.00	3.33	4.00	10.00	69.33	1
Just Right Reader, Inc.	15.00	2.00	17.67	13.00	3.00	6.00	10.00	66.67	2
Heggerty Literacy Resources	15.00	1.00	13.33	10.33	2.00	4.00	10.00	55.66	3

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Special Education Functional Skills/Alternative Curriculum/Related Service Materials

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Just Right Reader, Inc.	15.00	2.00	15.67	13.00	2.67	4.00	10.00	62.34	1
Winsor Learning LLC	15.00	1.00	16.67	9.67	4.00	4.00	10.00	60.34	2
Early Childhood LLC dba Discount School Supply	15.00	0.50	6.00	5.33	2.67	4.00	10.00	43.50	3

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Special Education Speech

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Joybound Publications	15.00	2.00	12.33	10.00	2.67	4.00	10.00	56.00	1
Apex Teletherapy	15.00	1.00	11.00	7.67	2.33	6.00	5.00	48.00	2

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Special Education TEKS Based SPED Resources

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Curriculum Associates LLC	15.00	2.84	21.67	18.33	4.33	4.00	5.00	71.17	1
Winsor Learning	15.00	1.00	20.00	14.00	3.67	4.00	10.00	67.67	2
Luz Roth Global Vida Consultant	15.00	2.00	18.33	11.67	3.67	6.00	10.00	66.67	3
Early Childhood LLC dba Discount School Supply	15.00	0.50	13.33	10.00	4.67	4.00	10.00	57.50	4
Heggerty Literacy Resources	15.00	1.00	12.33	8.33	1.00	4.00	10.00	51.66	5

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Student Leadership & Behavior: Behavioral Health

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
YouthLight, Inc.	15.00	1.00	5.00	5.00	1.33	4.00	10.00	41.33	1

Tabulation Summary

RFP 22-060KB-01 Instructional Resources (Supplemental) - Student Leadership & Behavior: Behavior Social & Emotional Learning

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
PIQ, Inc.	15.00	0.50	22.33	19.33	3.67	4.00	10.00	74.83	1
Early Childhood LLC dba Discount School Supply	15.00	0.50	18.33	13.33	3.00	4.00	10.00	64.16	2
Young Audiences, Inc. of Houston	15.00	1.95	13.33	12.33	1.00	4.00	10.00	57.62	3
EliteGamingLive	15.00	0.50	8.33	7.67	3.00	6.00	10.00	50.50	4
ALL in Learning	15.00	1.95	5.00	5.00	5.00	6.00	10.00	47.95	5
YouthLight, Inc.	15.00	1.00	5.00	5.00	2.67	4.00	10.00	42.67	6

Tabulation Summary

RFP 22-060KB-01 Instructional Resources (Supplemental) - Tech Apps/Coding and Robotics

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Ozo Edu, Inc.	15.00	1.80	22.25	18.50	4.75	4.00	10.00	76.30	1
Project Lead The Way, Inc.	15.00	3.88	23.00	18.50	4.75	4.00	5.00	74.13	2
TestOut Corporation	15.00	2.54	18.00	15.00	3.25	6.00	10.00	69.79	3

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - World Language Resources

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Mackin Educational Resources	15.00	1.00	9.67	8.00	2.00	6.00	10.00	51.67	1
Q4 Whatever It Takes LLC	15.00	1.00	4.00	4.67	2.00	4.00	10.00	40.67	2
Estrellita	15.00	1.85	2.33	1.00	3.67	4.00	10.00	37.85	3
TranSentium Language Provider	15.00	1.00	2.33	1.00	1.00	6.00	10.00	36.33	4

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Social Studies Resources

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Press4Kids, Inc.	25.00	2.84	18.00	15.00	4.00	8.00	10.00	82.84	1
Perfection Learning	20.00	1.95	19.50	17.25	4.25	8.00	10.00	80.95	2
Teacher Created Materials, Inc.	15.00	3.00	22.50	17.50	4.75	4.00	10.00	76.75	3
Jarrett Publishing Company	15.00	0.50	23.25	18.75	4.50	4.00	10.00	76.00	4
Mackin Educational Resources	15.00	1.00	21.25	16.75	4.25	6.00	10.00	74.25	5
Next Level Libraries	15.00	0.50	16.50	13.25	2.50	6.00	10.00	63.75	6
Ozo Edu, Inc.	15.00	1.80	11.75	10.00	1.75	4.00	10.00	54.30	7

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Catalog Pricing

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
ALL in Learning	15.00	1.95	25.00	20.00	5.00	6.00	10.00	82.95	1
Perfection Learning	20.00	1.95	21.67	16.67	4.00	8.00	10.00	82.29	2
Mackin Educational Resources	15.00	1.00	25.00	20.00	4.33	6.00	10.00	81.33	3
Barnes & Noble Booksellers, Inc.	15.00	0.50	25.00	20.00	5.00	4.00	10.00	79.50	4
Steps to Literacy	20.00	1.00	20.00	20.00	4.00	4.00	10.00	79.00	5
Peoples Education, Inc. dba Mastery Education	15.00	1.00	23.33	18.33	5.00	6.00	10.00	78.66	6
EAI Education	15.00	2.00	21.67	18.33	3.00	4.00	10.00	74.00	7
Just Right Reader, Inc.	15.00	2.00	21.67	16.67	2.33	6.00	10.00	73.67	8
Knowsys Educational Services LLC	15.00	1.00	18.33	16.00	2.67	4.00	10.00	67.00	9
Early Childhood LLC dba Discount School Supply	15.00	0.50	16.67	15.00	3.00	4.00	10.00	64.17	10
Next Level Libraries	15.00	0.50	14.33	13.33	2.33	6.00	10.00	61.49	11
Project Lead The Way, Inc.	15.00	3.88	15.00	13.33	2.67	4.00	5.00	58.88	12
Textbook Warehouse	15.00	3.00	12.00	10.33	2.33	6.00	10.00	58.66	13
Frog Publications	15.00	1.00	13.33	11.67	1.67	4.00	10.00	56.67	14
Art of Problem Solving	20.00	0.50	10.33	8.67	3.00	6.00	0.50	49.00	15

Tabulation Summary
RFP 22-060KB-01 Instructional Resources (Supplemental) - Prekindergarten

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Just Right Reader, Inc.	15.00	2.00	24.67	19.67	4.33	6.00	10.00	81.67	1
Young Audiences, Inc. of Houston	15.00	1.95	25.00	20.00	5.00	4.00	10.00	80.95	2
Teacher Created Materials, Inc.	15.00	3.00	25.00	19.33	3.67	4.00	10.00	80.00	3
Abecedarian ABC LLC	15.00	2.00	24.33	20.00	4.33	4.00	10.00	79.66	4
Teachstone, Inc.	15.00	0.50	23.67	19.67	5.00	4.00	10.00	77.84	5
Winsor Learning LLC	15.00	1.00	22.00	14.00	4.67	4.00	10.00	70.67	6
Kindermusik International, Inc.	15.00	1.00	19.33	19.33	1.67	4.00	10.00	70.33	7
Early Childhood LLC dba Discount School Supply	15.00	0.50	19.33	15.33	3.67	4.00	10.00	67.83	8
Highscope Educational Research Foundation	15.00	1.00	18.33	7.33	1.33	4.00	10.00	56.99	9
Project Lead The Way, Inc.	15.00	3.88	12.33	12.33	1.00	4.00	5.00	53.54	10
Next Level Libraries	15.00	0.50	11.00	12.00	1.00	4.00	10.00	53.50	11
Celebrate Successful Early Learning LLC	15.00	2.94	10.00	8.33	1.33	4.00	10.00	51.60	12
The KID-FIT Preschool Health and Fitness Oranziation	15.00	1.00	4.67	5.00	1.00	6.00	10.00	42.67	13

BOT Meeting:	May 1, 2023
Solicitation No.:	23-062DE OMNIA Partners
References:	District Goal 5
Description:	<p>Feedback and Customer Services Solutions for Schools</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the purchase of feedback and customer service solutions for schools from K12 Insight Technology and Communications Services (K12 Insight) under a cooperative contract with OMNIA Partners in an amount not-to-exceed \$192,800, and authorization for the Superintendent to negotiate and execute the agreements through June 30, 2024.</p> <p><u>Summary</u></p> <p>The purpose of this contract is to request approval under Chapter 44, §44.031(a) of the Texas Education Code, or Chapter 791, Interlocal Cooperation Act, and Board Policies CH (LEGAL) CH (LOCAL) purchasing and acquisition of goods and services. The Board of Trustees is required to approve proposal awards valued at \$50,000 or greater.</p> <p>Under the authority granted in the Texas Government Code §791.001 The Interlocal Cooperation Act et seq as amended, allows local governments like Fort Bend ISD the ability to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with other local governments and agencies of the state to perform governmental administrative functions.</p> <p>Local Government Code § 271.102, Cooperative Purchasing Program Participation (a) A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. Government Code § 791.025 (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services. Once a school district has determined that a local cooperative purchasing program will afford the district the best value, it need not follow any specific competitive procurement process.</p> <p>Fort Bend ISD has partnered with K12 Insight since 2013. The goal of the partnership has been to increase engagement with parents, students, staff, and community members. The District also works with K12 Insight staff to collaborate in the creation of an annual stakeholder engagement plan that includes surveys, focus groups, and other projects to support community and stakeholder engagement.</p>

On May 16, 2022, the Board approved the renewal of K12 Insight Technology and Communication Services for Feedback and Customer Services Solutions for Schools through OMNIA Partners, which expires on June 30, 2023.

Fort Bend ISD works with K12 Insight to improve customer service and community interaction through the “Let’s Talk” cloud-based communications solution for parents, teachers, staff, and community members to submit questions and feedback. In addition, Fort Bend ISD’s Department of Student Affairs utilizes the “Let’s Talk” platform by allowing students and staff to report bullying. “Let’s Talk – Bullying” allows users to report bullying anonymously if they choose to do so and is managed by the campus behavior coordinators.

Fort Bend ISD’s Human Resources Department uses the “Let’s Talk” platform (which they title “Talent Connection”) as an online resource for Fort Bend ISD staff to connect directly for support from Human Resources.

K12 Insight also serves as a research partner. District and campus leaders utilize findings from K12 Insight surveys and engagement projects to support decision making, connect with members of the school community, and plan for the future.

This is a cooperative contract with Omnia Partners. Omnia Partners is a national purchasing cooperative that offers legal procurement, and contract solutions to meet government purchasing requirements. They are a nonprofit established by local governments to assist public agencies in reducing the cost of purchased goods. There are currently over 5,000 public agencies in 48 states participating in this consortium, to include counties, cities, towns, villages, special districts, public schools, community colleges, universities, state agencies, as well as non-profit agencies. There are no costs or fees to any local agency to participate in this consortium.

U.S. Communities pools the purchasing power of their members, to achieve bulk volume discounts on behalf of public agencies. These competitively bid contracts are obtained through a lead public agency in accordance with their public purchasing rules and regulations. Omnia Partners members who are acting as the Lead Agency are a public governmental entity. They meet the criteria stipulated in Section 791.

Staff at the Lead Agency is responsible for completing the competitive government procurement process. The Lead Agency utilizes their standard templates, which are reviewed and updated by their legal counsel to comply with procurement law requirements, as appropriate. Once the RFP is completed, it is solely awarded by the Lead Agencies Board of Trustees at a public meeting. These solicitation requirements also meet the requirements specified in Texas Educ. Code § 44, Texas Local Gov’t. Codes § 262 and 271, and in the case of job order contracts, Texas Government Code § 2269, and Federal Regulations

	<p>Code 24 CFR 85.36. They also meet all cooperative requirements of the EDGAR/Uniform Guidance/2 CFR 200 as interpreted by the US Department of Education. Most solicitations provide for multiple awards for the vendor price agreements. Vendor agreement/contract awards are made when scoring is completed pursuant to a delegation of authority by the Lead Agency Board of Directors and reported to the Board at regular scheduled monthly meetings held in compliance with their Open Meetings Act.</p> <p>The OMNIA Partners contract will allow the District to fulfill the customer service, surveys, and public interaction needs of the Communications Department efficiently and effectively and complies with school district bidding requirements. The OMNIA Partners cooperative purchasing contract has renewal options through December 2024. Should either contract not be renewed for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract, or an alternate procurement method.</p> <p><u>Background</u></p> <p>Expenditures in 2022-23 were \$237,000. Expenditures will not exceed \$192,800 through June 30, 2024, and funding is included in the budget.</p>
Requested By:	Beth Martinez, Deputy Superintendent Bryan Guinn, Chief Financial Officer
Vendor:	K12 Insight Technology and Communication Services
Budget Sources:	General Fund (100%)
Amount:	Not to exceed \$192,800 through June 30, 2024
Buyer:	Doris Emeka
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	N/A
Number of vendors downloaded the solicitation:	N/A
Number of responses received:	N/A
Number of "no bid" responses received:	N/A
Length of commitment:	Through June 30, 2024
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:	May 1, 2023
Solicitation No.:	RFP 18-053ES
References:	District Goal 5
Description:	<p>Website and Mass Notification System Renewal</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of website hosting, an accessibility tool, and mass notification system from Finalsite, formerly Blackboard Inc., in an amount not to exceed \$1,080,888, and authorization for the Superintendent to negotiate and execute the agreement through June 2028.</p> <p><u>Summary</u></p> <p>On June 18, 2018, the Board approved the purchase of a website hosting and mass notification system through RFP 18-053ES, which expires on June 30, 2023. The number of vendors contacted was 7,424 and seven (7) vendors responded to RFP 18-053ES. An evaluation team comprised of Fort Bend ISD staff members from the Information Technology Services and Business and Finance Departments evaluated the proposals.</p> <p>The vendor was selected by the evaluation team because they represent the best overall value for the District. The District applied the “Best Value” process in selecting the suppliers to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition district policies. This request seeks Board approval to execute one (1) of the two remaining (5) five-year renewals. Through this contract, the District maintains the existing website and mass notification system for the District.</p> <p>The system has provided the District with the ability to create one message and publish it simultaneously across every channel and device including voicemail, text, email, social media, and the web. As a result, the website and mass notification system provides staff and stakeholders with access to a faster, more streamlined messaging service.</p> <p>Blackboard was purchased by Finalsite in September 2022 and is the current host of the District’s public-facing websites and mass notification system. Fort Bend ISD intends to remain on the Blackboard platform and not transition to Finalsite’s Composer solution until the product is proven to meet the District’s website requirements and has the appropriate migration tools for the District. Otherwise, the migration to the new web platform will result in a significant and labor-intensive project for the District to incur.</p> <p><u>Background</u></p>

	Expenditures in 2021-22 were \$373,066. Expenditures will not exceed \$1,080,888 through June 2028. Funding is included in the budget.
Requested By:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
Vendor:	Finalsite, Inc.***
Budget Sources:	General Fund (100%)
Amount:	Not to exceed total of \$1,080,888 through June 2028
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	N/A
Number of vendors downloaded the solicitation:	N/A
Number of responses received:	N/A
Number of "no bid" responses received:	N/A
Length of commitment:	Through June 2028
Last solicitation date:	2018
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:	May 1, 2023
Solicitation No.:	22-002AR The Interlocal Purchasing System
References:	District Goal 5
Description:	<p>Contract Increase for Gates and Doors Products, Service, and Installation</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval to increase the existing contract awarded under 22-002AR Gates and Door Products, Service, and Installation by \$140,000 for a total expenditure amount of \$376,000. This increase will allow the District to continue purchasing gates and door products, service, and installation for the duration of the contract period, which ends December 31, 2024.</p> <p><u>Summary</u></p> <p>The Facilities Department is requesting an expenditure increase to continue purchasing maintenance and repairs on gate and door products. The current Board approval has eighteen months remaining; however, there are not enough funds for the continued maintenance of gates and doors.</p> <p>As a result of an increase in campus security awareness and new State regulations, there has been a 117% increase in door and gate maintenance. Furthermore, all of the checks of exterior doors are beginning to fatigue the latching mechanisms, causing premature failure. The original budget for doors and gates will be depleted by the end of the current calendar year. The approval of this request will enable the district to maintain the security of our campuses and create a secure and safe learning environment for all students and staff.</p> <p>On December 13, 2021, the Board approved the initial expenditure amount of “not to exceed \$236,000 through 2024”. The Facilities Department is requesting a contract increase for gates and doors products, service, and installation in the amount of \$140,000 to meet the needs of the Maintenance Department through December 2024.</p> <p>The purpose of this contract is to request approval under Chapter 44, §44.031(a) of the Texas Education Code, or Chapter 791, Interlocal Cooperation Act, and Board Policies CH (LEGAL) CH (LOCAL) purchasing and acquisition of goods and services. The Board of Trustees is required to approve proposal awards valued at \$50,000.00 or greater.</p> <p>Under the authority granted in the Texas Government Code §791.001 The Interlocal Cooperation Act et seq as amended, allows local governments like Fort Bend ISD the ability to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with other local</p>

governments and agencies of the state to perform governmental administrative functions. Government Entity is defined in the Texas Government Code §791.001-791.029 (3) Governmental functions and services means all or part of a function or service in any of the following areas: (N) other governmental functions in which the contracting parties are mutually interested, (4) defines "Local government" to mean a: (A) county, municipality, special district, junior college district, or other political subdivision of this state or another state; and subparagraph (5) "Political subdivision" includes any corporate and political entity organized under state law.

Local Government Code § 271.102, Cooperative Purchasing Program Participation (a) A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. Government Code § 791.025 (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services. Once a school district has determined that a local cooperative purchasing program will afford the district the best value, it need not follow any specific competitive procurement process.

This is a cooperative contract through The Interlocal Purchasing System, (TIPS) a national purchasing cooperative that offers legal procurement, and contract solutions to meet government purchasing requirements. TIPS pools the purchasing power of public agencies, achieves bulk volume discounts on behalf of these public agencies. Contracts may only be used by governmental entities, such as school districts, charter schools, colleges and universities, municipalities, counties, other government agencies, and nonprofits.

TIPS is under the auspicious of the Region 8 Educational Support Center (ESC) serving in the role as the Lead Agency. Region 8 ESC located in Pittsburgh, Texas and is one of 20 Regional Education Service Centers within Texas that assists school districts in improving student performance and increasing the efficiency and effectiveness of school operations, as commissioned by the Texas State Legislature, and was formed under Section 791.

TIPS procures and awards all vendor contracts comply with procurement law requirements, as appropriate, specified in Texas Educ. Code § 44, Texas Local Gov't. Codes § 262 and 271, and in the case of job order contracts, Texas Government Code § 2269, and Federal Regulations Code

	<p>24 CFR 85.36 and other applicable federal "EDGAR" regulations, 2 CFR Part 200, as interpreted by the US Department of Education. Most solicitations provide for multiple awards for the vendor price agreements. Vendor agreement/contract awards are made when scoring is completed pursuant to a delegation of authority by the Region 8 Board of Directors and reported to the Board at regular scheduled monthly meetings held in compliance with the Texas Open Meetings Act.</p> <p>The laws of many states throughout the nation permit interlocal cooperation and interlocal agreements with other public entities in the United States. Each solicitation contains language, which advises all vendors that the subsequent contract may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction "Joint Powers Authority" which awards the contract based on a competitive solicitation and thorough evaluation process.</p> <p><u>Background</u></p> <p>Expenditures in 2021-22 were \$24,007. Expenditures year-to-date are \$153,776. The contract balance remaining under the current Board authorization is \$78,324. Expenditures are not expected to exceed \$376,000 through December 2024. Funding for the increase of \$140,000 is included in the budget.</p>
Requested By:	Christopher Juntti, Interim Chief Operations Officer Bryan Guinn, Chief Financial Officer
Vendors:	ABC Doors***
Budget Sources	General Fund
Amount:	Increase of \$140,000; Not to exceed total \$376,000 through December 2024
Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by FBISD:	N/A
Number of vendors downloaded the solicitation:	N/A
Number of responses received:	N/A
Number of "no bid" responses received:	N/A
Length of commitment:	Through December 2024
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	N/A

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

For: Fort Bend ISD Board of Trustees
Date: May 1, 2023
Action: Review: Job Order Contracting (JOC)
Services for First Colony Middle School
(PKG059)
References: Board Policy CVF (Legal)
District Goal 5
Department: Operations

Recommendation

Consideration and approval of a construction services agreement with Job Order Contractor (JOC) JR Thomas Group to perform necessary repairs and controls upgrades at First Colony Middle School (PKG059), for a not-to-exceed construction cost of \$950,000, and authorization for the Superintendent to negotiate and execute the contract documents.

Summary

On December 17, 2018, the FBISD Board of Trustees approved all project budgets for the 2018 Bond Program. At the same meeting, the Board approved a Job Order Contracting (JOC) pool of five contractors to provide both bond and non-bond services to the District. JR Thomas Group was included as one of the selected firms.

On October 17, 2022, the BOT approved the project budget for PKG059 to replace the domestic water pipe at First Colony Middle School.

Staff is requesting approval to proceed with JR Thomas Group as the selected JOC to execute the work under PKG 059 First Colony Middle School Domestic Water Pipe Replacement.

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 Contract	Package #	Description	Construction Budget
JR Thomas Group	PKG059	FCMS - domestic water pipe replacement	\$950,000

The attached Exhibit 1 provides the detailed construction budget for PKG059.

Negotiated contract amounts will be funded within PKG059 First Colony Middle School Domestic Water Pipe Replacement.

Upon Board approval, staff will negotiate the contract for First Colony Middle School domestic water pipe replacement with JR Thomas Group.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Steve Bassett
Deputy Superintendent

Chris Juntti
Chief Operations Officer (Interim)

Package 59 - First Colony MS Water Line 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
First Colony Middle School	\$100,000	\$10,000	\$45,000	\$950,000	\$95,000	\$0	\$0	\$0	\$0	\$1,200,000
TOTAL:	\$100,000	\$10,000	\$45,000	\$950,000	\$95,000	\$0	\$0	\$0	\$0	\$1,200,000

BOT Meeting:	May 1, 2023
Solicitation No.:	23-063AC Central Texas Purchasing Alliance
References:	District Goal 5
Description:	<p>Athletic Media Services</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the purchase of Athletic Media Services through the Central Texas Purchasing Alliance contract from Vype Media in an amount not-to-exceed \$234,850 and authorization for the Superintendent to negotiate and execute the agreement through April 2026.</p> <p><u>Summary</u></p> <p>The purpose of this contract is to request approval under Chapter 44, §44.031(a) of the Texas Education Code, or Chapter 791, Interlocal Cooperation Act, and Board Policies CH (LEGAL) CH (LOCAL) purchasing and acquisition of goods and services. The Board of Trustees is required to approve proposal awards valued at \$50,000.00 or greater.</p> <p>Under the authority granted in the Texas Government Code §791.001 The Interlocal Cooperation Act et seq as amended, allows local governments like Fort Bend ISD the ability to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with other local governments and agencies of the state to perform governmental administrative functions.</p> <p>Local Government Code § 271.102, Cooperative Purchasing Program Participation (a) A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. Government Code § 791.025 (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services. Once a school district has determined that a local cooperative purchasing program will afford the district the best value, it need not follow any specific competitive procurement process.</p> <p>This agreement will allow all student athletes the opportunity to be recognized and showcased in print, digital, and social media. VYPE MEDIA is a portfolio of integrated companies at the nexus of high school and youth sports. Using the expertise of the VYPE portfolio, VYPE differentiates their content, services, technology, events, and</p>

consumer products to develop the most creative and innovative youth sports experience.

VYPE MEDIA produces, collects, packages, and distributes data, statistics, scores, editorials, photography, and video for amateur sports competitions on multiple media platforms that engage fans through a unique experience. This collaboration provides our Fort Bend ISD student athletes with exposure and visibility with opportunities to play at the collegiate level. In addition, this partnership allows Fort Bend ISD athletics to reach out to elementary and middle school students to foster and garner future participation and excitement at the high school level.

The Central Texas Purchasing Alliance cooperative purchasing contract complies with school district bidding requirements and will allow the District to enhance media for all Fort Bend ISD athletic programs.

Renewal options are available through April 2026. Should either 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.

Background

This is a cooperative contract through Aldine ISD, a member of the Central Texas Purchasing Alliance (CTPA). The CTPA is a statewide purchasing cooperative that offers legal procurement, and contract solutions to meet government purchasing requirements. They are a nonprofit established by local governments to assist public agencies in reducing the cost of purchased goods. There are currently over 175 school districts participating in this consortium. There are no costs or fees to any local agency to participate in this consortium.

The CTPA pools the purchasing power of their members to achieve bulk volume discounts. These competitively bid contracts are obtained through a lead public agency in accordance with their public purchasing rules and regulations. CTPA members who are acting as the Lead Agency are a public governmental entity.

Staff at the Lead Agency is responsible for completing the competitive government procurement process. The Lead Agency utilizes their standard templates, which are reviewed and updated by their legal counsel to comply with procurement law requirements, as appropriate. Once the public solicitation is completed, it is solely awarded by the Lead Agencies Board of Trustees at a public meeting. These solicitation requirements also meet the requirements specified in Texas Educ. Code § 44, Texas Local Gov't. Codes § 262 and 271, and in the case of job order contracts, Texas Government Code § 2269, and Federal Regulations Code 24 CFR 85.36. They also meet all cooperative requirements of the EDGAR/Uniform Guidance/2 CFR 200 as interpreted by the US Department of Education. Most solicitations

	<p>provide for multiple awards for the vendor price agreements. Vendor agreement/contract awards are made when scoring is completed pursuant to a delegation of authority by the Lead Agency Board of Directors and reported to the Board at regular scheduled monthly meetings held in compliance with their Open Meetings Act.</p> <p>The CTPA contract will allow the District to fulfill its athletic media services needs efficiently and effectively and complies with school district bidding requirements. The CTPA cooperative purchasing contract has renewal options through 2026. Should the contract not be renewed for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract, or an alternate procurement method.</p> <p>Expenditures in 2021-22 were \$49,750 for these services. Expenditures will not exceed \$234,850 through April 2026. Funding is included in the budget.</p>
Requested By:	Kwabena Mensah, Chief of Schools Bryan Guinn, Chief Financial Officer
Vendor:	Vype Media, LLC***
Budget Sources:	General Fund (100%)
Amount:	Not to Exceed \$234,850 through April 2026
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	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 April 2026
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:	May 1, 2023
Solicitation No.:	RFP 23-004KB-03
References:	District Goal 5
Description:	<p>Fine Arts Consultants and Clinicians (Supplemental)</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the purchase of Fine Arts consultant and clinician services and authorization for the Superintendent to negotiate and execute the agreements through January 2028.</p> <p><u>Summary</u></p> <p>On January 23, 2023, the Board approved RFP 23-004KB Fine Arts Consultants and Clinicians, in an amount not to exceed \$2,500,000 through January 2028. Eighty-three (83) vendors were awarded for their services.</p> <p>On February 13, 2023, the Board approved RFP 23-004KB-01 Fine Arts Consultants and Clinicians (Supplemental). Eighteen (18) vendors were awarded for their services.</p> <p>On March 27, 2023, the Board approved RFP 23-004KB-02 Fine Arts Consultants and Clinicians (Supplemental). Fifty-four (54) vendors were awarded for their services.</p> <p>On December 20, 2022, Fort Bend ISD issued a supplemental RFP 23-004KB-03 Fine Arts Consultants and Clinicians. The purpose of this action was to add additional vendors to the list of previously approved vendors. The originally approved length of commitment and authorized expenditure amount does not change.</p> <p>The Business and Finance Department in conjunction with the Fine Arts Department conducted a supplemental Request for Proposal (RFP) to add vendors to the authorized list to ensure the District has a comprehensive set of resources that align with the District's Fine Arts instructional programs. The RFP process is new for the Fine Arts Consultants and Clinicians. This supplemental solicitation will ensure that all vendors have the opportunity to submit proposals.</p> <p>The proposal requested vendors to provide services that include, but are not limited to, piano accompaniment for choirs, elementary music programs and musical theatre productions, as well as instrumental and vocal soloists.</p> <p>Other services provided will include the following:</p> <ul style="list-style-type: none"> • Choreographing movements and equipment work for dance, color guard, and winter guard programs

	<ul style="list-style-type: none"> • Instrumental coaching for band and orchestra programs • Vocal coaching for choral music and elementary music • Providing consultant and clinician services for band, choir, orchestra, dance, and theatre • Supplying marching band program coordination, drill writing, music arranging, percussion arranging, and electronic sound design • Sewing and altering uniforms for bands, choirs, orchestras, color guards, dancers, and theatre costumes • Hiring marching band, color guard, and percussion technicians • Delivery of one-act play clinics • Designing in-house lighting and sound system configurations for theatrical productions • Hiring staff to host, work, and implement Fort Bend ISD summer art, theatre, music, and student leadership camps. <p>Throughout the school year, vendors will also provide a host of other products and services that support delivery of instruction, including concert, production, and competition preparation, as well as required Fine Arts professional learning.</p> <p><u>Background</u></p> <p>Expenditures for FY 2021-22 were \$415,937. Expenditures are not expected to exceed \$2,500,000 through January 2028. Funds for clinician/consultant services are included annually within the Fine Arts budget and allocated on a campus/program basis.</p>
Requested By:	Brett Lemley, Assistant Superintendent for Secondary Education Bryan Guinn, Chief Financial Officer
Vendors:	Aaron Brown Aaron Martin Al Williams Alexander Bruce Alexander Kaminsky Amy Moore Andres Aya Apex Cheer Arnoldo Hernandez Ashley Johnson Smith BK Goodman Bret Kuhn Brian Stevens Caitlin Mehrtens Chelsea Casner Chris Williams Dennisse Reyes Deonte Majors Derrick Walker Derrick Williams

	Eloy Salgado Emily Klein Ezekiel Morgan H. Russ Brown Ivan De La Cruz James Maloy Jeremy Seneca Jerin Fuller Juan Garza Voice Studio Katie McAninch Lilian Arnosky Melissa Compian Melissa Robinson Michelle Leagans Mitchell Rogers Rachel Harrah Rachel Smith Rebecca Tann Reid Atkinson Reid Ronsonette Samantha Arizpe Scott Bush Scott Dupre Shawnre Tieuel Sheri Lindsey Sound Dad Studios LLC Stephen Morris Stephen Rougeau The Ensemble Theatre Thomas Odenheimer Traci Carpenter Tyson Salinas Whylan Rucker
Budget Sources:	General Fund Activity Funds
Amount:	Not to exceed \$2,500,000 through January 2028
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by FBISD:	1600
Number of vendors downloaded the solicitation:	92
Number of responses received:	55, 1 Disqualified
Number of "no bid" responses received:	1
Length of commitment:	Through January 2028
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

RFP 23-004KB-03 Fine Arts Consultants and Clinicians (Supplemental)

	Evaluation Criteria	Point System
1	Purchase Price <ul style="list-style-type: none"> Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD 	25 points
2	Reputation of the Vendor and of the Vendor's Goods or Services <ul style="list-style-type: none"> References 	5 points
3	Quality of the Vendor's Goods or Services Qualifications/Experience: <ul style="list-style-type: none"> Bachelor, Master, or Doctoral degree specifically related to the artistic discipline; or minimum five years' experience performing or working in the activity for which services are provided Certifications as appropriately related to the discipline of interest and the services rendered Industry expertise or experience in the related artistic discipline 	25 points
4	Extent to Which the Goods or Services Meet the District's Needs <ul style="list-style-type: none"> Services or goods offered align with scope requirement School district or campuses serviced 	20 points
5	Vendor's Past Relationship with the District For reference, the vendor shall list the following: <ul style="list-style-type: none"> Past projects or contracts similar service vendor has had with the district Past projects or contracts similar service vendor has had with any K-12 	5 points
6	Long-Term Cost to the District to Acquire the Vendor's Goods or Services	10 points
7	Vendor's Principal Place of Business is in the State of Texas or Employs 500 People in this State	0 points
8	Insurance Requirements Certificate of Insurance as requested in the solicitation: Hold Harmless	Pass/Fail
9	Service Agreement <ul style="list-style-type: none"> 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

Tabulation Summary
RFP 23-004KB-03 Fine Arts Consultants and Clinicians

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Arnoldo Hernandez	25.00	2.00	25.00	20.00	5.00	10.00	10.00	97.00	1
Eloy Salgado	16.67	2.00	25.00	20.00	5.00	6.67	10.00	85.34	2
Deonte Majors	15.63	2.00	25.00	20.00	5.00	6.25	10.00	83.88	3
Alexander Kaminsky	15.63	1.00	25.00	20.00	5.00	6.25	10.00	82.88	4
Stephen Rougeau	13.89	1.00	25.00	20.00	5.00	5.56	10.00	80.45	5
Juan Garza Voice Studio	11.57	4.00	25.00	20.00	5.00	4.63	10.00	80.20	6
Thomas Odenheimer	11.57	4.00	25.00	20.00	5.00	4.63	10.00	80.20	7
Stephen Morris	12.50	2.00	25.00	20.00	5.00	5.00	10.00	79.50	8
Tyson Salinas	12.50	2.00	25.00	20.00	5.00	5.00	10.00	79.50	8
Sheri Lindsey	12.50	1.00	25.00	20.00	5.00	5.00	10.00	78.50	9
Scott Bush	10.00	3.00	25.00	20.00	5.00	4.00	10.00	77.00	10
Derrick Walker	12.50	1.00	25.00	20.00	5.00	3.33	10.00	76.83	11
Dennisse Reyes	11.16	1.00	25.00	20.00	5.00	4.46	10.00	76.62	12
Chris Williams	10.42	2.00	25.00	20.00	5.00	4.17	10.00	76.59	13
Caitlin Mehrrens	8.33	4.00	25.00	20.00	5.00	3.33	10.00	75.67	14
Ivan De La Cruz	8.33	4.00	25.00	20.00	5.00	3.33	10.00	75.67	14
Whylan Rucker	8.33	4.00	25.00	20.00	5.00	3.33	10.00	75.66	15
Andres Aya	10.42	1.00	25.00	20.00	5.00	4.17	10.00	75.59	16
Apex Cheer	10.00	1.00	25.00	20.00	5.00	4.00	10.00	75.00	17
Michelle Leagans	8.33	3.00	25.00	20.00	5.00	3.33	10.00	74.67	18

Tabulation Summary
RFP 23-004KB-03 Fine Arts Consultants and Clinicians

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Mitchell Rogers	8.33	3.00	25.00	20.00	5.00	3.33	10.00	74.67	18
Samantha Arizpe	8.33	3.00	25.00	20.00	5.00	3.33	10.00	74.67	18
Aaron Martin	10.00	0.50	25.00	20.00	5.00	4.00	10.00	74.50	19
Melissa Robinson	9.62	1.00	25.00	20.00	5.00	3.85	10.00	74.46	20
Jeremy Seneca	9.38	1.00	25.00	20.00	5.00	3.75	10.00	74.13	21
Amy Moore	8.33	2.00	25.00	20.00	5.00	3.33	10.00	73.66	22
Bret Kuhn	8.33	2.00	25.00	20.00	5.00	3.33	10.00	73.67	23
Scott Dupre	8.33	2.00	25.00	20.00	5.00	3.33	10.00	73.67	23
H. Russ Brown	8.33	2.00	25.00	20.00	5.00	3.33	10.00	73.67	23
Lilian Arnosky	8.33	2.00	25.00	20.00	5.00	3.33	10.00	73.67	23
Rebecca Tann	8.33	2.00	25.00	20.00	5.00	3.33	10.00	73.66	24
Reid Ronsonette	8.33	2.00	25.00	20.00	5.00	3.33	10.00	73.67	25
Derrick Williams	7.35	3.00	25.00	20.00	5.00	2.94	10.00	73.29	26
James Maloy	7.81	2.00	25.00	20.00	5.00	3.13	10.00	72.94	27
Chelsea Casner	6.25	4.00	25.00	20.00	5.00	2.50	10.00	72.75	29
Emily Klein	6.25	4.00	25.00	20.00	5.00	2.50	10.00	72.75	29
Alexander Bruce	8.33	1.00	25.00	20.00	5.00	3.33	10.00	72.67	30
BK Goodman	8.33	1.00	25.00	20.00	5.00	3.33	10.00	72.67	30
Katie McAninch	8.33	1.00	25.00	20.00	5.00	3.33	10.00	72.67	30
Rachel Harrah	8.33	0.50	25.00	20.00	5.00	3.33	10.00	72.17	31

Tabulation Summary
RFP 23-004KB-03 Fine Arts Consultants and Clinicians

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Shawnre Tieuel	7.69	1.00	25.00	20.00	5.00	3.08	10.00	71.77	32
Aaron Brown	6.25	3.00	25.00	20.00	5.00	2.50	10.00	71.75	33
Al Williams	6.25	3.00	25.00	20.00	5.00	2.50	10.00	71.75	33
Rachel Smith	7.41	1.00	25.00	20.00	5.00	2.96	10.00	71.37	34
Melissa Compian	6.67	2.00	25.00	20.00	5.00	2.67	10.00	71.33	35
The Ensemble Theatre	6.67	2.00	25.00	20.00	5.00	2.67	10.00	71.33	35
Ezekiel Morgan	7.14	1.00	25.00	20.00	5.00	2.86	10.00	71.00	36
Ashley Johnson Smith	6.25	2.00	25.00	20.00	5.00	2.50	10.00	70.75	37
Brian Stevens	6.25	2.00	25.00	20.00	5.00	2.50	10.00	70.75	37
Jerin Fuller	5.00	3.00	25.00	20.00	5.00	2.00	10.00	70.00	38
Reid Atkinson	5.00	3.00	25.00	20.00	5.00	2.00	10.00	70.00	38
Sound Dad Studios LLC	5.00	3.00	25.00	20.00	5.00	2.00	10.00	70.00	38
Traci Carpenter	5.00	3.00	25.00	20.00	5.00	2.00	10.00	70.00	38
Culivated Connectons Design and Consulting LLC	2.00	2.00	25.00	20.00	5.00	0.80	10.00	64.80	39
The Line Up	7.14	1.00	18.75	15.00	3.75	2.86	10.00	58.50	40

For: Fort Bend ISD Board of Trustees
Date: May 1, 2023
Action: Review: PKG005 Madden
Elementary School Underground
Storm and Sanitary Leak Repairs
References: Board Policy CV (Local)
District Goal 5
Department: Operations

Recommendation

Consideration and approval of a construction services agreement with Job Order Contractor (JOC) E Contractors to perform the necessary underground storm and sanitary leak repairs under (PKG005) for a not-to-exceed amount of \$650,000, and authorization for the Superintendent to negotiate and execute or terminate the agreements.

Summary

The foundation repairs at Madden Elementary School were originally identified under the Facility Assessment with Phase 1 partially funded under Bond 2018.

The scope of work approved under Bond 2018 provided Madden Elementary School with the first phase of the necessary foundation repairs, which includes geotechnical testing, hydrostatic testing and elevations surveys in order to obtain detailed information on the condition of the foundation.

Underground leaks in the storm and sanitary lines have been identified through hydrostatic testing, consequently triggering the need for immediate correction to avoid any further water intrusion into the soil.

Staff is requesting approval to proceed with E Contractors as the selected JOC to execute the work under PKG005 Madden Elementary Underground Storm and Sanitary Repairs.

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:

Package Number	Description	Construction Budget
PKG005	Madden Elementary School Underground Storm and Sanitary Leak Repairs	\$650,000

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

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Christopher Juntti
Chief Operations Officer (Interim)

Package 05 - Madden Elementary Classroom Addition

EXHIBIT - 1

	A	B	C	D	E	F	G	H	I	TOTAL
Description	A/E Design Fees & Reimbursables	Design Contingency	Other Professional Services	Construction	Construction Contingency	FF&E	Site Development	Admin & Other Project Costs	Project Contingency	
MADDEN ELEMENTARY SCHOOL-ES46	\$221,282	\$0	\$686,996	\$4,225,355	\$226,814	\$373,354		\$11,818	\$0	\$5,745,619
TOTAL:	\$221,282	\$0	\$686,996	\$4,225,355	\$226,814	\$373,354		\$11,818	\$0	\$5,745,619

BOT Meeting:	May 1, 2023
Solicitation No.:	RFP 23-027ED
References:	District Goal 5
Description:	<p>Medical Plan Administration and Flexible Spending Account (FSA) Administration</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the purchase of Medical Plan and Flexible Spending Account (FSA) Administration services from UnitedHealthcare (UHC) and authorization for the Superintendent to negotiate and execute the agreements through December 2028. The expenditure amount is dependent on employee participation.</p> <p><u>Summary</u></p> <p>On December 4, 2022, Fort Bend ISD issued RFP 23-027ED Medical Plan Administration and Flexible Spending Account (FSA) Administration. The District reviews the performance, participation, and cost of benefits prior to the contract renewals to ensure plans continue to meet the needs of the employees.</p> <p>The District received six (6) submissions for Flexible Spending Account Administration and five (5) submissions for Medical Plan Administration. An evaluation team comprised of Fort Bend ISD staff members from the Benefits and Wellness Committee, Business and Finance Department, and the Benefits and Wellness Department reviewed and evaluated the proposals.</p> <p>The vendor was selected by the evaluation team because they represent the best overall value for the District. The District applied the “Best Value” process in selecting the suppliers to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition district policies. Vendors were evaluated based upon the anticipated cost to the District, reputation, quality of programs offered, the extent to which the programs met the District's needs, the strength of the management team, the cost effectiveness of the network, and the medical care management programs offered.</p> <p>After an initial evaluation of the proposals, and in collaboration with the District's benefits consultant, Gallagher, the committee narrowed the pool to United Healthcare and Blue Cross/Blue Shield. Based upon the results of the best and final offer from the two finalists and the best value evaluation of the committee, the recommendation is to continue the District's partnership with United Healthcare for both plan administration and the FSA component.</p> <p>For FSA Administration, the District opted to partner with United Healthcare. While lower pricing could be achieved by selecting a</p>

	<p>different vendor, administration of this service inclusive of the medical carrier allows for easier administration.</p> <p>The potential for claims denial or payment holds on an FSA account is lower when the FSA administration is managed by the medical carrier. Through an integrated claims review process and customer service platform, a carve-in model allows for an improved overall member experience and supports ease of administration for the District. The quality of services and the vendor’s past relationship with the District were also important factors when selecting a vendor.</p> <p>As part of UnitedHealthcare’s best and final offer, the District will receive an increased wellness allowance of \$600,000 on an annual basis, an annual budget of \$10,000 for auditing purposes, and operation performance guarantees with \$670,000 at risk.</p> <p><u>Background</u></p> <p>In May 2020, the Board approved contracting with UnitedHealthcare for a three (3) year agreement with two (2) additional one-year (1) renewal options. Due to the need to re-evaluate the medical plan, the decision was made to conduct a new RFP one (1) year prior to the original terms of the contract. The District intends to revisit the contract at each renewal period to analyze performance and pricing. If it is determined that proceeding with the renewal is not in the best interest of the District, staff will issue a new RFP and obtain new Board approval.</p> <p>To develop the employee benefits packages in time for the open enrollment period, the RFP is conducted prior to the benefits year and is normally recommended for approval in late spring. The Administration services contract aligns with the benefit year, which is January 1st through December 31st.</p> <p>Expenditures for the benefit plan year 2022 were \$5,397,174. Expenditures are not expected to exceed \$19,715,626 through December 2028, but will fluctuate based on medical enrollment participation.</p>
Requested By:	Glenda Johnson, Chief Human Resource Officer Bryan Guinn, Chief Financial Officer
Vendors:	United Healthcare (UHC) ***
Budget Sources:	Healthcare Fund
Amount:	Not to exceed \$19,715,626 through December 2028
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by FBISD:	6
Number of vendors downloaded the solicitation:	29
Number of responses received:	6
Number of “no bid” responses received:	2
Length of commitment:	Through December 2028

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*

**RFP 23-027ED-Medical Plan Administration and Flexible Spending Account (FSA)
Administration**

	Evaluation Criteria	Point System
1	Purchase Price <ul style="list-style-type: none"> • Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD • Pricing will be calculated using the Pricing Schedule in the Workbook provided 	35 points
2	Reputation of the Vendor and of the Vendor's Goods or Services <ul style="list-style-type: none"> • 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 goods or services • Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section) 	5 points
3	Quality of the Vendor's Goods or Services <ul style="list-style-type: none"> • Responsiveness to the District's contract terms, banking arrangements and timelines • Claims processing • Experience and Qualifications of the Client team • Experience and Qualifications of the Customer Service team 	5 points
4	Extent to Which the Goods or Services Meet the District's Needs <ul style="list-style-type: none"> • Size and coverage of Networks and Customer Service • Performance Standards and Guarantees • Vendors must meet these expectations to be considered for the recommendation • Negative Regulatory Actions/Settlements 	30 points
5	Vendor's Past Relationship With the District For reference, the vendor shall list the following: <ul style="list-style-type: none"> • Past projects or contracts similar service vendor has had with the district • Past projects or contracts similar service vendor has had with any K-12 Districts similar size or larger • Past projects or contracts similar service vendor has had with any business or universities the size of our district 	5 points
6	Long-Term Cost to the District to Acquire the Vendor's Goods or Services <ul style="list-style-type: none"> • Warranty, setup fee, maintenance or other fees, and other added costs. 	15 points
7	Vendor's Principal Place of Business in the State of Texas or Employs 500 People in this State.	0 points
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	Service Agreement <ul style="list-style-type: none"> • 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. • Ability to service our accounts with proper staff and insurance requirements. 	5 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

Tabulation Summary

RFP 23-027ED Medical Plan Administration

Vendor	Purchase Price (35 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (5 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (30 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (15 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (5 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
UnitedHealthcare	35.00	3.90	4.33	25.67	4.67	15.00	3.00	91.57	1
Blue Cross Blue Shield of Texas	34.90	2.00	4.33	24.50	4.00	14.73	4.00	88.46	2
Aetna	32.94	1.80	3.67	20.67	3.83	14.16	4.00	81.07	3
Cigna	33.52	1.00	3.50	19.33	3.67	14.39	3.00	78.41	4
TML Health Benefits Pool	34.12	1.00	2.67	13.17	2.17	14.85	4.00	71.98	5

RFP 23-027ED Flexible Spending Account Administration

Vendor	Purchase Price (35 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (5 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (30 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (15 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (5 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking 80
Blue Cross Blue Shield of Texas	35.00	2.00	4.33	24.50	4.00	15.00	4.00	88.83	1
UnitedHealthcare	23.73	3.90	4.33	25.67	4.67	10.17	3.00	75.47	2
Total Administrative Services Corporation (TASC)	28.00	2.60	3.67	19.67	3.33	12.00	3.00	72.27	3
Aetna	23.73	1.80	3.67	20.67	3.83	10.17	4.00	67.87	4
Cigna	17.99	1.00	3.50	19.33	3.67	7.71	3.00	56.20	5
TML Health Benefits Pool	18.91	1.00	2.67	13.17	2.17	8.10	4.00	50.02	6

For: Fort Bend ISD Board of Trustees
Date: May 1, 2023
**Action: Consideration and Approval: Fort Bend
ISD 2023 – 24 Annual Professional
Learning Plan**
References: Board Policy DMA (Legal, Local)
Department: Deputy Superintendent

Recommendation

The Administration is seeking Board approval of the 2023 – 24 Annual Professional Learning Plan.

Summary

Policy DMA Local requires that the Board of Trustees annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District’s professional development plan. This plan supports Board Goal 3 which prioritizes the recruitment, development, and retention of high-quality teachers and staff.

The [SBEC clearinghouse](#) articulates required training on seven topics included in Senate Bill 1267 including:

- Suicide prevention,
- Strategies for Maintaining positive relationships among students, including conflict resolution,
- Preventing, identifying, responding to, and reporting incidents of bullying,
- Safety training program,
- Increasing awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children,
- Increasing awareness and implementation of trauma-informed care, and
- Administration of an epinephrine auto-injector.

In addition to the required training from Senate Bill 1267, the clearinghouse provides links to other documents that outline additional required training for district employees.

The attached 2023 – 24 Annual Professional Learning Plan provides a schedule of the required professional learning for all employees aligned to the SBEC clearinghouse. In addition to these learning requirements, all FBISD staff engage in required and optional learning throughout the year to support the implementation of District goals and priorities.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent



2023 – 24 Fort Bend ISD Annual Professional Learning Plan

The table below outlines the training that are required for all district employees per TASB and Senate Bill 1267 including the schedule for when courses are offered. The courses in **bold** reflect what is required by the SBEC Clearinghouse.

Types of Training

FBISD uses multiple training types to support implementation of the Annual Professional Learning Plan. Each type is defined below.

- *Required training – Annual learning an employee needs to be successful in implementing district priorities aligned to their job role. Job-embedded learning occurs throughout the school year and supports the implementation of required learning.*
- *Compliance training – Learning that is required by law for an employee to be able to fulfill the requirements of their job role.*
- *Optional training – Learning that an employee can seek out to advance district priorities while fulfilling their professional or personal growth.*

Job Role	State Required Training (SB1267, TASB)	TEA Required Frequency	Required Training <i>(Job-embedded learning indicated with JE)</i>	Compliance Training <i>(Annual Staff Training indicated with bold X)</i>	Optional Training
All Employees	Increasing Awareness of Issues Regarding Sexual Abuse, Sex Trafficking, and Other Maltreatment of Children	Required for all employees as part of new employee orientation at the beginning of the school year and for other employees in accordance with local policy.		X	
	Increasing Awareness and Implementation of Trauma-Informed Care	Job embedded or as part of a professional learning community, or annually.		X	
	Suicide Prevention	Job embedded or as part of a professional learning community, or annually.		X	
	Food Allergy Training <i>Staff members responsible for the direct care of a student with food allergies will receive specialized training from the school nurse</i>	As needed		X	
	Administration of an Epinephrine Autoinjector	Job embedded or as part of a professional learning community, or annually.		X	



Job Role	State Required Training (SB1267, TASB)	TEA Required Frequency	Required Training <i>(Job-embedded learning indicated with JE)</i>	Compliance Training <i>(Annual Staff Training indicated with bold X)</i>	Optional Training
All Employees <i>Continued</i>	Bloodborne Pathogens	Pre-service and annual refresher training as described in the TDSHS Exposure Control Plan.		X	
	Cybersecurity Training	Annually for the cybersecurity coordinator and on a schedule recommended by the district in consultation with the district cybersecurity coordinator.		X	
	Student Records	As needed		X	
	Emergency Operations Plan	As needed		X	
	Employee-on-Employee Harassment	Recommended annually or as needed and before the start of employment with the district.		X	84
	Recognizing Need for Mental Health and Substance Abuse Intervention	As needed		X	
	Americans with Disabilities Act <i>Also satisfies Employee Nondiscrimination training</i>	Recommended as needed		X	
	Seizure Recognition and Related First Aid Training	As needed		X	
The job roles below require the following additional training.					
All Campus Staff	Student-on-Student Bullying and Harassment	As determined by local policy.		X	
	Section 504 <i>Also satisfies Employee Nondiscrimination training</i>	Recommended before employees begin working with students with disabilities and as needed thereafter		X	

Job Role	State Required Training (SB1267, TASB)	TEA Required Frequency	Required Training <i>(Job-embedded learning indicated with JE)</i>	Compliance Training <i>(Annual Staff Training indicated with bold X)</i>	Optional Training
Teachers	Use of Restraint with Special Education Students	As needed and within 30 school days following the use of restraint by untrained personnel called upon to use restraint in an emergency.		X	
	Use of Time-Out with Special Education Students	As needed and within 30 school days of an employee being assigned the responsibility for implementing time-out.		X	
	Strategies for Establishing and Maintaining Positive Relationships Among Students, Including Conflict Resolution	In accordance with local policy.	X JE		X ⁸⁵
	General Education Teacher Implementing IEP	The district may determine the time and place at which the training is delivered.		X	
	Technology and Digital Learning	Optional staff development, as needed			X
Elementary Teachers (K-3)	Literary Achievement Academies for Teachers at Any Grade Level	Available for all teachers but required for teachers in K-3 grade levels and principals at campuses with K-3 grade levels. not later than the 2022-2023 school year. For teachers in K-3 grade levels and principals initially employed at campuses with K-3 grade levels for the 2022-2023 school year, by the end of the teacher's or principal's first year of placement in that grade level or campus.	X JE		

Job Role	State Required Training (SB1267, TASB)	TEA Required Frequency	Required Training <i>(Job-embedded learning indicated with JE)</i>	Compliance Training <i>(Annual Staff Training indicated with bold X)</i>	Optional Training
Gifted & Talented Teachers	Gifted and Talented (Initial 30 hours)	Prior to assignment as a teacher providing G/T instruction. Teachers who do not have the required initial training must complete the training within one semester of beginning to provide G/T instruction.		X	
	Gifted and Talented (annual update)	An additional six hours of professional development is required annually for G/T teachers.		X	
Secondary Teachers	Dating Violence	As needed		X	
Athletic Coaches	Safety Training Program	Job embedded or as part of a professional learning community, or annually.		X	86
	Steroids	As needed		X	
	Concussion Training for Employees	At least once every two years, and if a member of the concussion oversight team, then prior to appointment or approval as a member of the team.		X	
	CPR and First Aid	As needed to maintain current certification and within the time frames adopted by the district.		X	
	Automated External Defibrillators (AED)	As needed to maintain current certification in the use of an AED.		X	
High School Band Directors, Assistant Band Directors, Percussion Specialists, Dance Directors, Assistant Dance Directors	CPR and First Aid	As needed to maintain current certification and within the time frames adopted by the district.		X	

Job Role	State Required Training <i>(SB1267, TASB)</i>	TEA Required Frequency	Required Training <i>(Job-embedded learning indicated with JE)</i>	Compliance Training <i>(Annual Staff Training indicated with bold X)</i>	Optional Training
High School Band Directors, Assistant Band Directors, Percussion Specialists, Dance Directors, Assistant Dance Directors <i>(continued)</i>	Automated External Defibrillators (AED)	As needed to maintain current certification in the use of an AED.		X	
	Safety Training Program	Job embedded or as part of a professional learning community, or annually.		X	
Counselors	Gifted and Talented: Nature and Needs with Program Options	Counselors with authority for program decisions must have at least six hours of G/T professional development.	JE		
	College and Career Counseling Academy <i>(secondary counselors only)</i>	As developed and made available by The Center for Teaching and Learning at UT Austin.	JE		87
	Strategies for Establishing and Maintaining Positive Relationships Among Students, Including Conflict Resolution	In accordance with local policy.	X JE		X
Administrators	Student Discipline	At least once every three years.	X		
	Gifted and Talented: Nature and Needs with Program Options	Administrators with authority for program decisions must have at least six hours of G/T professional development.		X	
	Literary Achievement Academies for Teachers at Any Grade Level <i>(Elementary Administrators)</i>	Required for teachers in K-3 grade levels and principals initially employed at campuses with K-3 grade levels for the 2022-2023 school year, by the end of the teacher's or principal's first year of placement in that grade level or campus.	X JE		

Job Role	State Required Training (SB1267, TASB)	TEA Required Frequency	Required Training <i>(Job-embedded learning indicated with JE)</i>	Compliance Training <i>(Annual Staff Training indicated with bold X)</i>	Optional Training
Administrators <i>(continued)</i>	Teacher Appraisals	Before conducting appraisals.		X	
	Principal Training (Instructional)	As needed	JE		X
	Dating Violence	As needed	X		
	Student Searches	As needed		X	
	Title IX Training <i>Also satisfies Employee Nondiscrimination training</i>	As needed		X	
	Strategies for Establishing and Maintaining Positive Relationships Among Students, Including Conflict Resolution	In accordance with local policy.	X JE		X 88
Campus Assessment Lead	Test Administration Procedure Training	Annually, and as the test administration materials specify.		X	
	Texas English Language Proficiency Assessment System (TELPAS) Training	As needed		X	
Nurses	Seizure Recognition and Related First Aid Training <i>(specialized training for nurses)</i>	As needed		X	
	Traumatic Injury Response Training (Bleeding Control Station Training)	As needed		X	
	CPR and First Aid	As needed to maintain current certification and within the time frames adopted by the district.		X	
	Automated External Defibrillators (AED)	As needed to maintain current certification in the use of an AED.		X	
Police Department	School District Peace Officers and School Resource Officers	Before or within 180 days of the officer's commission by or placement in the district or a campus of the district.		X	

Job Role	State Required Training (SB1267, TASB)	TEA Required Frequency	Required Training <i>(Job-embedded learning indicated with JE)</i>	Compliance Training <i>(Annual Staff Training indicated with bold X)</i>	Optional Training
Police Department <i>(continued)</i>	Traumatic Injury Response Training (Bleeding Control Station Training)	As needed		X	
	Body Worn Camera Program for Certain Law Enforcement Agencies	Before a law enforcement agency operates a body worn camera program.		X	
Specialized Job Roles					
District Staff at DAEP	Disciplinary Alternative Education Program (DAEP)	As needed. Employees must receive training on established procedures for reporting abuse, neglect, or exploitation of students on an annual basis.	JE		
Adult Transition Service Coordinator	Transition and Employment Coordinator for Special Education Students	As the commissioner develops and makes available minimum training guidelines, with review at least once every four years.		X	
Dyslexia Teacher	Dyslexia Training for School Employees	As needed	X JE		
Parents/guardians of Students with Dyslexia and Related Disorders	Dyslexia Education for Parents	As needed			X
Title IX Coordinator	Title IX Sexual Harassment Training <i>(also required for designated individuals or decision-makers in formal complaint process)</i>	When an employee is designated and as needed thereafter.		X	
Concussion Oversight Team	Concussion Training for Volunteer Licensed Health Care Professional on Concussion Oversight Team	Prior to appointment or approval as a member of the concussion oversight team, at least once every two years.		X	
Campus Wellness Committee Leaders	Coordinated Health Program	As needed, based on the schedule adopted by TEA for regional education service centers		X	

Job Role	State Required Training <i>(SB1267, TASB)</i>	TEA Required Frequency	Required Training <i>(Job-embedded learning indicated with JE)</i>	Compliance Training <i>(Annual Staff Training indicated with bold X)</i>	Optional Training
Unlicensed Diabetes Care Assistant	Diabetes Training	Before the beginning of the school year or as soon as practicable following the enrollment of a student with diabetes at a campus that previously had no students with diabetes or a diagnosis of diabetes for a student at a campus that previously had no students with diabetes.		X	
Threat Assessment Teams & Safe and Supportive School Teams	Threat Assessment Team and Safe and Supportive School Team Training	In accordance with administrative rules.		X	90
Designated Infection Control Officer	Designated Infection Control Officer Training	Before designation	<i>The Designated Infection Control Officer completed training prior to their appointment in 2019. Licensure is maintained through CNE credit hours every two years.</i>		
Custodial & Maintenance Staff; Designated Asbestos Coordinator	Asbestos	New custodial and maintenance employees must be trained within 60 days after beginning employment, with additional training as needed. The designated asbestos coordinator should receive training prior to or upon designation, with additional training as needed.		X	
Maintenance & Custodial Staff	Hazardous Chemicals	As needed		X	

Job Role	State Required Training <i>(SB1267, TASB)</i>	TEA Required Frequency	Required Training <i>(Job-embedded learning indicated with JE)</i>	Compliance Training <i>(Annual Staff Training indicated with bold X)</i>	Optional Training
Integrated Pest Management Team	Integrated Pest Management	Within six months of appointment, IPM coordinator must have required training, then obtain at least six hours of TDA-approved continuing education at least every three years. IPM coordinator is responsible for ensuring that employees who perform pest control have the necessary training.		X	
Public Information Coordinator	Public Information Act	Within 90 days after assuming the office of the public information coordinator.		X	91
LPAC Members	Language Proficiency Assessment Committee (LPAC)	As needed		X	
Principal Appraisers	Principal Appraisals	Before conducting appraisals.		X	
Mentor Teacher	Mentor Teacher Training	Before the beginning of the school year in which the mentorship will occur, and supplemental training during the school year.		X	
Investment Officers	Public Funds Investment Training	Ten hours of initial training in first 12 months, then eight hours of investment training every two years thereafter, unless an exception applies.		X	
Volunteers	Volunteer Training	As needed		X	



The table below shows the differences between trainings offered in FBISD and the required trainings as listed in the SBEC Clearinghouse and TASB School District Training Chart.

Required Training	District's Plan
Elective Bible Course	This course is not offered in FBISD.
High-Quality Prekindergarten Grant Program	FBISD does not have this grant, all PK teachers are funded by 199.
Literary Achievement Academies for Teachers at Any Grade Level	This requirement for secondary teachers will not apply until academies are developed and made available for 6th-8th grade.
Career and Technology Education	FBISD does not employ any CTE teachers under a local permit.
District Juvenile Case Managers	FBISD does not employ any District Juvenile Case Managers.
Mathematics Achievement Academies for Teachers at Any Grade Level	This requirement will not apply until academies are developed by the state.
Adult Education and Literacy	FBISD does not receive AEL grant funding.
Volunteer Training	VIPS coordinators train volunteers in best practices and their role at campuses where a VIPS coordinator position is filled. FBISD holds monthly meetings with VIPS coordinators.
Mentor Teacher Training (2 years)	FBISD does not currently offer a second year of mentorship to new teachers, but second-year teachers have the access to an additional year of mentoring as needed by request.

For: Fort Bend ISD Board of Trustees
Date: May 1, 2023
Action: Consideration and Approval:
Temporary Suspension of Portions
of Policy EIC (Local)
References: Board Policy EIC (Local)
Department: Legal Services

Recommendation

Consideration and approval of a one-time suspension of the EIC (Local) policy provisions that address calculation of class rank for the class of 2024 for the limited purpose of allowing the June 2023 class rankings to be calculated and made available to all members of the class of 2024.

Summary

Board policy EIC (Local) prohibits the District from providing class rank to the Class of 2024, except for students who are within the top 10 percent. Specifically, EIC (Local) provides “Beginning with the Class of 2024, class rank *shall only be calculated* for the top ten percent of each class for purposes of applications to institutions of higher education, as required by state law” (emphasis added.)

During the April 17, 2023, Regular Business Meeting, the Board of Trustees formally directed the Superintendent to “take immediate action to work with the Board Policy Committee to make recommended policy changes that will consider permitting the students of the Class of 2024 the option of receiving their individual class ranking upon request.”

While a comprehensive review of the policy is conducted, the Board Policy Committee and administration recommend a one-time suspension of the portion of policy EIC (Local) prohibiting calculation of class rank so that all members of the Class of 2024 may receive their class ranking. Traditionally, class rank for Juniors has been calculated at the end of the school year and released in June. A thorough review of EIC (Local) by the Policy Committee and administration is in progress, and comprehensive recommendations are expected to be provided to the Board of Trustees in August 2023.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Coby Wilbanks
Interim General Counsel