

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

Monday, August 12, 2024

This is Notice that the Fort Bend Independent School District Board of Trustees will hold a Public Budget Hearing on Monday, August 12, 2024, 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/BoardMeetingLivestream>. Members of the public may also address the Board during public comment.

1. Call to order

2. Pledge of Allegiance

3. Information

A. Bond 2023 Update - August 2024

6

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

A. Deliberate public release of attorney-client privileged opinion related to VOCA Grant.

5. Reconvene in Open Session

6. Consider Action on Closed Session Items

7. Review

A. **Policy BBF (Local) - Board Member Ethics:** Consideration and approval of proposed revisions to policy BBF (Local).

19

B. Board Operating Procedures: Consideration and approval of updates to the Board Operating Procedures.	24
C. Board Leadership Academy: Consideration and approval to initiate a Board Leadership Academy.	46
D. Superintendent's Evaluation Instrument: Consideration and approval of the Superintendent's Summative Evaluation instrument.	47
E. Policy EF (Local): Consideration and approval of proposed deletion, adoption and revision of local policies EF (Local), EFA (Local), and EFB (Local):	59
1. EF (Local) - Instructional Resources: Instructional Materials	
2. EFA (Local) - Instructional Resources: Instructional Materials	60
3. EFB (Local) - Instructional Resources: Library Materials	71
F. Juvenile Justice Alternative Education Program (JJAEP): Consideration and approval to ratify the approval of the Memorandum of Understanding (MOU) for the Juvenile Justice Alternative Education Program (JJAEP) services among Fort Bend County Juvenile Probation Board, Fort Bend ISD (FBISD), Stafford MSD (SMSD), and Alief ISD (AISD).	85
G. Expose Excellence Youth Program: Consideration and approval of a revised Interlocal Agreement between Fort Bend ISD, Fort Bend County and Fort Bend County Juvenile Board for the 2024-25 school year regarding the Expose Excellence Youth Program.	99
H. Attendance Credit: Consideration and approval of Option 3 to reduce the estimated yield per penny per student in Weighted Average Daily Attendance (WADA) due to notification of Chapter 49 Status for school year 2024-25 and delegate contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511 (c)(4) to the superintendent, solely for the purpose of obligating the district under TEC §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006.	108
I. Storm Sewer Easement with Sienna Municipal Utility District No. 10: Consideration and approval of one Storm Sewer Easement with Sienna Municipal District No. 10 at Schiff Elementary School, and authorization for the FBISD Board President to negotiate and execute this easement.	111
J. 2018 Bond Contingency: Consideration and approval for the use of 2018 Bond Contingency as proposed by Administration.	121

K. 2023 Bond Contingency: Consideration and approval for the use of 2023 Bond Contingency as proposed by Administration.	123
L. Review of proposed expenses that exceed \$50,000: Specifically for:	
1. Library Media Services and Related Items (COOP): Consideration and approval for the purchase of library media services and related items from multiple vendors through various cooperative contracts for an amount not-to-exceed \$2,000,000 and authorization for the Superintendent to negotiate and execute the agreements through September 2025.	125
2. Data Center Infrastructure and Related Services (Increase): Consideration and Approval for the purchase of Data Center Infrastructure and Related Services through The Interlocal Purchasing System (TIPS) cooperative contract from Netsync Solutions and Presidio Networked Solutions Group in an amount not to exceed \$4,200,000 and authorization for the Superintendent to negotiate and execute the agreements through August 2027.	132
3. Construction Services for HVAC MEP East Zone 2 Renovations and Upgrades at Multiple Campuses (BP040): Consideration and approval of a Construction Services Agreement with Prime Contractors, Inc. for HVAC MEP East Zone 2 renovations and upgrades for multiple campuses (BP040) for a stipulated lump sum amount of \$6,568.420.00 and authorization for the Superintendent to negotiate and execute or terminate the agreements.	134
4. Construction Services Agreement for Restroom Renovations: Consideration and approval of a Construction Services Agreement for restroom renovations at multiple campuses (BP027) for a stipulated lump sum amount of \$12,400,000 and authorization for the Superintendent to negotiate and execute or terminate the agreements.	139
5. Energy Solutions (COOP): Consideration and approval for the purchase of electrical solutions with Ally Energy Solutions, LLC through the OMNIA Partners cooperative contract for an amount not-to-exceed \$750,000 and authorization for the Superintendent to negotiate and execute the agreement through August 2025.	144
6. Photography Services for Bond Construction Projects: Consideration and approval of a construction photographic services agreement with Lonestar Documentation LLC D/B/A Multivista through the cooperative contract with Multivista and the Choice Partners purchasing cooperative, a program of the Harris County Department of Education, for the comprehensive construction photographic services for the 2023 Bond projects listed for a not-to-	146

exceed construction cost of \$302,935 and authorization for the Superintendent to negotiate and execute or terminate the agreements.

7. Scoreboard Replacement: Consideration and approval for the purchase of Video Scoreboard Differentiators and related items and services through various cooperative contracts from Daktronics, Inc. for an amount not-to-exceed \$650,000 and authorization for the Superintendent to negotiate and execute the agreement through August 2029. **148**

8. Employee Voluntary Benefits: Consideration and approval of voluntary employee benefits from Aflac in an amount not-to-exceed \$6,200,000 and authorization for the Superintendent to negotiate and execute the agreements through December 2029. **150**

9. Cyber Attack Resilient Disaster Recovery and Virtual Desktop Services and Support: Consideration and approval for the purchase of Cyber Attack Resilient Business Continuity-Disaster Recovery (BCDR) and Virtual Desktop Infrastructure (VDI) related services and support through The Interlocal Purchasing System (TIP) cooperative contract from Cloud Unity in an amount not-to-exceed \$2,178,000 and authorization for the Superintendent to negotiate and execute the agreement through August 2027. **155**

10. Saved by the Bell: Consideration and approval of a revised Interlocal Agreement between Fort Bend ISD, Fort Bend County and Fort Bend County Juvenile Board for the 2024-25 school year regarding the Saved by the Bell truancy program. **158**

8. Public Comment

9. Adjournment

If, during the course of 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 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: August 12, 2024
Action: Information: Bond 2023 Overview
References: Board Policy CT (Local)
Board Policy FC (Local)
District Goal 5
Department: Operations

Summary

Staff will provide an update on planning for Bond 2023 as well as provide information on proposed school rebuilds and construction costs.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Damian Viltz
Chief Operations Officer

FBISD

Bond 2023 Update – August

August 12, 2024



Lead
THE PAC

2023 Bond Projects Construction

BP003 – Clements High School Rebuild



Current D&C Phase

Design – 75% Complete

Construction Phase – 1% Complete

Schedule

Substantial Completion – Phase 1 **May 2027**

Substantial Completion – Phase 2 **August 2028**

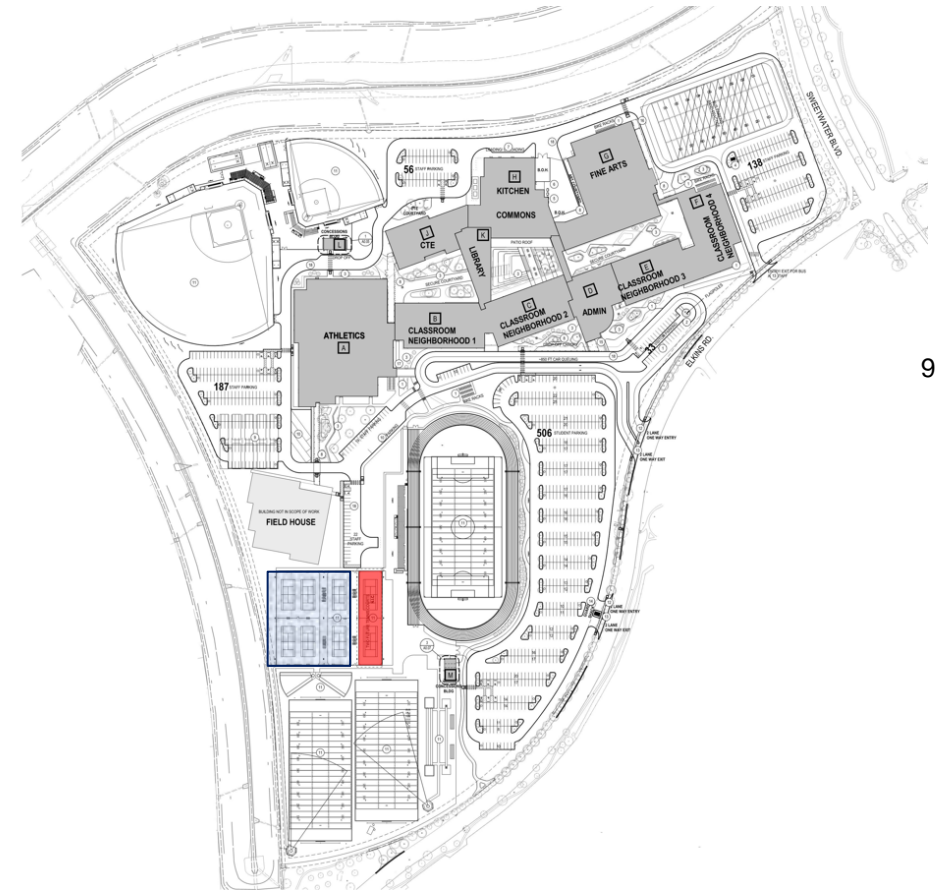
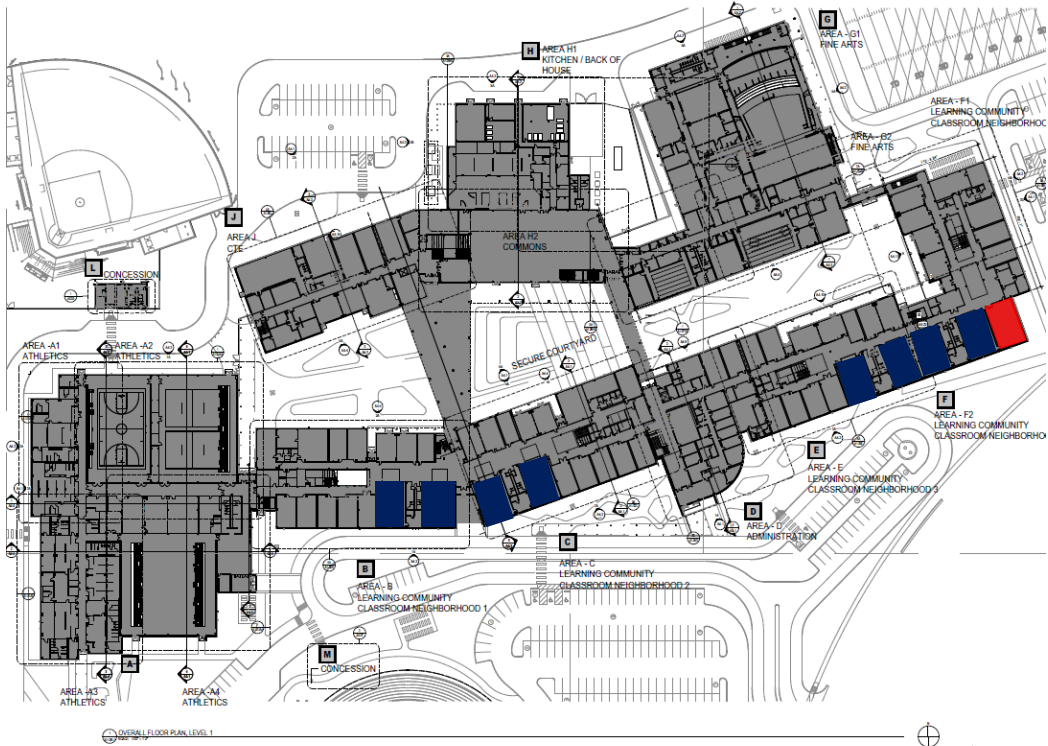
Team

A/E: DLR Contractor | Durotech (CMAR)

8

	AE	CMAR	FBISD
Schematic Design	12/20/2023	1/26/2024	
Design Development	5/3/2024	6/6/2024	
BOT Approval (GMP for Phase-I)			6/10/2024
GC Mobilize and Fence Installation		7/15/2024	
50% CDs	6/28/2024	8/5/2024	
75% CDs	8/9/2024	9/30/2024	
100% CDs	9/13/2024	11/7/2024	
BOT Approval (GMP for Phase-II)			11/18/2024
Construction of New Building (Phase-I)			
Start		10/1/2024	
Finish		5/31/2027	
Owner Move-in/ Transition			7/30/2027
Construction of Athletic Facilities (Phase-II)			
Start		9/1/2027	
Finish		8/31/2028	
Owner Move-in/ Transition			8/31/2028

2023 Bond Projects Construction BP003 – Clements High School Rebuild Design Update

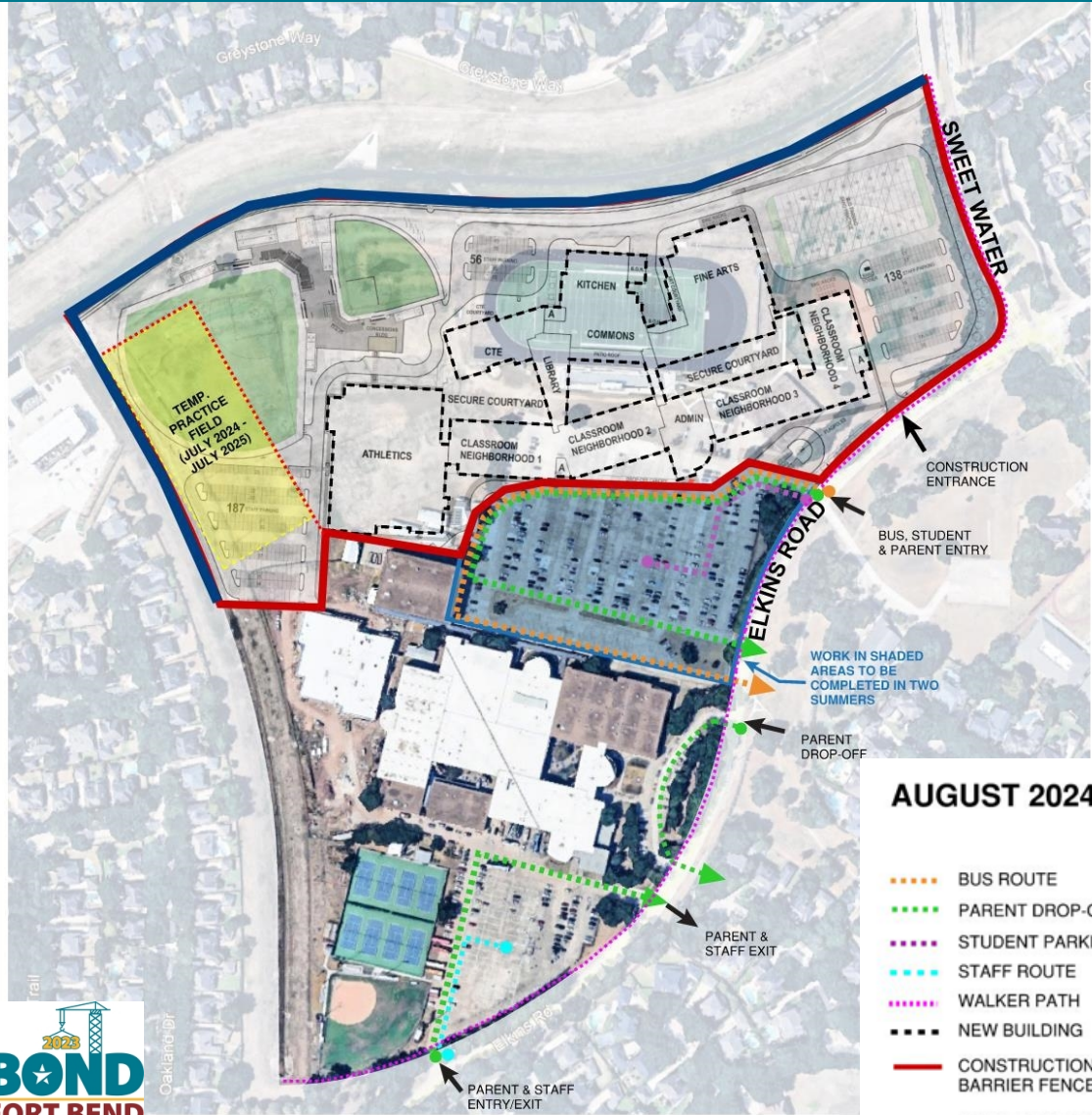


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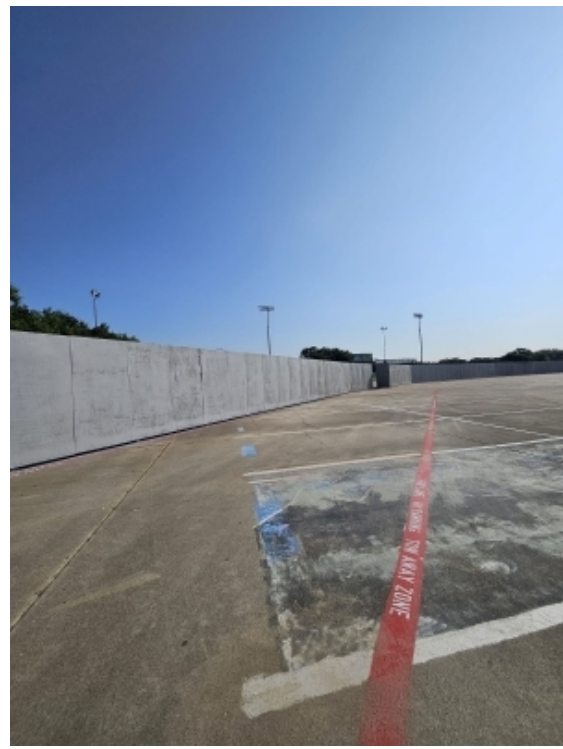
2023 Bond Projects Construction BP003 – CHS Rebuild AE Renderings



2023 Bond Projects Construction BP003 – Construction Phase 1 of 3

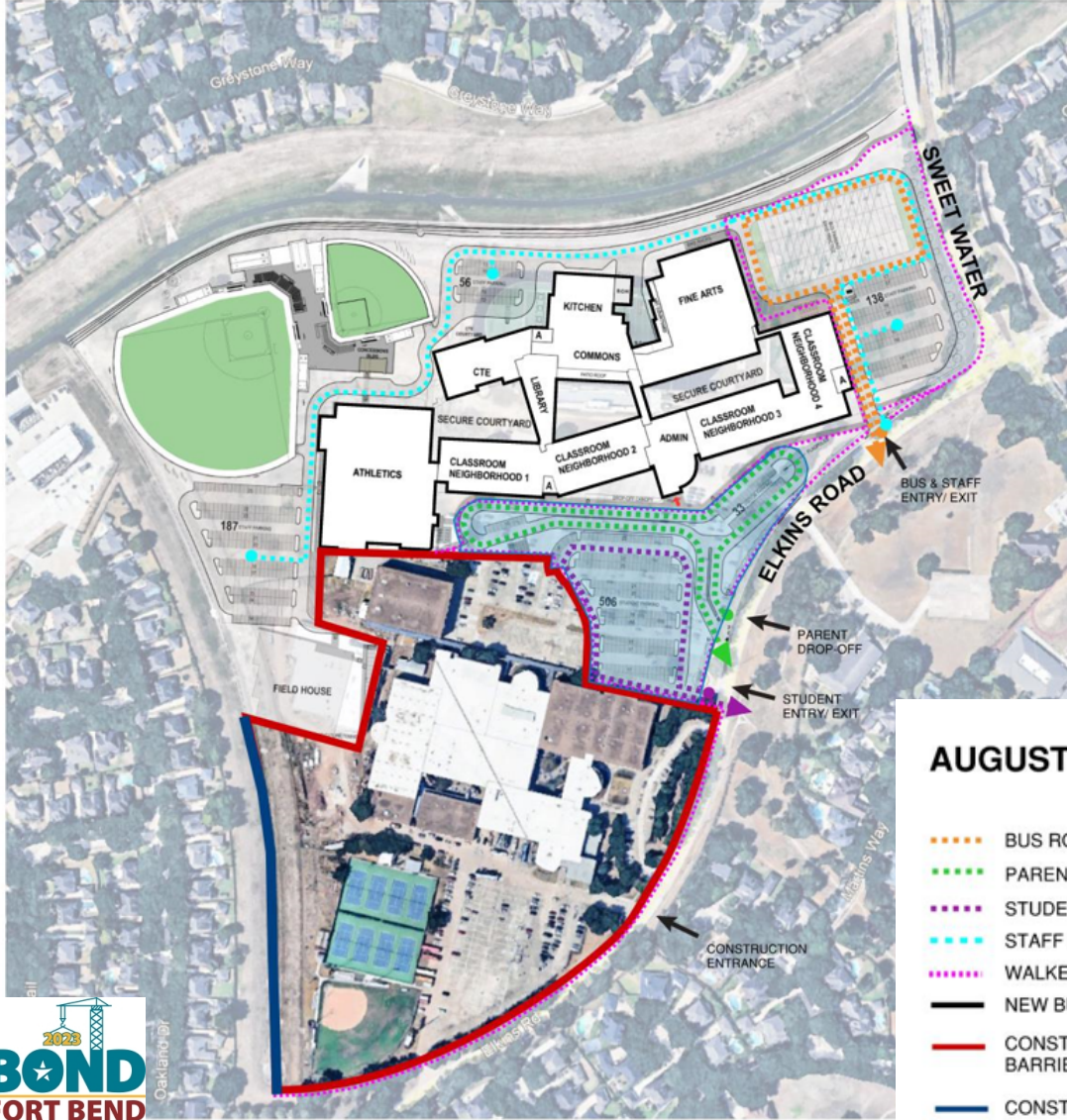


AUGUST 2024 - MAY 2027

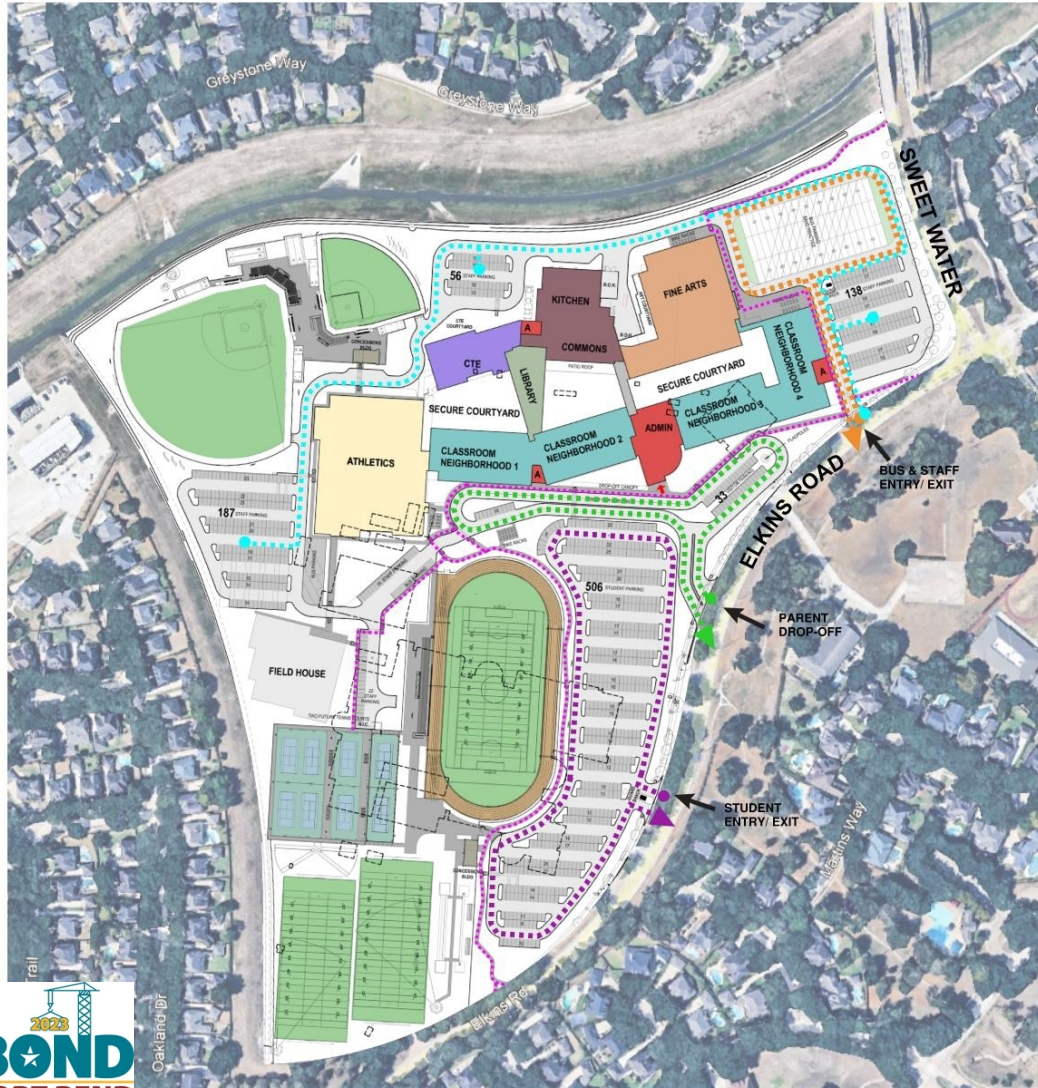


11

2023 Bond Projects Construction BP003 – Construction Phase 2



2023 Bond Projects Construction BP003 – Construction Phase 3



AUGUST 2028

- - - - - BUS ROUTE
- - - - - PARENT DROP-OFF
- - - - - STUDENT PARKING
- - - - - STAFF ROUTE
- - - - - WALKER PATH

Bond 2023 Expenditures to Date

Major Object	Budget	Encumbered ¹	Expenses ²	Remaining Budget
Contracted Services	\$ 29,280,242	\$ 11,098,791	\$ 1,480,157	\$ 16,701,294
Supplies and Materials	179,430,527	11,897,856	10,930,836	156,601,835
Capital Outlay	1,047,724,754	145,099,652	52,935,113	849,689,989
Total	\$ 1,256,435,523	\$ 168,096,299	\$ 65,346,106	\$ 1,022,993,118

14

Note: financial data as of 07/31/2024

¹ Encumbered amount includes requisitions and purchase orders

² Amounts will change as fiscal year 2024 is closed

Bond Contingency Amounts

Description	Contingency Amount ¹	Proposed Addition ²	Proposed Use ³	Contingency Remaining
Bond 2014	\$10,637,424	—	—	\$10,637,424 ¹⁵
Bond 2018	4,362,077	43,073	(\$448,271)	3,956,879
Bond 2023	1,996,347	—	(\$550,000)	1,446,347
Total	\$16,995,848	\$43,073	(\$998,271)	\$16,040,650

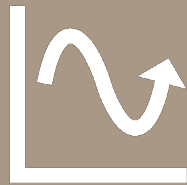
² Funds from Package 043 – HVAC/MEP #A2

³ Funds for Package 040 – HVAC MEP Zone 2

2023 Bond: Closing the Gap

33%

Projects without construction estimates



± will occur until estimates are completed

9

Estimates Completed since July 2024

\$14M

16

5 Projects: +\$16M
4 Projects: -\$2M

2023 Bond: Closing the

G

Review Date	Amount
Current Approved Budget	(\$163.2M)
April 2024	(\$77.3M)
May 2024	(\$73.8M)
June 2024	(\$61.2M)
July 2024	(\$56.8M)
August 2024	(\$70.4M)

Amounts based on estimate as of 07/31/2024

17

Questions?

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Revision of Policy BBF
(Local)
References: Board Policy BF (Local)
Department: Legal Services

Recommendation

Consideration and approval of proposed revisions to local policy BBF(Local).

Summary

The proposed revisions to policy BBF(Local), Board Members - Ethics, are recommended to align the policy with proposed revisions to the Board Operating Procedures.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Coby Wilbanks
General Counsel

As a member of the Board, I shall be continuously guided by what is best for all students of the District. I shall promote the best interests of the District district as a whole and shall take no action that compromises the board or the district. To that end, I shall adhere to the following ethical standards:

FOCUS

- I will be continuously guided by what is best for all students of the district.

COMMITMENT

- I will be fair, just, impartial, and objective in all my decisions and actions.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

STEWARDSHIP

- I will be accountable to the public by upholding dDistrict policies and accurately representing programs, priorities, and decisions.
- I will be responsive to the community by seeking its involvement in dDistrict affairs and by communicating its priorities and concerns to the superintendent.

CONDUCT

- I will act as a good steward of District funds and will work to ensure prudent and accountable use of dDistrict resources.
- I will make no personal promise or take private action that may compromise the board, the district, or my responsibilities.
- I will tell the truth inside and outside of the Boardroom.
- ~~I will accord others the respect I wish for myself.~~
- I will share my views while working for consensus.
- I will do my best to weigh all factors and make informed decisions.
- I will graciously respect and support the majority decision as the decision of the Boardboard.
- I will treat others, including my fellow trustees, District staff, and community members, with respect and professionalism.
- I will conduct myself at all times with civility and decorum.
- Unless I am elected the Board President, I will not speak or represent to others that I speak for the Board.
- I will not publicly disparage my fellow trustees, the Superintendent, or District staff.

INTEGRITY

- I will refuse to surrender my judgment or ~~my~~ responsibilities to any individual or group at the expense of the District.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.

BOARD MEMBERS
ETHICS

BBF
(LOCAL)

SERVICE

- I will not disclose information that is confidential by law, is disclosed in any closed session meeting, is disclosed by the Superintendent in confidence (unless disclosure is approved by the Board or Board President) or ~~that~~ will needlessly harm the District.
- I will focus my attention on fulfilling the Board's board's duties and responsibilities, including goal setting, policymaking, budgeting, and evaluation and duties.
- I will diligently prepare for and attend Board-board meetings.
- I will avoid personal involvement in activities the Board-board has delegated to the Superintendentsuperintendent.
- I will attend legally required teambuilding and continuing education, and seek additional continuing education that will enhance my ability to fulfill my duties effectively. I understand it is my responsibility to meet mandatory continuing education requirements.
- I will make every effort to prepare for and attend committee meetings for committees to which I am assigned by the Board President.

BOARD MEMBERS
ETHICS

BBF
(LOCAL)

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- STEWARDSHIP
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 - I will graciously respect and support the majority decision as the decision of the board.
 - I will treat others, including my fellow trustees, District staff, and community members, with respect and professionalism.
 - I will conduct myself at all times with civility and decorum.
 - Unless I am elected the Board President, I will not speak or represent to others that I speak for the Board.
 - I will not publicly disparage my fellow trustees, the Superintendent, or District staff.
- INTEGRITY
- I will refuse to surrender my judgment or responsibilities to any individual or group at the expense of the District.
 - I will consistently uphold all applicable laws, rules, policies, and governance procedures.
 - I will not disclose information that is confidential by law, is disclosed in any closed session meeting, is disclosed by the Su-

BOARD MEMBERS
ETHICS

BBF
(LOCAL)

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SERVICE

- I will focus my attention on fulfilling the board's duties and responsibilities, including goal setting, policymaking, budgeting, and evaluation.
- I will diligently prepare for and attend board meetings.
- I will avoid personal involvement in activities the board has delegated to the superintendent.
- I will attend legally required teambuilding and continuing education, and seek additional continuing education that will enhance my ability to fulfill my duties effectively. I understand it is my responsibility to meet mandatory continuing education requirements.
- I will make every effort to prepare for and attend committee meetings for committees to which I am assigned by the Board President.

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Board Operating
Procedures
Department: Board of Trustees

Recommendation

Consideration and approval of updates to the Board Operating Procedures.

WELCOME

Welcome! Public education needs the input and support of the communities it serves in order to pursue true educational excellence. The members of the Fort Bend ISD Board of Trustees are proud to share with you this information about the workings of the board and encourage you to join them in this pursuit.

The local school board concept grew out of American history dating back more than 300 years. Times have changed, but the basic function of school boards remains the same: to provide local citizen supervision and control over education at a point closest to the parent and child. Board members are not representatives, but are trustees who are entrusted with the education of ALL students in the district. With that in mind, the school board must work to serve the best interest of ALL students. Citizen input is importantimportant, and the board listens to concerns and suggestions as part of their decision-making process.

It is an honor to serve the community and the students of Fort Bend ISD. The school board trustee is a volunteer position

and requires many hours of dedication and service. Our board appreciates the support of our community and FBISD staff.

Because a school board is a governmental body, it can take action only by majority vote at a legally called public meeting. The individual board member's major responsibility is to study, evaluate, and deliberate the policy issues confronting his or her district; then to vote in the best interest of ALL students. A board member may not step out of the policy-making role and attempt—without authorization—to speak for the total board, direct members of the staff, interfere with the administration of policy, or make other individual decisions.

Within the framework of state and federal law, State Board of Education, and Commissioner of Education rules, local school districts have the responsibility to shape the educational programs of their schools. It is the responsibility of the local school board to advocate for ALL students at the state and federal level.



BOARD OF TRUSTEES

How are Board members elected?

The seven-member FBISD Board of Trustees is made up of local citizens who provide an important public service to the Fort Bend community, serving without compensation. In accordance with the Texas Elections Code, FBISD calls Board elections for the second Saturday in May of each year. Trustees are elected to three-year terms on a rotating basis.

All seven members of the Board of Trustees are voted on by all residents of the school district. Three trustees live on the west (Positions 1, 2 and 3), three trustees live on the east, (Positions 5, 6, and 7) and one is "at large." Two trustees are elected each year (one from each side of the district) and the At-Large Position is elected every third year. (See district map on back cover.) Elections are held on the uniform Election Day, as established in Texas Election Code 41.001.

BOARD MEMBER ETHICS

What are the ethical requirements of board members?

All FBISD board members will commit to upholding the Board of Trustees Code of Ethics. As part of the annual board self-evaluation, each member of the board shall renew his or her commitment to ethical behavior by signing a copy of the Board Member Code of Ethics. New trustees will sign the document at the orientation session after they are sworn into office.

Code of Ethics

As a member of the board, I shall be continuously guided by what is best for all students of the District. I shall promote the best interests of the district as a whole and shall take no action that compromises the board or the district. To that end, I shall adhere to the following ethical standards:

Focus

- I will be continuously guided by what is best for all students of the district.

Commitment

- I will be fair, just, impartial and objective in all my decisions and actions.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

Stewardship

- I will be accountable to the public by upholding district policies and accurately representing programs, priorities, and ~~decisions~~ progress.
- I will be responsive to the community by seeking its involvement in district affairs and by communicating its priorities and concerns to the superintendent.
- I will act as a good steward of District funds and will work to ensure prudent and accountable use of district resources.
- I will make no personal promise or take private action that may compromise the board, the district or my responsibilities.

Conduct

- I will tell the truth inside and outside of the Boardroom.
- I will share my views while working for consensus.
- I will do my best to weigh all factors and make informed decisions.
- I will graciously respect and support the majority decision as the decision of the board.
- I will treat others, including my fellow trustees, District staff and community members, with respect and professionalism
- I will conduct myself at all times with civility and decorum.
- Unless I am elected the Board President, I will not speak or represent to others that I speak for the Board.

- I will not publicly disparage my fellow trustees, the Superintendent or District staff.

Integrity

- I will refuse to surrender my judgment or responsibilities to any individual or group at the expense of the District.
- I will consistently uphold all applicable laws, rules, policies and governance procedures.
- I will not disclose information that is confidential by law, is disclosed in any closed session meeting, is disclosed by the Superintendent in confidence (unless disclosure is approved by the Board or Board President) or that will needlessly harm the District.

Service

- I will focus my attention on fulfilling the board's duties and responsibilities, including of goal setting, policymaking, budgeting and evaluation.
- I will diligently prepare for and attend board meetings.
- I will avoid personal involvement in activities the board has delegated to the superintendent.
- I will attend legally required teambuilding and continuing education, and seek additional continuing education that will enhance my ability to fulfill my duties effectively. I understand it is my responsibility to meet mandatory continuing education requirements.
- I will make every effort to prepare for and attend committee meetings for committees to which I am assigned by the Board President.

BOARD MEETINGS

When does the Board of Trustees meet, and how can the public participate?

Fort Bend ISD Board [Agenda Review Meetings](#) ~~Workshops~~ generally take place the second Monday of the month to discuss all items that will be considered as part of the agenda at the Regular Business

Meeting, which generally takes place on the third Monday of the month. The meetings are generally held in the Board Room of the FBISD Administration Building, 16431 Lexington Blvd., in Sugar Land. ~~Sometimes~~ Typically, two to four ~~M~~ meetings per year are [sometimes](#) held at campus sites in our community. Meetings generally begin at 6 p.m. with Board Recognitions and other Special Meetings that are open to the public. Additional meetings are scheduled on an as-needed basis, and Texas law does allow the board to call an emergency meeting in a crisis situation.

Board meeting agendas will be posted on the Fort Bend ISD website on the Board of Trustees webpage. Agendas are posted at least 72 hours before the board meeting.

In accordance with the Texas Open Meetings Act, the board has the privilege to meet privately in closed session to discuss matters related to personnel, student discipline, security, land acquisition and/or to consult with legal counsel. No action, however, may be taken during a closed session.

Board Workshops are scheduled by the board president in consultation with the superintendent to allow the board to consider items requiring greater time for presentation and discussion. Special meetings are scheduled by the board president in consultation with the superintendent.

The board strives to conduct meetings efficiently. Trustees should prepare for Board [Agenda Review meetings](#), Regular Business meetings, Board Workshops and Special Called meetings by reviewing the Board Book and other relevant information provided by the administration in advance of meetings. Board members should submit questions relating to agenda items to the superintendent as early as possible but, in any event, no later than 8:00 a.m. on the day of the meeting to ensure the administration has adequate time to respond.

While trustees are expected to regularly attend board meetings in person, circumstances sometimes prevent a trustee from being physically present. State law allows but does not entitle trustees to participate in public meetings by videoconference. A trustee who wishes to participate by videoconference must submit a written request to the board president and superintendent no less than twenty-four (24) hours before the meeting. The request must include the reason(s) for the trustee's inability to physically attend the meeting. The decision to allow or disallow a trustee to participate by videoconference shall be solely within the board president's discretion who shall make reasonable efforts to confer with the other board officers before deciding.

The Board of Trustees encourages and invites the public to attend [all](#) meetings and address the board.

ADDRESSING THE BOARD

How can the public address the board?

Addressing the Board at an Agenda Review Workshop Meeting

To address the Fort Bend ISD Board of Trustees, the “Address the Board at an Agenda Review Workshop Meeting Form” must be completed and turned in by email or hand delivered to the Fort Bend ISD Communications Department no later than 4:30 p.m. To locate the form, visit www.fortbendisd.com or use the interactive links provided below.

The form can be submitted three ways:

1. Click on the interactive link using Internet Explorer “Address the Board” at an Agenda Review Workshop, complete the form and click submit by 4:30 p.m. the day of the Board meeting.
2. You may deliver to the Fort Bend ISD Communications Department by 4:30 p.m. the day of the Board meeting. The Communications Office is located in the FBISD Administration Building at 16431 Lexington Blvd, Sugar Land.
3. The form may be emailed to the Communications Department at AddressBOT@fortbendisd.com by 4:30 p.m. the day of the Board meeting.

Public comment will be the last item on the Agenda Review Workshop Meeting agenda or will take place before consideration of any item where action is scheduled to take place. Individuals are permitted to address the Board on any item on the agenda provided they follow the procedures noted.

Addressing the Board at a Regular Business Meeting

To address the Fort Bend ISD Board of Trustees, the “Regular Business Meeting Form” must be completed and turned in by email or hand delivered to the Fort Bend ISD Communications Department no later than 4:30 p.m. To locate the form, visit www.fortbendisd.com or use the interactive links provided below.

The form can be submitted three ways:

1. Click on the interactive link using **Internet Explorer** “Address the Board” at a Regular Meeting, complete the form and click submit by 4:30 p.m. the day of the Board meeting.
2. You may deliver to the Fort Bend ISD Communications Department by 4:30 p.m. the day of the Board meeting. The Communications Office is located in the FBISD Administration Building at 16431 Lexington Blvd, Sugar Land.
3. The form may be emailed to the Communications Department at AddressBOT@fortbendisd.com by 4:30 p.m. the day of the Board meeting.

Public comment will take place before consideration of any item and before closed session. Individuals are permitted to address the Board on any topic provided they follow the procedures noted.

Addressing the Board at a Public Hearing

When addressing the Board at a Public Hearing, public comment shall be limited to the subject matter of the hearing and public participation will be limited to the portion of the meeting designated to receive public comment. The public does not have to complete a form in advance to speak at a Public Hearing. However, anyone wishing to speak at the Public Hearing is required to sign up upon arrival at the hearing.

During Agenda Review Workshops Meetings and Regular Board Meetings, the Board president will ensure that the following policies and guidelines are followed:

- Request to Address the Board forms will be accepted on a first come, first served basis via approved submission methods.
- The Board will accept written as well as oral information.
- Speakers are not allowed to identify students (other than parents who identify their own children), District personnel, or District volunteers by name.
- The Board will not deliberate or make a decision on any matter of public business that is not relevant to any item on the meeting agenda; however, the Board president may request the superintendent to investigate a concern and report the resulting findings to the Board members
- An individual that addresses the Board through a translator will be permitted to speak to the Board for twice the time limit allowed individuals who do not use a translator.
- Per Policy BED (Local), individuals addressing the Board will be limited to three minutes; however, when necessary to accommodate large numbers of individuals wishing to address the Board, the presiding officer may adjust public comment procedures.
- Adjustments may include establishing an overall time limit for public comment, adjusting the time allotted to each speaker, or deferring public comment on items that are not on the agenda.
- Generally, time allowed each individual speaker would be decreased when the number of individuals speaking at three minutes per speaker exceeds one hour (60 minutes). In this case, the time of each speaker would be adjusted to allow more speakers to participate in public comment.
- When adjustments are made, no individual shall be given less than one minute to speak.

AGENDA CREATION AND CONSENT AGENDA

How are the agendas created?

- The superintendent will maintain and provide to the board members a list of annually required agenda items and a proposed timeframe for their consideration.
- The board president and superintendent will create agendas for the board's Agenda review meetings, Workshops, and Regular Business meetings and Special Called meetings, which will be provided to the board members on the Thursday before the relevant workshops or meetings. Public meeting notices will be posted on the FBISD website and at the district administration building in accordance with the Texas Open Meetings Act, or no later than 72 hours before a scheduled meeting.
- The board president has the authority to place items on, and approve, the an agenda. Additionally, if at least two board members make written request to place an item on an agenda, and provide sufficient detail for the item, the board president shall place it on the agenda for the board's next regular business meeting. Should one of the requesting board members withdraw his or her request, such that an item is no longer requested by two or more board members, the board president is encouraged to promptly notify the second requestor that the item will not be placed on the board's agenda.

~~Anything that violates a person's right to privacy (as protected by Texas law, including the Open Meeting and Public Information acts) cannot be placed on an agenda.~~

- Anything that violates a person's right to privacy (as protected by Texas law, including the Open Meeting and Public Information acts) cannot be placed on an agenda.
- The board president will coordinate administrative presentation topics, time allocations, and presentation format with the superintendent.
- At each Regular Business meeting, the superintendent is encouraged to propose future agenda items.

BOARD-ADOPTED STRATEGIC FRAMEWORK

What guides decisions made by the Board of Trustees?

The Board of Trustees has adopted a strong strategic framework to guide all decision-making, including the educational philosophy defined in Board Policy AE (Local). Board members will honor the Mission, Vision, and Core Beliefs and Commitments while meeting district goals through scalable systems that operate with effective change management and system development with a commitment to continuous improvement. More about the district's Strategic Framework can be found on the inside front cover of this publication.

BOARD-ADOPTED STRATEGIC FRAMEWORK

How are board meetings conducted and what is expected of board members as they conduct business?

- The board shall conduct meetings guided by the parliamentary procedures in the most current edition of Robert's Rules of Order.
- Board members are expected to conduct themselves professionally and ethically, following the Code of Ethics outlined herein, during all meetings and public forums. While differences of opinion, if respectfully presented, are encouraged and will not be construed as unprofessional or unethical behavior, unprofessional and uncivil behavior will not be considered germane to any motion and will not be tolerated. Examples of behavior that will not be tolerated include personal attacks, name-calling, rude remarks, interruptions, yelling and disrespectful verbal or body language.
- If any board member conducts themselves in a manner that interferes with the board's ability to effectively conduct business, the board president may suspend or adjourn the meeting.
- Upon request of any board member made in open session, an item may be removed from the consent agenda and considered as an independent action item.

Deliberating Motions:

- The board president or chair will ensure that deliberation is germane to the motion under consideration.
- The board president or chair will not recognize a member who wishes to be heard for a second time on a motion until all other board members have had an opportunity to speak to the motion.
- Deliberation should continue until such time that all board members have had adequate opportunity to deliberate and ask clarifying questions. However, the Board President or chair may discontinue deliberations once all board members who wish to speak have been heard if board members' comments are redundant or argumentative.
- While it is the duty of every board member to vote, board members cannot be compelled to vote.
- Members who abstain from voting are encouraged to state their reason(s) for abstaining.
- Board members who intend to vote against a motion are encouraged to present their reason(s) for voting against the item being considered.

Closed Session:

- The board may only deliberate matters in closed session as permitted by the Open Meetings Act.
- All personnel matters must be conducted in closed session unless specifically required by the Open Meetings Act.
- Statements and opinions shared by trustees and others in closed session are confidential and must not be shared publicly
- Confidential information provided in closed session, including but not limited to personnel information and information protected by the attorney-client privilege (i.e., information that is received through communications with or from the board's attorney or other attorneys representing the school district) must remain confidential unless and until the board or superintendent take action permitted or required by law to make the information public.
- ~~A vote on a matter deliberated in closed session must be made in open session. Information and opinions shared during closed session MUST remain confidential.~~
- ~~All personnel matters must be conducted in closed session unless specifically required by the Open Meetings Act.~~
- ~~Any information that is subject to the attorney-client privilege i.e., information that is received through communications with or from the board's attorney or other attorneys representing the school district must be kept confidential.~~

BOARD OFFICERS AND MEMBER AUTHORITY

What authority do board officers and members have?

The Board President

- Shall chair all board meetings and will facilitate meetings in a manner intended to maintain civil_
- decorum .
- Shall approve all agendas .
- Shall create and appoint board members to committees .
- Shall call special meetings .
- Shall sign all legal documents required by law .
- Shall speak on behalf of the board .

The Vice President

- Shall, upon the request of the board president, exercise the president's duties in the president's absence .
- Shall, upon the request of the board president and in the absence of the board secretary, keep time for all speakers during public comment at all board meetings and let speakers know when their allotted time is up.

The Secretary

- Shall execute all documents requiring the secretary's signature .
- Shall keep time for all speakers during public comment at all board meetings and let speakers know when their allotted time is up.
- Shall, upon the request of the board president, exercise the president's duties in the absence of both the_
- president and vice president .

The Assistant Secretary (should the board elect one)

- Shall perform the duties of the secretary in the secretary's absence .
- No individual board member or officer has authority to bind the boardboard, and no board member can direct an employee in the performance of his or her duties .

BOARD OFFICER ELECTIONS

How do board officer elections work?

- Any board member may be considered for the offices of president or vice president provided the member has served on the board for at least two years and is willing to hold office .
- Any board member may be considered for the offices of secretary and assistant secretary, provided the member has served on the board for at least one year and is willing to hold office .
- The board may deliberate selection of board officers in closed session .
- Board officer elections will be held in open session at the first regular board meeting following board elections_ or at the Board Agenda Review meeting if the board president determines it is appropriate.-

STANDARDS OF BEHAVIOR

What are the expectations of board members' standards of behavior?

- Board members will commit to upholding the Board of Trustees' Code of Ethics.
- Board members who are appointed to positions outside of the District, such as TASB Director, will provide regular updates to the Boardshare with each other and the superintendent legal information received from training sessions and conferences.
- Each board member will sign an annual "Conflicts Disclosure Statement" (State of Texas form CIS) and the required technology "Acceptable Use Policy" (AUP). Board members should also complete "Conflicts of Interest Disclosure" forms, Policy BBFA Exhibits A and B, as necessary.
- Board members will not make personal attacks in the community or on social media against other board members, the superintendent, staff or community members.

COMMUNICATIONS

What is the protocol for how the board should communicate?

- The superintendent will update the board members on board-related matters in a timely fashion, at least weekly.
- The board president, and not individual board members, speaks in an official capacity for the board.
- Certain information disclosed to board members is confidential by law and may not be disclosed to third parties (e.g. employee evaluations and student identifying information). Board members must not disclose information that is subject to the attorney-client privilege (i.e. information received through communications with or from the board's attorney or other attorneys representing the school district). Board members also should not disclose any information to which they have access by virtue of their position as board members that has not been made public, if, to do so, would compromise the board or the administration in the conduct of their affairs. Trustees should refrain from commenting on pending legal matters including lawsuits, investigations, and grievances.
- In the event a board member communicates with the public either electronically or in writing regarding a matter of district business, the member is encouraged to remember that the Public Information Act may require disclosure of such communication.
- Board members are encouraged not to respond to anonymous communications and instead may forward such communications to the superintendent.
- Board members who host Internet sites that include, sponsor or permit postings regarding matters relevant to the district or district business, will include a disclaimer in a form approved by the board's attorney, providing that such postings are not made on behalf of the district or the Board

of Trustees.

- Trustees shall be held to the same professional and ethical standards that apply to board meetings in their personal use of social media.
- Trustees shall avoid discussing district business with a quorum of the trustees on social media platforms, in private text messages or via email.
- Trustees shall avoid social media communications that may be perceived as communicating that a pending board matter has been predetermined.
- Trustees shall not disseminate district provided information on social media that has not already been made public by the district.
- Social media communications about board meeting outcomes and discussions shall be limited to information that was disseminated during the open portions of the meeting.
- Communications related to district business must not be sent from one trustee to more than two other trustees, even if no reply is requested, expected, or received. Trustees receiving messages should not forward them or "reply all" if a quorum of trustees will receive the message. Trustees should not use "blind carbon copy (bcc:)" when sending e-mail to other trustees.
- Trustees shall not directly or indirectly communicate with vendors or bidders to the district regarding any pending bid or contract proposal.
- Communications relating to District business that are received by trustees from the public shall be forwarded to the superintendent for review and response.
- Social media posts relating to District business that are made by the public and seen by trustees shall be forwarded to the superintendent for review and response.
- Upon completion of their service, trustees shall return or confirm in writing that they have destroyed all confidential information disclosed during their term(s) served.

CONFLICT RESOLUTION

How are conflicts resolved?

- Board members are encouraged to express concerns about another member's performance directly with that member
 - If a member is unsuccessful in resolving a concern with a fellow board member, they should address the matter with the board president.
 - The board president shall discuss the concern with the board members in question and may moderate a discussion between them. If, in the board president's judgment, resolution of the concern requires discussion amongst a quorum or more of board members, a meeting must be posted and conducted in accordance with the Open Meetings Act.
 - The president shall remind the board member whose behavior is in question about the adopted Code of Ethics and Board Operating Procedures and discuss how the board member's behavior does not comply. The discussion also will identify more appropriate alternatives to the [behavior, or behavior](#) or refer the board member to policies or procedures that outline approved ways to deal with any issue that prompted the behavior.
 - If the board member in question does not believe his or her behavior is in conflict with the board's Code of Ethics and/or Operating Procedures, an agenda item specifying "evaluation of individual board member's performance" may be listed on the agenda for an upcoming board meeting. The matter will be discussed by the full board in closed session in an attempt to clearly identify behavior that may be inappropriate and discuss possible solutions or alternative approaches that may have a more positive impact on team cohesion and effectiveness, which may include public censure.
- If the concern involves the board president, a board member may discuss his or her concerns with the board vice president.
- Board members will not take concerns about fellow board members to the superintendent.
- Board members will not speak about performance concerns regarding individual board members with anyone other than the board and the board's attorney.

BOARD MEMBER REQUESTS FOR INFORMATION AND COMMUNICATIONS WITH STAFF

What are the expectations of board members' standards of behavior?

- Trustees should direct all questions, requests for information, and requests for meetings with staff to the superintendent. Trustees should not communicate with staff during work hours, or about district business, without the superintendent's knowledge and consent, except when communicating as a parent regarding their own children. Trustees should respect the superintendent's role and the need for following board policy and the proper chain of command. Trustees should refrain from communications with staff that circumvent or undermine the superintendent's authority, including, but not limited to, directing staff or soliciting information without the superintendent's knowledge and consent except as permitted by law. Trustee concerns or questions regarding a staff member's performance should be referred to the superintendent. Staff wishing to discuss personal concerns/complaints with trustees should be directed to follow board policy and the chain of command. A trustee may remind staff sharing personal concerns/complaints that the trustee wishes to remain impartial because the concern/complaint could become a grievance that is appealed to the board for its consideration.
- No trustee shall direct or require district employees to provide information without the superintendent's knowledge and approval. Trustees should be respectful of staff's other duties and should not request creation or analysis of information unless approved by the superintendent.
- If the superintendent determines that responding to a trustee's request(s) for information is unduly burdensome the superintendent shall provide the request to the board president who shall discuss the request with the requesting trustee to determine if the request might be modified in a manner that reduces its scope while satisfying the trustee's desire for information. In no event, however, shall this operating procedure be used to deny a trustee's lawful request for information. See Policy BBE (Legal). Trustees shall make requests for information in a timely manner and shall allow the superintendent and District staff a reasonable amount of time to respond.
- Trustees should submit requests for information

relating to agenda items as early as possible to allow the administration time to prepare a response. The superintendent should inform the requesting trustee if the administration is unable to comply with the request prior to the meeting and the information should be prepared as soon after the meeting as practical.

- Upon completion of their service, trustees shall return or confirm in writing that they have destroyed all confidential information disclosed during their term(s) served.

~~Board members shall direct all questions, requests for information, and requests for meetings with staff to the superintendent. Responsive information shall be disseminated through the superintendent's office to all board members.~~

CONCERNS AND COMPLAINTS

How should board members handle concerns or complaints presented by community members and others?

- Board members may listen to concerns/complaints to the extent needed to gain an understanding of ~~them, but~~ them ~~but~~ will not independently investigate them on behalf of the Board or District.
- Board members will refer concerns/complaints, including those seen posted on social media platforms, to ~~the superintendent~~ appropriate staff members to ensure they are addressed within the chain of command and in accordance with applicable district policies and procedures, ~~and are encouraged to inform the superintendent of such referrals.~~
- Board members ~~should~~ may remind the person sharing the concern that the board member wishes to remain impartial in the event the concern/complaint becomes a grievance that is subject to board review.

MEDIA INQUIRIES

How should ~~trustees~~ **the board** handle the media?

- The board president shall be the official spokesperson for the board on all media related inquiries. Board

members should direct media inquiries to the board president who shall notify the superintendent.

- Individual trustees are not authorized to speak on behalf of the board without board approval.
- Individual board members who make public statements must emphasize that they are not speaking on behalf of the board or District.

CAMPUS VISITS

Can board members visit campuses?

- Board members are encouraged to visit campuses and school events provided they ~~schedule contact the campus principal to schedule~~ their visit ~~with and they notify both~~ the superintendent's ~~office and the principal's offices~~ prior to their arrival.
- Board members may go into teacher classrooms or individual buildings, but not for the purposes of evaluation .
- Board members may interact with any staff member or student provided they do not disrupt the learning process .

TRAVEL

Are board members required to travel and who pays when they do?

Board members may find it necessary to travel to training and conferences, to serve as an advocate for the district and public education, or for other reasons that serve the interest of the district . The district will underwrite the cost of travel for district business .

- In addition to legally required training and continuing education, ongoing board member training supports the development of a high-functioning team . To that end, the district will underwrite travel costs related to training and continuing education opportunities for both mandatory and elective training opportunities .

- Board members are responsible for serving as an advocate for FBISD and public education . Therefore, the district will underwrite travel costs related to advocacy efforts intended to ensure the district’s maximum effectiveness and benefit to the district’s students .
- Board members may, from time to time, elect to travel with student groups or to serve as a district ambassador in other ways . The district will underwrite related domestic travel costs; however, international travel will be limited to one trip per elected term for each trustee .
- When any travel costs are incurred by the district, it is with the expectation that board members will actively participate in scheduled events, dinners and activities related to the trip’s purpose .
- To help defray travel costs, board members are encouraged to seek stipends and scholarships that may be offered by professional organizations or other entities .

REIMBURSABLE BOARD TRAVEL

- The district will only pay for, or reimburse, trustees for travel associated with advocacy or training that is directly related to a trustee’s board service.
- Travel expenditures shall be approved by the board president.
- Generally, the district will not pay for membership in special group organizations, excepting the Texas Association of School Boards (TASB) or groups whose advocacy aligns with board-approved advocacy initiatives. The board should budget for travel for all trustees to attend the annual TASB Conference and the TASB Summer Leadership Institute (SLI).
- Other than attending the annual TASB Conference and SLI, a trustee will be eligible for reimbursement for a conference or training opportunity if the conference or training is located within the 48 contiguous United States, satisfies the statutory criteria for a trustee’s continuing education hours, and is limited to the day(s) of travel that serve the board purpose (i.e., expenses related to additional days added for personal use will not be reimbursed by the district).
- If preapproved by the board president and funds permit, reimbursement for other board-related governance or training opportunities, conventions, education-related conferences, or other purpose relevant to the work of the board may be allowed.
- Following completion of travel, a trustee must submit receipts for allowable expenses to the superintendent’s office for reimbursement and provide a summary of the sessions attended. The procedures for processing of expenditures for authorized and documented travel expenses will be made in accordance with policies and procedures applicable to administrative staff.
- Trustees should be frugal when making travel arrangements. While it is understood that unforeseen circumstances may require a trustee to change travel arrangements resulting in additional charges, reimbursement will occur only if funds are available in the budget.

COMMITTEES

What are the current board committees and how do they function?

- Board members may serve on various board, school, district and community committees. The board president or his or her designee will annually compile and distribute a list of existing committees to all board members. Examples of committees to which board members may be assigned include, but are not limited to:
 - **Visioning and Planning Committee** – Committee composed of up to three board members for the purpose of facilitating planning, drafting and implementing Board Priorities, Core Beliefs and Commitments, and Goals and Objectives ~~overseeing the development and progress toward achieving the district's strategic plan.~~
 - **Audit Committee** – Committee composed of up to three trustees for the purpose of overseeing the district's internal audit function and the annual financial audit.
 - **Governance Committee** – Committee composed of up to three trustees, typically the Board officers, for the purpose of overseeing matters regarding board governance, such as the periodic revision of the Board Operating Procedures, recommending appointment of Board Counsel, periodic revision to the superintendent evaluation instrument and board self-evaluation instrument, and facilitation of the Board Leadership Academy.
 - **School/Facilities Naming Committee** – Committee composed of community members, district staff, students, and designated board member(s) for the purpose of recommending school/facilities names to the board for approval.
 - **Student Health Advisory Council (SHAC)** – An advisory group composed of parents, community members, district staff and designated board members(s) for the purpose of coordinating community and district efforts to improve the health of all students and families.
 - **Policy Committee** – Composed of up to three trustees for the purpose of drafting and ensuring implementation of District policies.
- While any board member may request placement on a committee, the board president will have the sole discretion to make committee assignments, which will typically be made during the summer in advance of an upcoming school year.
- Committee members serve at the will of the board president and can be removed by the board president at any time. Any trustee who believes he or she has been unfairly removed by the board president can challenge their removal by placing an item on the board agenda for consideration by the board in accordance with policies and board operating procedures governing placement of items

on a board agenda

- The board president may form new committees at any time. The committee's duties and goals will be clearly defined at the time of formation.
- No more than three board members may serve on a committee.
- The role of standing and special board committees (ad hoc, external, task forces, etc.) shall be limited to the finding of facts and formulation of recommendations for action by the board.
- Trustees should work with one another to assure a smooth transition across committee assignment by transferring all written materials to their successors, meeting with them to discuss pending committee matters, and assisting in other ways as needed.

BOARD DEVELOPMENT

What kind of training will board members receive?

- Board members will fulfill the training requirements specified in Board Policy BBD (LEGAL) and BBD (LOCAL).
- Within six months after board elections, all board members will participate in an annual Board/ Superintendent Teambuilding Retreat.
- Board members should be familiar with district policies, especially their duties as defined in policies BAA (LEGAL) and BAA (LOCAL).
- The board will annually review its Board Operating Procedures and Board Ethics Policy BBF (LOCAL).
- ~~Annually~~ ~~Each April, the~~ board will conduct an annual self-evaluation in closed session. Adherence to Board Operating Procedures and Code of Ethics will be considered as part of the evaluation instrument.
- Board Members will have an opportunity at least once per school year ~~a semester~~ to visit campuses (as organized by staff) to support Board member learning centered around teaching and learning and observe evidence of implementation of Board priorities.
- Board members are encouraged to serve on a district committee and/or as a delegate to a local, state or national organization.

ADVOCACY

Is advocacy part of our job?

- It is the responsibility of board members to be advocates, not only for FBISD, but for all of public education. Through trainings and conferences, board members will become familiar with those issues affecting FBISD and other school districts across the state. The State Board of Education requires that trustees advocate to the legislature, Texas Education Agency and the State Board of Education to ensure maximum effectiveness and benefit to the district's students.
- Board members work with legislators and other elected officials locally and on the state and national to build partnerships that serve to strengthen all of public education.

BOARD EVALUATION OF THE BOARD

Who evaluates the board?

- The Board of Trustees is required to conduct an annual self-evaluation. The evaluation occurs at or near the end of the school year in April and is conducted in accordance with the Texas Open Meetings Act.
- The self-evaluation is conducted using a board adopted Self-Evaluation Instrument that aligns with the five sections of the Framework for School Board Development.
- The self-evaluation also includes opportunity for the board members to evaluate their individual and collective effectiveness as leaders using a list of identified leadership competencies. The self-evaluation will also include a review of the Board Operating Procedures and the Code of Ethics.

SUPERINTENDENT'S EVALUATION AND CONTRACT

Superintendent's Evaluation and Contract

Superintendent's Evaluation

- The board will perform an annual quarterly formative evaluations and an annual summative evaluation of the superintendent (to be conducted at or around the anniversary of the superintendent's hiring in October) ~~of the superintendent~~.
- The evaluation instrument shall be developed collaboratively between the superintendent and the board, adopted in advance, and shall be based on the district's progress toward accomplishing the district's goals.
- The board president will ask for input from all board members on board-approved indicators.
- The superintendent's evaluation is confidential by law and will be conducted in closed session.

Superintendent's Contract

- The board will annually review the superintendent's contract and salary.
- The board president with the assistance of board counsel will negotiate contract changes with the superintendent and will notify board members of any proposed amendments to the superintendent's contract.
- The board's attorney will review the superintendent's contract, as well as any proposed amendments, with the board in closed session.

CANDIDATE AND NEW MEMBER ORIENTATION AND TRAININGS

What kind of training do you need to be a candidate or new board member?

The superintendent will conduct a pre-election meeting for all board candidates to inform them of necessary filings and the board's calendar, and to provide key information on Board member [responsibilities](#) including, but not limited to:

- Board role and responsibilities
- Board Operating Procedures
- Board calendar
- Policy BBD and related exhibits
- Overview of District Strategic Plan
- Key upcoming Board decisions (i.e. budget adoption)

Upon election of new Board members, the Board President and Superintendent shall conduct an orientation that includes a review of Board member responsibilities including, but not limited to:

- Board role and responsibilities
 - Board Operating Procedures
 - Board calendar
 - Policy BBD and related exhibits
 - Overview of District Strategic Plan
- The orientation shall also include an in-depth discussion of the District budget adoption and other matters that will require Board consideration by the new Trustee(s) during the first 90 days in office. During this orientation meeting, the new board member shall also sign the Board Member Code of Ethics.
 - The orientation shall also provide familiarity with the responsibilities of each member of the District's Executive Leadership Team.

During the meeting, new Board members shall be provided copies of the following;

- The superintendent's contract
- The superintendent's evaluation instrument
- The board's self-evaluation instrument
- FBISD's Strategic Plan and Goals
- Board Ethics Policy BBF (Local)
- Board Policy BAA (Local)
- A list of board and administration committees having board member representation
- [the Permission for Public Access form](#)

- Within six months following board elections, new board members will attend the Board/Superintendent Teambuilding Retreat.
- Within their first year of service, new board members will acquire ten hours of continuing education training, including training regarding the Texas Open Meetings and Public Information acts (which must be completed within 90 days of taking office). New board members are also encouraged to attend the TASB Summer Institute, including the New Board Member Workshop series and, upon invitation, governance training sponsored by the Center for Reform of School Systems.
- New board members are encouraged to familiarize themselves with Robert's Rules of Order.
- Board members have the option to restrict public access of personal information under the Texas Public Information Act.

The Permission for Public Access form must be completed and turned into the Superintendent's Office.

BOARD LEADERSHIP ACADEMY

What is the Board Leadership Academy?

To enhance community engagement, provide community members a deeper understanding of the district, and to give community members tools needed to advocate for students, the Fort Bend ISD Board of Trustees launched the Board Leadership Academy in 2017.

This six-session course is designed for community members who want to learn more about FBISD and get a behind-the-scenes look at the systems and processes utilized in the day-to-day operations of the district. Board members and district staff will facilitate each session, with topics including curriculum, teaching and learning, planning and accountability, legislative issues/advocacy, and collaborative communities.

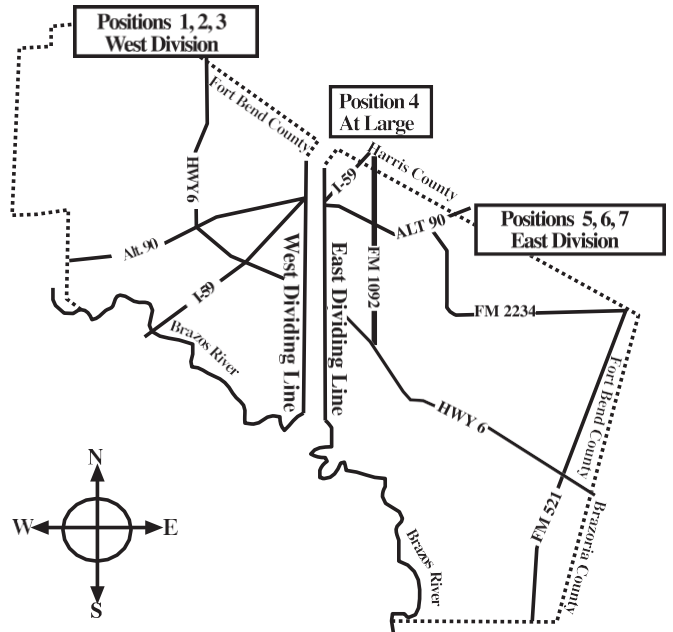
The application and selection process will be publicized on the Board of Trustees website each year.

DIVISION MAP

Who elects the Board members in each position, and where do they live?

The seven Board of Trustees members are voted on by all residents of the school district. Three trustees must reside on the West side of the district (Positions 1, 2, 3) and three must reside on the East side of the district (Positions 5, 6, 7).

FBISD Trustees are elected to three-year terms on a rotating basis. Two are elected each year, one from each side of the district. Also, every third year, the “at large” Position 4, is elected.



For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Board Leadership Academy
Department: Board of Trustees

Recommendation

Consideration and approval to initiate a Board Leadership Academy.

Summary

During the 2017-18 school year, Fort Bend ISD launched the Board Leadership Academy (BLA) and continued with a second cohort in 2018 -19. The BLA was developed to build strong advocates for children in public schools and to develop BLA cohort members' knowledge on pertinent topics such as School Budget and Finance, Accountability & Assessment, Legislative Advocacy, Curriculum & Instruction, Technology, and Leadership Development.

Each year the cohort attended an opening retreat centered on team building, a tour of the District, a trip to the State Capitol to meet with elected officials, and an end-of-the-year graduation ceremony.

At the start of the 2019-20 school year, it was decided that the BLA would only be hosted during the school year when a legislative session was held. The pandemic delayed the start of the 2020-21 BLA application process and the project was not continued thereafter.

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Superintendent Evaluation
Instrument
Department: Board of Trustees

Recommendation

Consideration and approval of the Superintendent Summative Evaluation Instrument.

Summary

The evaluation of the Superintendent is one of the most important tasks performed annually by the Board of Trustees of a Texas public school district. It is not a “checklist” or “snapshot activity.” Rather, it is an ongoing process focused on setting goals and priorities for the district and measuring achievement. Further, the evaluation process should encourage candid and full communication between the Board and the Superintendent to strengthen the management team and ensure a common commitment to the district’s goals and priorities. In accordance with Texas law, the evaluation of the Superintendent is a confidential record of the school district.



Superintendent Evaluation Form

SUPERINTENDENT'S EVALUATION AREAS

1. Board and Superintendent Relations
2. Administrative Leadership
3. Educational Leadership
4. School/Community Relations
5. Professional Growth and Development
6. School/Organization Improvement
7. Student Academic Performance

Approval Date: _____

Quarter I Review: _____

Quarter II Review: _____

Quarter III Review: _____

48

Annual Review Date: _____

**In accordance with Texas law, the evaluation of the Superintendent is a confidential record of the district and may not be released without the approval of the Fort Bend ISD Board of Trustees.*

INTRODUCTION

The evaluation of the Superintendent is one of the most important tasks performed annually by the Board of Trustees of a Texas public school district. It is not a “checklist” or “snapshot activity.” Rather, it is an ongoing process focused on setting goals and priorities for the district and measuring achievement. Further, the evaluation process should encourage candid and full communication between the Board and the Superintendent to strengthen the management team and ensure a common commitment to the district’s goals and priorities. In accordance with Texas law, the evaluation of the Superintendent is a confidential record of the school district.

INSTRUCTIONS

Each Board member shall complete a copy of this evaluation instrument. Using the measurement scale indicated, each Board member shall rate the Superintendent's performance on the indicators to the right of each performance criterion. Where appropriate, each Board member should include comments to explain the rating given.

Not all indicators under a performance criterion may be of equal importance. Consequently, each Board member shall determine an overall rating for each performance criteria and shall enter that overall rating on the summative page (page 3). Prior to the completion of the evaluation instrument, each Board member should consider his or her own observations, information provided by the Superintendent, and other available relevant information.

Each Board member should send a copy of the completed evaluation instrument to the Board President before the appropriate Board meeting. At a meeting of the Board in executive session, each Board member and the Superintendent shall receive a copy of the composite rating information. The results will be discussed and, following the discussion as appropriate, any Board member may modify his or her rating of the Superintendent's performance.

The final composite rating for each performance criteria shall be entered on the summative page of this evaluation instrument (page 10), which shall constitute the overall evaluation of the Superintendent by the Board.

The Board's evaluation of the Superintendent and the individual evaluation instruments completed by each Board member and the Superintendent are confidential documents and shall be kept secure.

Board Member Summative Page Evaluation Report: Superintendent

Superintendent:

Dr. Marc Smith

Fort Bend ISD

2024

Board Member:

Name

Signature

Date

Step 1: Assess Progress Toward Goals (Complete pages 4-10 first; check one for each set of goals.)

Board and Superintendent Relations	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
Administrative Leadership	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
Educational Leadership	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
School and Community Relations	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
Professional Growth and Development	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
School and Organization Improvement	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
Student Academic Performance	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded

50

Step 2: Rate Overall Summative Performance (Based on Step 1 and Step 2 ratings; circle one.)

Unsatisfactory **Needs Improvement** **Proficient** **Exemplary**

Step 3: Add Evaluator Comments

Comments and analysis are recommended for any rating but are required for an overall summative rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory* or Impact on Student Learning rating of *high* or *low*.

Comments:

Superintendent's Performance Rating for Standard I: Board and Superintendent Relations

*Check one box for each indicator and circle the overall standard rating.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Shows ability to provide firm and definite recommendations to the Board;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Understands the role of the Board in policy making while recommending policies to the board to enhance teaching and learning;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Willing to bring educational issues before the Board for evaluation and study;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Strives to build and maintain solid interpersonal relationships with the Board members;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keeps Board informed regarding the operations of FBISD.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrating competence in written and verbal communications to the board;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

51

Overall Rating for Standard I (Check One):

- Unsatisfactory**

 Needs Improvement

 Proficient

 Exemplary

Comments and analysis (recommended for any overall rating; required for overall rating of Exemplary, Needs Improvement or Unsatisfactory):

<p>Examples of evidence superintendent might provide:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Goals progress report <input type="checkbox"/> Budget analyses and monitoring reports <input type="checkbox"/> Budget presentations and related materials <input type="checkbox"/> External reviews and audits 	<ul style="list-style-type: none"> <input type="checkbox"/> Staff attendance, hiring, retention, and other HR data <input type="checkbox"/> Analysis of student feedback <input type="checkbox"/> Analysis of staff feedback <input type="checkbox"/> Analysis of safety and crisis plan elements and/or incidence reports <input type="checkbox"/> Relevant school committee meeting agendas/minutes/materials 	<ul style="list-style-type: none"> <input type="checkbox"/> Analysis and/or samples of leadership team(s) schedule/ agendas /materials <input type="checkbox"/> Other: _____
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Superintendent’s Performance Rating for Standard II: Administrative Leadership

*Check one box for each indicator and circle the overall standard rating.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Competency in technical aspects of the positions such as administrative and personnel management, bond oversight, finance, school law, facilities functions; ensuring that facilities are maintained and upgraded as necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ability to communicate clearly both orally and in writing; willingness and ability to delegate.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Manages a broad range of school operations (e.g. attendance, accounting, payroll, transportation, contract/at-will staff).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ability to withstand reasonable pressure.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Overall Rating for Standard II (Check One):

- Unsatisfactory**

 Needs Improvement

 Proficient

 Exemplary

52

Comments and analysis (recommended for any overall rating; required for overall rating of Exemplary, Needs Improvement or Unsatisfactory):

<p>Examples of evidence superintendent might provide:</p> <input type="checkbox"/> Goals progress report <input type="checkbox"/> Budget analyses and monitoring reports <input type="checkbox"/> Budget presentations and related materials <input type="checkbox"/> External reviews and audits <input type="checkbox"/> Staff attendance, hiring, retention, and other HR data	<input type="checkbox"/> Analysis of student feedback <input type="checkbox"/> Analysis of staff feedback <input type="checkbox"/> Analysis of safety and crisis plan elements and/or incidence reports <input type="checkbox"/> Relevant school committee meeting agendas/minutes/materials <input type="checkbox"/> Analysis and/or samples of leadership team(s) schedule/agendas/materials	<input type="checkbox"/> Other: _____
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Superintendent’s Performance Rating for Standard III: Educational Leadership

*Check one box for each indicator and circle the overall standard rating.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Shows ability to provide leadership in program and instruction for all aspects of the K-12 school system which leads to the improvement of student academic progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates competence in the area of curriculum; monitors progress regarding the implementation of academic success on an annual basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provides leadership for the professional development of the employees of Fort Bend ISD regarding State of Texas Assessment of Academic Readiness (STAAR), End of Course (EOC), Texas Essential Knowledge and Skills (TEKS) and the evaluation of principal and teacher skill and knowledge level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains high integrity for the academic accomplishments of students in FBISD.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

53

Overall Rating for Standard III (Check One):

- Unsatisfactory**

 Needs Improvement

 Proficient

 Exemplary

Comments and analysis (recommended for any overall rating; required for overall rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*):

Examples of evidence superintendent might provide: <input type="checkbox"/> Goals progress report <input type="checkbox"/> Budget analyses and monitoring reports <input type="checkbox"/> Budget presentations and related materials <input type="checkbox"/> External reviews and audits <input type="checkbox"/> Staff attendance, hiring, retention, and other HR data	<input type="checkbox"/> Analysis of student feedback <input type="checkbox"/> Analysis of staff feedback <input type="checkbox"/> Analysis of safety and crisis plan elements and/or incidence reports <input type="checkbox"/> Relevant school committee meeting agendas/minutes/materials <input type="checkbox"/> Analysis and/or samples of leadership team(s) schedule/agenda /materials	<input type="checkbox"/> Other: _____
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Superintendent’s Performance Rating for Standard IV: School and Community Relations

*Check one box for each indicator and circle the overall standard rating.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Gains respect and support of the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Develops friendly and cooperative relationships with news media.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Participates actively in community life and affairs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Willing to keep community informed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fosters a positive school and organizational climate with an emphasis on teaching and learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seeking support for school programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

54

Overall Rating for Standard IV (Check One):

- Unsatisfactory**

 Needs Improvement

 Proficient

 Exemplary

Comments and analysis (recommended for any overall rating; required for overall rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*):

<p>Examples of evidence superintendent might provide:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Goals progress report <input type="checkbox"/> Budget analyses and monitoring reports <input type="checkbox"/> Budget presentations and related materials <input type="checkbox"/> External reviews and audits <input type="checkbox"/> Staff attendance, hiring, retention, and other HR data 	<ul style="list-style-type: none"> <input type="checkbox"/> Analysis of student feedback <input type="checkbox"/> Analysis of staff feedback <input type="checkbox"/> Analysis of safety and crisis plan elements and/or incidence reports <input type="checkbox"/> Relevant school committee meeting agendas/minutes/materials <input type="checkbox"/> Analysis and/or samples of leadership team(s) schedule/agendas/materials 	<p><input type="checkbox"/> Other: _____</p>
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Superintendent’s Performance Rating for Standard V: Professional Growth and Development

*Check one box for each indicator and circle the overall standard rating.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Integrity, strong work ethics.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disseminating ideas and information to other professionals while gaining respect among colleagues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promotes positive image through actions and statements while conducting himself in an ethical and professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Willingness to grow professionally by active participation in professional associations, workshops, conferences, and courses.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Overall Rating for Standard V (Check One):

- Unsatisfactory**

 Needs Improvement

 Proficient

 Exemplary

55

Comments and analysis (recommended for any overall rating; required for overall rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*):

Examples of evidence superintendent might provide:

- Goals progress report
- Budget analyses and monitoring reports
- Budget presentations and related materials
- External reviews and audits
- Staff attendance, hiring, retention, and other HR data

- Analysis of student feedback
- Analysis of staff feedback
- Analysis of safety and crisis plan elements and/or incidence reports
- Relevant school committee meeting agendas/minutes/materials
- Analysis and/or samples of leadership team(s) schedule/agendas/materials

Other: _____

Superintendent's Performance Rating for Standard VI: School/Organizational Improvement

**Check one box for each indicator and circle the overall standard rating.*

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Identifies goals, direction and desired results, and aligns and prioritizes tasks to support strategic plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Focuses on satisfying needs and continuously strives to improve work process.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Conducts periodic evaluation of all programs and operations, acquires and applies new knowledge in a timely manner, and uses a collaborative decision process and problem-solving technique when appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demonstrates persistence in seeking projects through to completion.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Considers broader impact of alternatives and effectively balances competing priorities.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> ⁵⁶

Overall Rating for Standard VI (Check One):

- Unsatisfactory**

 Needs Improvement

 Proficient

 Exemplary

Comments and analysis (recommended for any overall rating; required for overall rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*):

Examples of evidence superintendent might provide: <input type="checkbox"/> Goals progress report <input type="checkbox"/> Budget analyses and monitoring reports <input type="checkbox"/> Budget presentations and related materials <input type="checkbox"/> External reviews and audits <input type="checkbox"/> Staff attendance, hiring, retention, and other HR data	<input type="checkbox"/> Analysis of student feedback <input type="checkbox"/> Analysis of staff feedback <input type="checkbox"/> Analysis of safety and crisis plan elements and/or incidence reports <input type="checkbox"/> Relevant school committee meeting agendas/minutes/materials <input type="checkbox"/> Analysis and/or samples of leadership team(s) schedule/agendas/materials	<input type="checkbox"/> Other: _____
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Superintendent's Performance Rating for Standard VII: Student Academic Performance

*Check one box for each indicator and circle the overall standard rating.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Establishes periodic, routine measures of student academic performance to monitor growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Analyzes student performance data and executes plans to addresses areas of needed growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Develops high standards for student academic performance and holds leadership accountable for meeting the standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prioritizes student academic performance and makes decisions accordingly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Allocates adequate instructional resources and personnel to support student academic achievement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> 57

Overall Rating for Standard VI (Check One):

Unsatisfactory

Needs Improvement

Proficient

Exemplary

Comments and analysis (recommended for any overall rating; required for overall rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*):

Examples of evidence superintendent might provide:

- MAP Growth performance data
- Texas Academic Performance Report (TAPR)
- Curriculum management/program plan
- Observation and teacher evaluation data
- Analysis of student performance data

- State accountability reports
- Academic performance goals for district and campuses
- Professional development plan and calendar
- Instructional materials inventory report
- Analysis and/or samples of leadership team(s) schedule/agendas/materials

Other: _____

Summative Annual Appraisal and Signature Page

Board /Superintendent Relations	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
Administrative Leadership	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
Educational Leadership	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
School/Community Relations	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
Professional Growth and Development	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
School/Organization Improvement	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
Student Academic Performance	<input type="checkbox"/> Did Not Meet	<input type="checkbox"/> Some Progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded

Signature of Trustee

Date:

Signature of Trustee

Date:

58

Signature of Trustee

Date:

Signature of Trustee

Date:

Signature of Trustee

Date:

Signature of Trustee

Date:

Signature of Trustee

Date:

The Trustees and I have discussed this Annual Appraisal Report.

Signature of Superintendent

Date:

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Deletion, Adoption and Revision of Policies EF(Local), EFA(Local), and EFB(Local)
References: Board Policy BF (Local)
Department: Legal Services

Recommendation

Consideration and approval of proposed deletion, adoption, and revision of local policies EF(Local), EFA(Local), and EFB(Local).

Summary

The Board Policy Committee recommends the following deletion, adoption, and revision of local policies:

- EF(Local) Instructional Resources: Instructional Materials
 - This policy is being deleted and the content largely moved to EFA and EFB (Local).
- EFA(Local) Instructional Resources: Instructional Materials
 - This new policy contains content moved from EF(Local) and includes recommended revisions from TASB's Update 123 to address compliance with House Bill 900 and TSLAC's newly created library standards.
 - The policy also includes clarity regarding the Superintendent's authority to remove instructional materials.
- EFB(Local) Instructional Resources: Library Materials
 - This new policy is largely comprised of content required to comply with TSLAC's newly created library standards.
 - The policy also includes clarity regarding the Superintendent's authority to remove library materials.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Coby Wilbanks
General Counsel

Philosophy

Instructional Resources
“Instructional resources” include print and electronic classroom Objectives

District and campus staff Selection

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District’s educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

The Board believes students and staff benefit from access to a broad range of instructional ~~resources~~materials that align to the Texas Essential Knowledge and Skills ~~(TEKS)~~ for each subject of the required curriculum, represent varied points of view, and enhance student learning through literacy rich environments. The Board ~~has confidence in staff selection of instructional resources; and~~ supports transparency and parental rights to view instructional ~~resources~~materials.

In this policy, “instructional ~~and library~~ materials, ~~including~~” may include textbooks, supplementary resources for classroom use, and any other instructional ~~materials~~resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District’s educational program.

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional ~~resources~~materials that:

1. Enrich and support the ~~TEKS-mandated~~ curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans;
2. Are ~~age~~-appropriate ~~to~~for the subject area ~~considering the relevant student population’s and~~ for the age, ability/reading level, learning styles, interests, and social and emotional development, ~~and interests;~~ of the students for whom they are selected.

Library Materials

3. Meet high standards for artistic quality ~~and/or~~ literary style; authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. ~~Promote literacy, literary appreciation, and reading for enjoyment.~~
5. ~~Are educationally significant, factually accurate, and from authoritative sources;~~
6. ~~Are designed to provide~~ Present various sides of controversial issues so that ~~motivate~~ students have an opportunity to examine their own attitudes and behavior [see EMB regarding instruction about controversial issues];
7. ~~Promote understanding of civic duties, responsibilities, rights, and privileges as citizens participating in a free and democratic society;~~
8. ~~Promote~~ develop, under guidance, skills in critical thinking skills analysis and the ability to make in making informed judgments ~~and choices~~ judgments in their daily lives;
9. ~~Represent a variety of contributions by ethnic, religious, and cultural groups to the national heritage and world community; and~~
- 10.4. ~~Are free of graphic images portraying sex acts~~ [see. [See also EMB regarding instruction about controversial issues ~~and EHAA regarding human sexuality instruction~~.]

5. ~~In addition to the criteria governing~~ Promote literacy.

District professional staff may select additional instructional materials ~~generally, staff shall select in accordance with administrative regulations~~ and ~~acquire library~~ the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials that:

1. ~~Represent a balanced collection presenting varied viewpoints and a global perspective;~~
2. ~~Have received state or national awards, favorable professional library reviews from state or nationally recognized review publications, or are included on recommended reading lists developed by library professionals and educators;~~
3. ~~Cover topics, authors, series, or genres that fill gaps in the school library collection; and~~

	<p>4. Meet student interests recognizing the diversity of interests among the District's student populations.</p> <p><u>for selection.</u> Gifts of instructional resources<u>materials</u> shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).</p> <p><u>Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.</u></p>
<p>Administrative Procedures</p>	<p>The Superintendent shall establish administrative procedures consistent with this policy regarding standards for selecting instructional resources<u>materials</u> and a process for reconsidering denial of an educator's, parent's, or guardian's, <u>or trustee's</u> request that re-<u>garding</u> the District use of an instructional resource<u>material</u>.</p>
<p>Parent Consideration</p>	<p>While District personnel may assist students in selecting library material, the ultimate determination of appropriateness remains with the student and their parents or guardians. Parents and guardians are encouraged to communicate with the campus librarians and teachers about special considerations about their child's self-selection of library materials. In accordance with state law and administrative procedures, parents may select alternative library materials for their student. [For information on parental rights regarding instructional resources see EF(LEGAL).]</p> <p>The administration shall establish and publish on the District's web page procedures that allow parents, District employees, and community members to review, request the addition of, or object to the District's use of, instructional resources.</p>
<p><u>Protection from Inappropriate Material</u></p>	<p><u>The District shall comply with state and federal laws governing student access to materials (See Policy EFB (Legal) and the District will not acquire or maintain materials that promote sexual activity among minors or that contain graphic images or explicit descriptions of sex acts or simulations of such acts.</u></p> <p><u>Library materials must be age appropriate. Materials available to elementary students shall be free of depictions, illustrations, or descriptions of full-frontal nudity, except for the purpose of teaching students (as may be approved by a parent or guardian) to avoid and report unlawful behavior.</u></p>
<p><u>Reconsideration of Instructional Materials</u></p>	<p><u>A District employee, a parent or guardian of a District student, or trustee may request reconsideration of an instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.</u></p>
<p>DATE ISSUED: 4/12/2023 <u>LDU-2023-02 UPDATE 123/RAM</u> <u>EF(EFA)(LOCAL)-X</u></p>	<p>62 Adopted: <u>3/27/2023</u></p> <p>3 of 7</p>

Guiding Principles
~~Complaints~~

The following principles shall guide the Board and staff ~~when considering complaints about~~ in responding to a request for reconsideration of instructional resources; materials:

- ~~4.~~ 1. A parent's or guardian's ~~ability~~ right to exercise control over access to an instructional ~~resources extends only to their own~~ child;
- ~~1.~~ 1. ~~Access to challenged~~ material shall ~~not be restricted during any period of administrative~~ extend only to his or Board review except when requested by a her own child.
- ~~2.~~ 2. The Superintendent or his designee may deny access instructional material to a student upon request of the student's parent or guardian~~;~~ ;
- ~~3.~~ 3. ~~Whether~~ The major criterion for the final decision on challenged ~~resource~~ instructional materials is ~~appropriate~~ the appropriateness of the material for its intended educational use~~;~~ ;
- ~~4.~~ 4. ~~Instructional resources shall not be removed solely because of the complainant's disagreement with the viewpoint expressed in the resource.~~

Informal
Reconsideration

~~Informal efforts to resolve complaints about instructional resource should be made using~~ When the following procedure:

- ~~1.~~ 1. ~~The principal~~ District or ~~designee shall explain a campus receives an objection to the school's selection process~~ appropriateness of an instructional material, the criteria for selection, and appropriate administrator shall try to resolve the qualifications of the professional staff who selected the questioned resource;
- ~~2.~~ 2. ~~The principal or designee~~ matter informally. The administrator shall explain the selection process and discuss the intended educational purpose of the resource and any additional information regarding its use;
- ~~3.~~ 3. ~~The principal or designee~~ for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional resource; material to be used by that parent's child in place of the challenged material.
- ~~4.~~ 4. If the complainant wishes to make a formal challenge, the ~~principal or designee~~ administrator shall provide the complainant a copy of this policy, applicable administrative procedures, and information explaining the process for submitting a formal objection on the District's website.

Campus Formal Request for Reconsideration Committee

~~If a complaint about an instructional resource involves~~ The District shall make the reconsideration procedures and a form to request reconsideration of instructional material available on the District's website.

~~If a parent, guardian, or employee or trustee of the District wishes to request reconsideration of an instructional resource that was selected by campus staff, a Campus Reconsideration Committee appointed by the principal shall hold~~ material, they shall follow the procedures to complete and submit the request for reconsideration form.

~~After a request for reconsideration form is submitted, the form shall be provided to the Superintendent. The Superintendent or Superintendent's designee may either schedule~~ a conference with the complainant within 10 days of the complainant's electronic submission of their complaint. The Campus Reconsideration Committee shall determine if the instructional resource meets the criteria in this policy, or refer the request to a committee for review and recommendation.

~~Campus Reconsideration Committees shall be comprised of an odd number of members with a minimum of five and maximum of seven members. Committee membership shall include a campus administrator and at least one instructional staff member who has experience using, or is familiar with, the instructional resource that is the subject of the complaint. Other committee members may include library and District-level staff.~~

~~The Campus Reconsideration Committee shall review the complaint, including any recommended or challenged instructional resource, in its entirety. During the scheduled conference, the complainant shall be permitted reasonable opportunity to present their complaint in accordance with applicable administrative procedures. Absent extenuating circumstances, the Campus Reconsideration Committee chair or designee shall within 30 business days of the conference provide a written report of the Campus Reconsideration Committee's decision to the complainant, the principal, and the Superintendent.~~

~~If the complainant disagrees with the decision, the complainant may appeal the decision to the Superintendent for consideration by a District Reconsideration Committee filing a written notice of appeal within 10 days of the complainant's receipt of the Campus Reconsideration Committee's decision.~~

~~A complaint will be heard by a District Reconsideration Committee instead of a Campus Reconsideration Committee if:~~

~~District-
reconsideration
committee~~

- ~~1. A complaint involves an instructional resource that was selected for District-wide use; or~~
- ~~2. The Superintendent determines a campus-level complaint filed at the campus level is more appropriately reviewed at the District level by a District Reconsideration Committee.~~

~~If formal complaints are submitted at multiple campuses regarding the same instructional resource, the Superintendent may consolidate the review of complaints for consideration by a District Reconsideration Committee.~~

~~The Superintendent shall appoint a District Reconsideration Committee, which shall hold a conference with the complainant within 10 days of the complainant's electronic submission of their complaint. The District Reconsideration Committee shall determine if the instructional resource meets the criteria in this policy.~~

~~District Reconsideration Committees shall be comprised of an odd number of members with a minimum of five and a maximum of seven members. Committee membership shall include a District administrator who oversees the program in which the instructional resource is used, at least one instructional staff member who has experience using, or is familiar with, the instructional resource that is the subject of the complaint. Other committee members may include library, Campus-level staff, and District-level staff.~~

~~The District Reconsideration Committee shall review the complaint, including any recommended or challenged instructional resource in its entirety. During the scheduled conference, the complainant shall be permitted reasonable opportunity to present their complaint in accordance with applicable administrative procedures. The District Reconsideration Committee chair or designee shall within 30 business days of the conference provide a written report of the District Reconsideration Committee's decision to the complainant, the principal, and the Superintendent.~~

~~The complainant may appeal~~In the event the request for reconsideration is referred to a committee, the committee shall submit a recommendation to the Superintendent or Superintendent's designee who may accept, reject, or modify the committee's recommendation.

Appeal

The Superintendent's, Superintendent's designee's, or committee decision of the District Reconsideration Committee may be appealed to the Board by submitting filing a written notice of appeal to the Superintendent within 10 business days of the complainant's receipt of the District Reconsideration Committee's Superintendent's decision.

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFEFA
(LOCAL)

*Frequency of
Review*

**Maintenance again
within two calendar
years of Library
Materials**

~~An~~After an instructional resource~~material has been reviewed by the Board through the reconsideration process, it shall not be reviewed no more than once per school year unless the Superintendent determines that a material change in circumstances has occurred such that additional review is warranted.~~

~~The administration shall periodically evaluate and update the District's library materials considering the age, relevance, and diversity of materials offered. The administration shall establish administrative procedures for regular maintenance of library materials on each campus. These maintenance procedures shall include repair, replacement, removal of materials, and a schedule(s) for inventory purposes. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See C]Board's final decision.~~

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Philosophy

The Board believes students and staff benefit from access to a broad range of instructional materials that align to the Texas Essential Knowledge and Skills for each subject of the required curriculum, represent varied points of view, and enhance student learning through literacy rich environments. The Board supports transparency and parental rights to view instructional materials.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

**Administrative
Procedures**

The Superintendent shall establish administrative procedures consistent with this policy regarding standards for selecting instructional materials and a process for reconsidering denial of an educator's, parent's, guardian's, or trustee's request regarding the District use of an instructional material.

**Protection from
Inappropriate
Material**

The District shall comply with state and federal laws governing student access to materials (See Policy EFB (Legal) and the District will not acquire or maintain materials that promote sexual activity among minors or that contain graphic images or explicit descriptions of sex acts or simulations of such acts.

Library materials must be age appropriate. Materials available to elementary students shall be free of depictions, illustrations, or descriptions of full-frontal nudity, except for the purpose of teaching students (as may be approved by a parent or guardian) to avoid and report unlawful behavior.

**Reconsideration of
Instructional
Materials**

A District employee, a parent or guardian of a District student, or trustee may request reconsideration of an instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

Guiding Principles

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A parent's or guardian's right to exercise control over access to an instructional material shall extend only to his or her own child.
2. The Superintendent or his designee may deny access instructional material to a student upon request of the student's parent or guardian.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy, applicable administrative procedures, and information explaining the process for submitting a formal objection on the District's website.

*Formal Request
for
Reconsideration*

The District shall make the reconsideration procedures and a form to request reconsideration of instructional material available on the District's website.

If a parent, guardian, or employee or trustee of the District wishes to request reconsideration of an instructional material, they shall follow the procedures to complete and submit the request for reconsideration form.

After a request for reconsideration form is submitted, the form shall be provided to the Superintendent. The Superintendent or Superintendent's designee may either schedule a conference with the complainant within 10 days of the complainant's electronic submission of their complaint or refer the request to a committee for review and recommendation.

In the event the request for reconsideration is referred to a committee, the committee shall submit a recommendation to the

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

Superintendent or Superintendent's designee who may accept, reject, or modify the committee's recommendation.

The Superintendent's, Superintendent's designee's, or committee decision may be appealed to the Board by filing a written notice of appeal to the Superintendent within 10 business days of receipt of the Superintendent's decision.

*Frequency of
Review*

After an instructional material has been reviewed by the Board through the reconsideration process, it shall not be reviewed again within two calendar years of the Board's final decision.

Philosophy

Note: For information related to the selection of instructional materials, see EFA.

Instructional Resources

“Instructional resources Collection Development Policy

The Board believes students and staff benefit from access to a broad range of instructional resources that align to the Texas Essential Knowledge and Skills (TEKS) for each subject of the required curriculum, represent varied points of view, and enhance student learning through literacy rich environments. ~~The Board has confidence in staff selection of instructional resources; and supports transparency and parental rights to view instructional resources~~The board recognizes parents are the primary decision-makers regarding their student's access to library materials.

In this policy, “library materials” include ~~print~~printed and electronic classroom instructional and library materials acquisitions, including textbooks, online catalogs, and other ancillary or supplementary resourcesmaterials maintained in campus or classroom libraries.

Responsibility

The Superintendent shall develop administrative procedures that are consistent with law and this policy regarding the acquisition, rejection, use, maintenance, restriction, or removal of library materials, including procedures that allow parents, District employees (as defined in this policy), and trustees to request the acquisition, or object to the use, of library materials. These standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom use, and any other instructional materials, used for formal or informal teaching and learning purposes.libraries, and online catalogs and must incorporate standards that consider the age groups, grade levels, and access to library materials. The administration shall publish the administrative procedures on the District's web site.

~~District and campus staff shall select and acquire instructional resources that:~~

The Superintendent shall ensure the administration trains librarians, professional library staff, and other designated professional staff on this policy and the library collection standards.

Acquisition and Maintenance of Library Materials

When selecting, acquiring, and evaluating library materials, librarians and other professional staff must satisfy local priorities and District standards by ensuring materials:

- ~~1. Enrich and support the TEKS-mandated and the state and local curriculum, the aims and objectives of individual schools and specific courses, and campus improvement plans;~~

- ~~2.1.~~ Are age-appropriate to the subject area considering the relevant student population's ability/reading level, social and emotional development, and taking into consideration students' varied interests; , maturity levels, abilities, and learning styles.
- ~~3.~~ Meet high standards for artistic quality and/or literary style;
- ~~2.~~ Promote literacy Foster growth in factual knowledge, literary appreciation, ~~and reading for~~ aesthetic values, and societal standards.
- ~~4.3.~~ Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
- ~~4.~~ Are educationally significant, factually Represent ethnic, religious, and cultural groups of the state and their contributions to the campus, the state, the nation, and the world.
- ~~5.~~ Promote critical thinking skills that will enable students to make intelligent decisions in their daily lives.
- ~~5.6.~~ With respect to materials presented as works of non-fiction, include accurate, and authentic factual content from authoritative sources; ,
- ~~6.~~ Are designed to provide various sides of controversial issues that motivate students to examine their own attitudes and behavior [see EMB regarding instruction about controversial issues];
- ~~7.~~ Promote understanding of civic duties, responsibilities, rights, and privileges as citizens participating in a free and democratic society;
- ~~8.~~ Promote critical thinking skills and the ability to make informed judgments and choices judgments in their daily lives;
- ~~9.~~ Represent a variety of contributions by ethnic, religious, and cultural groups to the national heritage and world community; and
- ~~7.~~ Are free of Do not advocate or promote racial, ethnic, sex-based, or religious stereotypes.
- ~~8.~~ Do not advocate or promote unlawful activity, including the illegal use of alcohol, tobacco, or illegal drugs by minors.
- ~~10.9.~~ Do not promote sexual activity among minors or contain graphic images ~~portraying~~ or explicit descriptions of sex acts

Library Materials

~~[see also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction]~~ or simulations of such acts.

~~In addition to the criteria governing instructional materials generally, staff shall select and acquire library materials that:~~

- ~~1. Represent a balanced collection presenting varied viewpoints and a global perspective;~~
- ~~2. Have received state or national awards, favorable professional library reviews from state or nationally recognized review publications, or are included on recommended reading lists developed by library professionals and educators;~~
- ~~3. Cover topics, authors, series, or genres that fill gaps in the school library collection; and~~
- ~~4. Meet student interests recognizing the diversity of interests among the District's student populations.~~

~~Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).~~

Administrative Procedures

The Superintendent shall ~~establish~~ ensure that administrative procedures ~~consistent with this policy regarding standards for selecting instructional resources and a process for reconsidering denial of an educator's, parent's, or guardian's request that the~~ regarding the selection of library materials consider at least two of the following factors:

Parent Consideration

1. Recommendations from students, parents or guardians, teachers, and District ~~use of an instructional resource~~ community members.
2. ~~While~~ Consultation with District ~~personnel~~ teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

~~EFEFB~~
(LOCAL)

Parental
Involvement

Parents and guardians are the primary decision makers regarding their student's access to library materials. In general, a student is afforded the opportunity to self-select library materials as part of literacy development. District staff may assist ~~students~~ a student in selecting library material; however, the ultimate determination of appropriateness remains with the ~~student and their parents~~ parent or ~~guardians~~ guardian. Parents and guardians are encouraged to communicate with the campus ~~librarians~~ librarian and ~~teachers~~ their child's teacher about special considerations ~~about their child's self-selection of~~ regarding library materials. ~~self-selected by their student.~~

In accordance with state law and administrative procedures, parents or guardians may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents and providing enrichment opportunities with library materials.

Access
Procedures

School Library

Each campus shall annually communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

A parent or guardian who wishes to access library materials in a classroom or school library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Online Catalog

Online catalogs for campus libraries shall be publicly accessible via the District's website. The District shall publish information about library material titles, including how and where material can be accessed.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

~~EF~~~~EFB~~
(LOCAL)

Protection from
Inappropriate
Material

The District shall comply with state and federal laws governing student access to materials (See Policy EFB (Legal)) and the District will not acquire or maintain materials that are pervasively vulgar, educationally unsuitable, obscene and not protected by the First Amendment, or that promote sexual activity among minors or that contain graphic images or explicit descriptions of sex acts or simulations of such acts.

Library materials must be age appropriate. Other than materials limited to teaching students to avoid and report sexual abuse, materials available to elementary students shall be free of depictions, illustrations, or descriptions of nudity.

Maintenance of
Library Materials

In accordance with state law, this policy, state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See C] and administrative procedures, parents may select alternative library materials for their student. [For information on parental rights regarding instructional resources see EF(LEGAL).]

~~The administration shall establish and publish on the District's web page procedures that allow parents, District employees, and community members to review, request the addition of, or object to the District's use of, instructional resources.~~

Gifts and Donations

The District may accept gifts and donations of library materials provided that any use or disposition of the materials complies with this policy and all other applicable district policies. [See CDC]

Reconsideration of
Library Material

A parent, guardian, District employee or trustee may request the reconsideration of library materials.

Guiding
Principles
Complaints

The following principles shall guide the ~~Board and staff when considering complaints about instructional resources~~ review of a request to reconsider a library material:

1. A parent's or guardian's ~~ability~~ right to exercise control over access to instructional resources extends a library material shall extend only to ~~their~~ his or her own child;
2. ~~Access to challenged material shall not be restricted during any period of administrative or Board review except when requested by a student's parent or guardian;~~

Informal
Reconsideration

~~2. Whether the~~ The Superintendent or Superintendent's designee may at any time remove a library material when required by law (See Policy EFB (Legal)) or if the Superintendent or Superintendent's designee determines the acquisition, use, or maintenance of the material does not comply with this policy. The Superintendent or Superintendent's designee shall also deny access to a student upon request of the student's parent or guardian and may temporarily remove or restrict access to a challenged material during the reconsideration process.

~~3. No challenged resource is appropriate for its intended educational use;~~

~~4.3. Instructional resources~~ library material shall ~~not~~ be removed solely because of the ~~complainant's disagreement with the viewpoint~~ ideas expressed in the ~~resource~~ library material or the personal background of the library material's author or the personal background of the characters in the material.

~~Informal efforts~~ When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve ~~complaints about instructional resource should be made using the following procedure:~~

~~1. the matter informally.~~ The ~~principal~~ librarian or ~~designee~~ administrator shall explain the ~~school's~~ selection process, ~~the criteria for selection,~~ and ~~the qualifications of the professional staff who selected the questioned resource;~~

~~2. The principal or designee shall explain~~ discuss the intended educational purpose of the resource and ~~any additional information regarding its use;~~ for the library material.

~~3. The principal or designee may offer an alternative instructional resource;~~

When a parent or guardian objects to a library material, the student's access to the material shall be restricted and an alternative material shall be offered.

4. If ~~the complainant~~ an individual wishes to make a formal challenge, the ~~principal or designee~~ administrator shall ~~provide~~ make available to the ~~complainant~~ individual a copy of this policy, applicable administrative procedures, and information explaining the process for submitting a formal objection on the District's website.

~~Campus Formal
Request for
Reconsideration
Committee~~

~~If a complaint about an instructional resource involves an instructional resource that was selected by campus staff, a Campus Reconsideration Committee appointed by the principal. The District shall make a form to request reconsideration of library material available on the District's website.~~

If a parent, guardian, employee or trustee of the District wishes to formally request reconsideration of a library material, they shall follow the procedures to complete and submit the request for reconsideration form.

After a request for reconsideration form is submitted, the form shall be provided to the Superintendent and distributed to the school librarian and Board. The Superintendent or Superintendent's designee may hold a conference with the ~~complainant~~requester within 10 business days of the ~~complainant's~~requester's electronic submission of their ~~complaint~~. ~~The Campus Reconsideration Committee shall determine if the instructional resource meets the criteria in this policy.~~request or refer the request to a committee for review and recommendation.

~~Campus Reconsideration Committees shall be comprised of an odd number of members with a minimum of five and maximum of seven members. Committee membership shall include a campus administrator and at least one instructional staff member who has experience using, or is familiar with, the instructional resource that is the subject of the complaint. Other committee members may include library and District-level staff.~~

~~The Campus Reconsideration Committee shall review the complaint, including any recommended or challenged instructional resource, in its entirety. During the scheduled conference, the complainant shall be permitted reasonable opportunity to present their complaint in accordance with applicable administrative procedures. Absent extenuating circumstances, the Campus Reconsideration Committee chair or designee shall within 30 business days of the conference provide a written report of the Campus Reconsideration Committee's decision to the complainant, the principal, and the Superintendent.~~

~~If the complainant disagrees with the decision, the complainant may appeal the decision to the Superintendent for consideration by a District Reconsideration Committee filing a written notice of appeal within 10 days of the complainant's receipt of the Campus Reconsideration Committee's decision.~~

~~A complaint will be heard by a District Reconsideration Committee instead of a Campus Reconsideration Committee if:~~

*District-
reconsideration
committee*

- ~~1. A complaint involves an instructional resource that was selected for District-wide use; or~~
- ~~2. The Superintendent determines a campus-level complaint filed at the campus level is more appropriately reviewed at the District level by a District Reconsideration Committee.~~

~~If formal complaints are submitted at multiple campuses regarding the same instructional resource, the Superintendent may consolidate the review of complaints for consideration by a District Reconsideration Committee.~~

~~The Superintendent shall appoint a District Reconsideration Committee, which shall hold a conference with the complainant within 10 days of the complainant's electronic submission of their complaint. The District Reconsideration Committee shall determine if the instructional resource meets the criteria in this policy.~~

~~District Reconsideration Committees shall be comprised of an odd number of members with a minimum of five and a maximum of seven members. Committee membership shall include a District administrator who oversees the program in which the instructional resource is used, at least one instructional staff member who has experience using, or is familiar with, the instructional resource that is the subject of the complaint. Other committee members may include library, Campus-level staff, and District-level staff.~~

~~The District Reconsideration Committee shall review the complaint, including any recommended or challenged instructional resource in its entirety. During the scheduled conference, the complainant shall be permitted reasonable opportunity to present their complaint in accordance with applicable administrative procedures. The District Reconsideration Committee chair or designee shall within 30 business days of the conference provide a written report of the District Reconsideration Committee's decision to the complainant, the principal, and the Superintendent.~~

Appeal

~~The complainant may appeal~~In the event the request for reconsideration is referred to a committee, the committee shall submit a recommendation to the Superintendent or Superintendent's designee who may accept, reject, or modify the committee's recommendation.

~~The Superintendent's or Superintendent's designee's decision of the District Reconsideration Committee~~may be appealed to the Board by ~~submitting~~filing a written notice of appeal to ~~the Superintendent~~the Superintendent within 10 ~~business~~business days of ~~the complainant's~~the complainant's receipt of the ~~District Reconsideration Committee's~~Superintendent's decision.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

~~EF~~~~EF~~~~B~~
(LOCAL)

Public
Information

The Superintendent shall publicly identify on the District's website library materials that are removed from general use as a result of a reconsideration request. The public notification shall include:

1. The date of the reconsideration request.
2. The title and author of the removed material or resource.
3. The school(s) and grade level(s) from where the material or resource was removed.
4. The reason for removal.

Frequency of
Review

~~An instructional resource shall be reviewed no more than once per school year unless the Superintendent determines that a material change in circumstances has occurred such that additional review is warranted.~~

After a library material has been reviewed by the Board through the reconsideration process, it shall not be reviewed again within two calendar years of the Board's final decision.

~~Maintenance of
Library Materials~~

~~The administration shall periodically evaluate and update the District's library materials considering the age, relevance, and diversity of materials offered. The administration shall establish administrative procedures for regular maintenance of library materials on each campus. These maintenance procedures shall include repair, replacement, removal of materials, and a schedule(s) for inventory purposes. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See C]~~

Note: For information related to the selection of instructional materials, see EFA.

The Board believes students and staff benefit from access to a broad range of instructional resources that align to the Texas Essential Knowledge and Skills (TEKS) for each subject of the required curriculum, represent varied points of view, and enhance student learning through literacy rich environments. The board recognizes parents are the primary decision-makers regarding their student's access to library materials.

**Collection
Development Policy**

In this policy, "library materials" include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in campus or classroom libraries.

Responsibility

The Superintendent shall develop administrative procedures that are consistent with law and this policy regarding the acquisition, rejection, use, maintenance, restriction, or removal of library materials, including procedures that allow parents, District employees (as defined in this policy), and trustees to request the acquisition, or object to the use, of library materials. These standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, and online catalogs and must incorporate standards that consider the age groups, grade levels, and access to library materials. The administration shall publish the administrative procedures on the District's web site.

The Superintendent shall ensure the administration trains librarians, professional library staff, and other designated professional staff on this policy and the library collection standards.

Acquisition and
Maintenance of
Library Materials

When selecting, acquiring, and evaluating library materials, librarians and other professional staff must satisfy local priorities and District standards by ensuring materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

4. Represent ethnic, religious, and cultural groups of the state and their contributions to the campus, the state, the nation, and the world.
5. Promote critical thinking skills that will enable students to make intelligent decisions in their daily lives.
6. With respect to materials presented as works of non-fiction, include accurate and authentic factual content from authoritative sources.
7. Do not advocate or promote racial, ethnic, sex-based, or religious stereotypes.
8. Do not advocate or promote unlawful activity, including the illegal use of alcohol, tobacco, or illegal drugs by minors.
9. Do not promote sexual activity among minors or contain graphic images or explicit descriptions of sex acts or simulations of such acts.

The Superintendent shall ensure that administrative procedures regarding the selection of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District community members.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.

Parental
Involvement

Parents and guardians are the primary decision makers regarding their student's access to library materials. In general, a student is afforded the opportunity to self-select library materials as part of literacy development. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the parent or guardian. Parents and guardians are encouraged to communicate with the campus

librarian and their child's teacher about special considerations regarding library materials self-selected by their student.

In accordance with state law and administrative procedures, parents or guardians may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents and providing enrichment opportunities with library materials.

Access
Procedures

School Library

Each campus shall annually communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

A parent or guardian who wishes to access library materials in a classroom or school library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Online Catalog

Online catalogs for campus libraries shall be publicly accessible via the District's website. The District shall publish information about library material titles, including how and where material can be accessed.

Protection from
Inappropriate
Material

The District shall comply with state and federal laws governing student access to materials (See Policy EFB (Legal)) and the District will not acquire or maintain materials that are pervasively vulgar, educationally unsuitable, obscene and not protected by the First Amendment, or that promote sexual activity among minors or that contain graphic images or explicit descriptions of sex acts or simulations of such acts.

Library materials must be age appropriate. Other than materials limited to teaching students to avoid and report sexual abuse,

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

materials available to elementary students shall be free of depictions, illustrations, or descriptions of nudity.

Maintenance of
Library Materials

In accordance with state law, this policy, state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

Gifts and Donations

The District may accept gifts and donations of library materials provided that any use or disposition of the materials complies with this policy and all other applicable district policies. [See CDC]

Reconsideration of
Library Material

A parent, guardian, District employee or trustee may request the reconsideration of library materials.

*Guiding
Principles*

The following principles shall guide the review of a request to reconsider a library material:

1. A parent's or guardian's right to exercise control over access to a library material shall extend only to his or her own child.
2. The Superintendent or Superintendent's designee may at any time remove a library material when required by law (See Policy EFB (Legal)) or if the Superintendent or Superintendent's designee determines the acquisition, use, or maintenance of the material does not comply with this policy. The Superintendent or Superintendent's designee shall also deny access to a student upon request of the student's parent or guardian and may temporarily remove or restrict access to a challenged material during the reconsideration process.
3. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

*Informal
Reconsideration*

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.

When a parent or guardian objects to a library material, the student's access to the material shall be restricted and an alternative material shall be offered.

If an individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy, applicable administrative procedures, and information explaining the process for submitting a formal objection on the District's website.

*Formal Request
for
Reconsideration*

The District shall make a form to request reconsideration of library material available on the District's website.

If a parent, guardian, employee or trustee of the District wishes to formally request reconsideration of a library material, they shall follow the procedures to complete and submit the request for reconsideration form.

After a request for reconsideration form is submitted, the form shall be provided to the Superintendent and distributed to the school librarian and Board. The Superintendent or Superintendent's designee may hold a conference with the requester within 10 business days of the requester's electronic submission of their request or refer the request to a committee for review and recommendation.

Appeal

In the event the request for reconsideration is referred to a committee, the committee shall submit a recommendation to the Superintendent or Superintendent's designee who may accept, reject, or modify the committee's recommendation.

The Superintendent's or Superintendent's designee's decision may be appealed to the Board by filing a written notice of appeal to the Superintendent within 10 business days of receipt of the Superintendent's decision.

*Public
Information*

The Superintendent shall publicly identify on the District's website library materials that are removed from general use as a result of a reconsideration request. The public notification shall include:

1. The date of the reconsideration request.
2. The title and author of the removed material or resource.
3. The school(s) and grade level(s) from where the material or resource was removed.
4. The reason for removal.

*Frequency of
Review*

After a library material has been reviewed by the Board through the reconsideration process, it shall not be reviewed again within two calendar years of the Board's final decision.

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Memorandum of Understanding for JJAEP
References: Board Policy GRAC (LEGAL) District Goal 1
Department: Department of Student Affairs

Recommendation

Consideration and approval to ratify the approval of the Memorandum of Understanding (MOU) for the Juvenile Justice Alternative Education Program (JJAEP) services among Fort Bend County Juvenile Probation Board, Fort Bend ISD (FBISD), Stafford MSD (SMSD), and Alief ISD (AISD).

Summary

Chapter 37 of the Texas Education Code requires that a Juvenile Justice Alternative Education Program be in operation in Fort Bend County. FBISD is the largest District within Fort Bend County and is therefore the designated education provider. Students enrolled in the JJAEP are assigned through court order or District placement in the program.

FBISD delivers all educational services in JJAEP as outlined in policy FODA (LEGAL). The Fort Bend County Juvenile Justice Department originally financed the building located at 400 Coen Rd. Rosharon, Texas, and oversees all maintenance and operations. The JJAEP provides program personnel, which consists of a Director, Supervisor, Assistant Supervisor, and ten staff members.

FBISD is responsible for providing appropriate educational staff to serve the students enrolled in the program. During the 2023-2024 school year, FBISD provided five teachers, one aide, and shared a principal and counselor with the M.R. Wood Center for Learning. The total budgeted cost to the district for 2023-2024 was \$449,834, which included the staff members, supplies and other operating expenditures. Projected budget for 2024-2025, which includes salaries, benefits, supplies and other operating expenditures, is \$492,599.

Stafford Municipal School District and Alief ISD are participating school districts and may reserve up to two seats at the JJAEP at a cost of \$25,000. Additional seats may be made available to the participating districts on a space-available basis, upon their request to FBISD and the Juvenile Probation Department. In the event that the districts do not utilize the facility during the school year, FBISD is required to refund 80 percent of the district's deposit.

During the 2023-2024 school year, a total of 58 students were enrolled at the JJAEP with three additional students receiving an expulsion to JJAEP but never attended due to graduation or incarceration. Of the 58 enrolled students, none were assigned from Stafford MSD or Alief ISD. All 58 students enrolled in the JJAEP were from Fort Bend ISD.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan
Deputy Superintendent of Teaching and Learning

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

MEMORANDUM OF UNDERSTANDING
FOR JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

THIS MOU is made and entered into by and between the FORT BEND COUNTY JUVENILE PROBATION BOARD, hereinafter referred to as “BOARD,” FORT BEND INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as “FBISD,” STAFFORD MUNICIPAL SCHOOL DISTRICT, hereinafter referred to as “SMSD”, and ALIEF INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as “AISD”.

WHEREAS, Chapter 37 of the Texas Education Code requires that a Juvenile Justice Alternative Program (“JJAEP”) be in operation in Fort Bend County, and such a JJAEP has been established; and WHEREAS, the parties hereto desire to continue the JJAEP currently in existence.

NOW THEREFORE, in consideration of the mutual covenants set forth herein the parties hereto agree as follows:

SECTION I
DEFINITIONS

For the purpose of this MOU, the following terms shall mean:

- 1.01 *BOARD Personnel* - Probation Officers, Youth Specialists, Site Supervisors, Campus Supervisors, Director, Chief Juvenile Probation Officer.
- 1.02 *Classroom* -A designated room at the JJAEP.
- 1.03 *Court-ordered students* – students who have not been expelled from school but reside within Fort Bend County and have been ordered to attend the JJAEP.
- 1.04 *Eligible Students* – Students who have been expelled from school by FBISD or a Member School District pursuant to the terms of Chapter 37 of the Texas Education Code.
- 1.05 *FBISD Personnel* - Teachers, Teacher’s Aides, and a Counselor.
- 1.06 *Home School* -The school district and campus where students would ordinarily attend school if not placed in the JJAEP.

- 1.07 *JJAEP* – The Fort Bend County Juvenile Justice Alternative Education Program.
- 1.08 *Member School District(s)* – SMSD and AISD.
- 1.09 *Parent/Guardian Consent* - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this MOU.
- 1.10 *Educational Services* - instruction and/or assistance at the JJAEP in curriculum that includes, at a minimum, reading, language arts, mathematics, living skills, science, and counseling.
- 1.11 *Teacher* - A FBISD classroom teacher who is certified by the State of Texas and assigned to provide Educational Services at the JJAEP.
- 1.12 *Teacher's Aide* - A FBISD classroom teacher's aide who is assigned to assist teachers at the JJAEP.

SECTION II

PURPOSE

- 2.01 The purpose of this MOU is to make educational services available to Eligible Students and Court-ordered students who reside in Fort Bend County.

SECTION III

TERM

- 3.01 The term of this MOU shall commence on August 1, 2024 and terminate on July 31, 2025, unless sooner terminated as provided in this MOU.
- 3.02 This MOU may be terminated at any time during its term, for any reason, by either the BOARD or FBISD, upon thirty (30) days written notice. A Member School District may withdraw from the MOU by giving fifteen (15) days written notice to the BOARD and FBISD.
- 3.03 If the BOARD wishes to renew this MOU, notice must be provided to FBISD no later than May 15, 2025.

SECTION IV

RIGHTS AND DUTIES OF FBISD

- 4.01 FBISD shall be responsible for providing educational services to students placed at the JJAEP.

- 4.02 FBISD will provide five (5) Teachers and one (1) Teacher's Aide. Professional counseling services will be provided as the need arises.
- 4.03 FBISD personnel will coordinate with students' Home Schools to provide for the administration of state-mandated standardized assessments to students assigned to the JJAEP.
- 4.04 FBISD personnel will cooperate with BOARD personnel to address behavior and discipline matters and reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.
- 4.05 FBISD personnel will communicate with the student's Home School to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.
- 4.06 FBISD personnel will review available student education records and any available assessment records so that appropriate educational services may be provided while the student is enrolled at the JJAEP.
- 4.07 It is understood and agreed by all parties that FBISD will provide special education and related services to students who are eligible for services under the Individuals with Disabilities Education Act and/or Section 504 of the Rehabilitation Act. However, this MOU in no way places on FBISD the entire duty to provide special education students who do not reside in FBISD with a comprehensive free appropriate public education. The student's district of residence remains responsible for the provision of a free appropriate public education to any of its students who are placed at the JJAEP.
- 4.08 FBISD will provide transportation from a location in FBISD to the JJAEP. Students shall be responsible for transportation to and from the FBISD location or may arrange for private transportation.
- 4.09 Prior to providing educational services to a student who is eligible for services under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504) or limited English proficient (LEP) classifications FBISD personnel must receive from the Home School District proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent.

- 4.10 It is understood and agreed by all parties that FBISD will provide to all eligible JJAEP students "The Free or Reduced Breakfast & Lunch Program."

SECTION V

RIGHTS AND DUTIES OF MEMBER SCHOOL DISTRICT(S)

- 5.01 A Member School District may reserve up to two seats at the JJAEP for the 2024-2025 school year upon payment of up to \$25,000.00 to FBISD (\$12,500.00 per seat). Such payments shall be made no later than October 1, 2024 to reserve a seat for the 2024-2025 school year. Additional seats may be made available to a Member School District, on a space-available basis, upon request to FBISD and the Chief Juvenile Probation Officer. Except for Court-ordered students, cost to the Member School District for such additional placements shall be pro-rated for the amount of time the student spends in the JJAEP. A refund of 80% for any unused seats will be provided by June 30, 2025. It is expressly understood that a Member School District is not required to provide funding for a Court-ordered student, as defined above in Section 1.03, pursuant to Texas Education Code Section 37.012.
- 5.02 A Member School District shall, upon placement of a student in the JJAEP, provide JJAEP staff with student academic records and any available assessment records so that the appropriate educational services may be provided while the student is enrolled at the JJAEP.
- 5.03 Member School District staff will communicate with the student's Home School and JJAEP staff to clarify any questions that arise with regard to the provision of educational services and administration of state-mandated standardized assessments.
- 5.04 A Member School District shall be responsible for arranging transportation services for students it expels to the JJAEP.

SECTION VI

RIGHTS AND DUTIES OF THE BOARD

- 6.01 The BOARD, acting by and through its Chief Juvenile Probation Officer, will secure the necessary parent/guardian consent to carry out the purpose of the educational services of this MOU, in a timely fashion.

- 6.02 The BOARD will ensure that the JJAEP will operate in conjunction with the FBISD academic calendar.
- 6.03 The BOARD will provide responsible personnel in the following order:
- A. Chief Juvenile Probation Officer;
 - B. Probation Officers;
 - C. Youth Specialists.
- 6.04 The Chief Juvenile Probation Officer will secure necessary parent/guardian consent, provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to children who are limited English proficient (LEP) or special education students, and assist FBISD to obtain student education records and assessment data that is pertinent to the appropriate educational placement of the student in accordance with state time lines.
- 6.05 No later than December 1, 2024, the BOARD will provide FBISD and the Member School District(s) a copy of its student code of conduct for the school districts' review and approval.
- 6.06 The Chief Juvenile Probation Officer will provide and maintain appropriate instructional space for students and FBISD personnel and will ensure that, at a minimum, one (1) Youth Specialist is present at all times in each classroom.
- 6.07 The Chief Juvenile Probation Officer will designate staff members to provide support to FBISD personnel should crisis intervention be required at the JJAEP.
- 6.08 To the extent possible, the Chief Juvenile Probation Officer will develop daily schedules/activities so that interruptions to students' education are kept at a minimum.
- 6.09 Academics and classroom discipline will be the responsibility of the teacher in accordance with FBISD classroom rules and regulations. The BOARD staff, at the request of the teacher, will remove those students not complying with classroom rules.
- 6.10 The BOARD shall require students who are age 17 at the time of expulsion to agree to the terms of placement in a contractual agreement prepared by the JJAEP.
- 6.11 The County will obtain all required criminal history record information regarding any County employees providing services under this agreement and remain subscribed to the DPS criminal history clearinghouse for such employees for the duration of this agreement. If County receives information that a County employee providing services

under this agreement subsequently has a disqualifying criminal history, County will immediately remove the employee from contract duties and notify the District by email to Servicers@FortBendISD.com.

SECTION VII
DATA PRIVACY

- 7.01 The use or disclosure by any party of information concerning a student in violation of state or federal law is prohibited except on written consent of such eligible child and/or his or her parents or guardian, or his or her attorney.
- 7.02 FBISD, the Member School District(s), and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

SECTION VIII
ASSIGNMENTS

- 8.01 This MOU is not assignable by any party.

SECTION IX
INDEPENDENT CONTRACTOR

- 9.01 It is agreed by the parties that at all times and for all purposes hereunder that FBISD and FBISD employees are independent contractors and not employees of the BOARD. No statement contained in this MOU shall be construed so as to find FBISD or any member of its staff to be an employee of the BOARD, and FBISD shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.
- 9.02 It is agreed by the parties that at all times and for all purposes hereunder the BOARD and BOARD employees are not employees of FBISD. No statement contained in this MOU shall be construed so as to find the BOARD to be employees of FBISD, and the BOARD shall be entitled to none of the rights, privileges or benefits of FBISD employees except as otherwise may be stated herein.

9.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting FBISD (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. FBISD is to be and shall remain an independent contractor with respect to all services performed under this MOU.

SECTION X

SEVERABILITY

10.01 The provisions of this MOU are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this MOU is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this MOU forthwith upon the delivery of written notice of termination to the other party.

SECTION XI

ENTIRE MOU: REQUIREMENT OF A WRITING

11.01 It is understood and agreed that the entire MOU of the parties is contained herein and that this MOU supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous MOUS presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this MOU shall be valid only when expressed in writing and duly signed by the parties.

SECTION XII

SERVICES NOT PROVIDED FOR

12.01 Only services specifically provided for by this MOU will be allowed by Board. Any change to the work or materials to be provided by FBISD will be considered a modification of this MOU and must be approved in writing by the Board.

SECTION XIII
SHARING OF INFORMATION

- 13.01 As authorized by Texas Family Code Chapter 58, the BOARD shall share juvenile criminal history record information about students to FBISD and the Member School District(s) upon written request of the appropriate Superintendent or Principal. Similarly, the school districts shall provide the BOARD with educational information necessary to provide services to students at the JJAEP.
- 13.02 FBISD and the Member School District(s) shall, upon a student's enrollment at the JJAEP, provide the JJAEP Program Director with the same information it would provide to another public school district when a student transfers, including but not limited to:
- (1) the student's name, date of birth, and grade level;
 - (2) enrollment forms and withdrawal form (which shall indicate the student's list of current courses in which he or she is enrolled, the grade earned, and textbooks used in those courses);
 - (3) notice of expulsion, where relevant;
 - (4) special education or Section 504 records, if any;
 - (5) transcript;
 - (6) the student's Texas Assessment of Knowledge and Skills (TAKS) summary sheets, if applicable;
 - (7) the student's State of Texas Assessment of Academic Readiness (STAAR) summary, if applicable;
 - (8) the student's previous year's attendance record;
 - (9) the student's current attendance records, immunization records, and emergency contact information.
- 13.03 The Chief Juvenile Probation Officer shall provide the school districts, upon written request of the superintendent, with information including, but not limited to:
- (1) the court order placing a student in the JJAEP;
 - (2) the probation officer's name;
 - (3) the offense for which the student is being placed in the JJAEP and the location of offense;

- (4) the length of time the student is to be assigned to the JJAEP;
- (5) any disposition of the charges against the student;
- (6) the court order releasing the student from the JJAEP; and
- (7) any notice of withdrawal from the JJAEP.

13.04 Notwithstanding any provision herein to the contrary, all Parties that are considered juvenile service providers under applicable law, including the Family Educational Rights and Privacy Act (FERPA) regulations § 99.31(a)(5) and § 99.38; Section 37.084, Tex Education Code 37.084(a) and Tex Family Code, Sect. 58.0051, do hereby agree and make the following certifications regarding the exchange of confidential information from education records pursuant to this MOU:

(1) The designee of a juvenile service provider, who is acting within the scope of his or her employment, shall make the request for confidential information from a student's education record prior to the student's adjudication; and the information requested must relate to the juvenile system's ability to serve the student whose records are requested;

(2) Confidential information from a student's education record shall be used only for the purposes of verifying the identity of a student involved in the juvenile system and to provide delinquency prevention or treatment services to the student prior to adjudication; and

(3) The confidentiality of a student's educational record shall be maintained and shall not be re-disclosed to a third party, except a juvenile service provider that is part of the juvenile justice system and only for the purposes herein, without the prior written consent of the parent of the student or the eligible student.

13.05 Any juvenile criminal history information about a juvenile provided pursuant to the terms of this MOU shall be released only to appropriate school personnel and not to any third party. For purposes of this Section, "appropriate school personnel" is defined to include superintendents, principals, school psychologists, social workers, and counselors.

13.06 Juvenile criminal history information shall be kept strictly confidential, in a secured area separate from students' other educational records. Such information shall be destroyed by school officials (1) upon notification by the juvenile probation department that the student is no longer under the jurisdiction of the department; or (2) at the end of one calendar year after it has been provided to the school, whichever occurs first.

SECTION XIV

COMPLIANCE WITH LAWS AND REGULATIONS

14.01 In providing all services pursuant to this MOU, FBISD, Member School District(s), and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this MOU, and shall entitle FBISD and the BOARD to terminate this MOU immediately upon delivery of written notice of termination.

SECTION XV

SUSPENSION OF STUDENTS

JJAEP Students that are assigned to the JJAEP campus under the status of Expulsion Orders only and not on any form of court ordered probation may be removed/suspended from attending school under the following conditions:

- Having a positive drug test
- Failure to follow the campus rules, i.e., Student Code of Conduct/Consistent and unruly behavior

This applies to only those students that are ordered to attend the JJAEP campus whom are under no other orders other than the Expulsion Orders. Those students that violate the JJAEP campus rules are subject to disciplinary action by the ordering Judge per violations of court ordered probation. Students under the status of Expulsion Orders can be removed/suspended from the JJAEP campus for a period not to exceed three consecutive days and only at the direction of the site principal.

SECTION XVI

NOTICE

15.01 Notices, correspondence, and all other communications pursuant to this MOU shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

Honorable Toni Wallace
Juvenile Board Chair
301 Jackson Street
Richmond, TX 77469

Notice to FBISD shall be delivered to: Fort Bend Independent School District
Department of Student Affairs
16431 Lexington Blvd.
Sugar Land, Texas 77479

Notice to SMSD shall be delivered to: Stafford Municipal School District
Business Office
1625 Staffordshire Road
Stafford, Texas 77477

Notice to AISD shall be delivered to: Alief Independent School District
Deputy Superintendent of Instruction
4250 Cook Road
Houston, Texas 77072

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.


FORT BEND COUNTY JUVENILE PROBATION BOARD

By: _____

Honorable Toni Wallace, Juvenile Board Chair

Date: _____

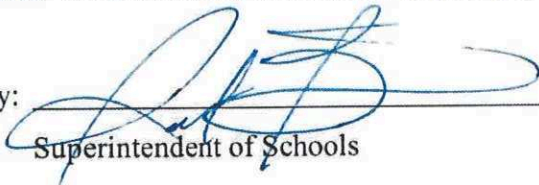
FORT BEND INDEPENDENT SCHOOL DISTRICT

By:  _____

Superintendent of Schools


Date: 7/23/24

STAFFORD MUNICIPAL SCHOOL DISTRICT

By:  _____
Superintendent of Schools

Date: 5-14-24

ALIEF INDEPENDENT SCHOOL DISTRICT

By:  _____
Superintendent of Schools

Date: 6-20-2024

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Interlocal Agreement Regarding
Expose Excellence Youth Program
References: Board Policies FED (Legal) and
FEA (Local) District Goals 2 & 4
Department: Department of Student Affairs

Recommendation

Consideration and approval of a renewal Interlocal Agreement between Fort Bend ISD, Fort Bend County and Fort Bend County Juvenile Board for the 2024-25 school year regarding the Expose Excellence Youth Program.

Summary

FBISD has collaborated with Fort Bend County (“County”) and the Fort Bend County Juvenile Board (“Juvenile Board”) in an effort to address prevention and intervention youth services through the Expose Excellence Youth Program (“Program”). The goal of the County program is to apply pro-active services, strategies, and meaningful interventions in order to assist at-risk students with skills to thrive in FBISD. Program services will be primarily provided at the Fort Bend County Juvenile Justice Alternative Education Program (JJAEP) or any County owned or leased location.

As provided in the agreement, the County shall assign case worker to students that are referred to the Program. These caseworkers will work as liaisons to coordinate and provide follow up with students to provide wrap around services, and will work with the student attendance specialists, school administrators, counselors, social workers, and community resources to address the social factors behind youth determinants of academic and behavioral success. Additionally, the caseworkers will provide quarterly reports to apprise FBISD of program impact on students serviced and supports needed. In return, The County agrees to provide the Expose Excellence Youth Program to FBISD youth at no cost. Our goal is to continue to deter misconduct and improve the overall academic, physical, and social emotional health of students in our community while fostering student ownership of learning and behavior.

This agreement would begin the date of execution by the last party and end July 31, 2025, unless terminated earlier by the parties.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan
Deputy Superintendent of Teaching and Learning

Expose Excellence Youth Program

FBISD has collaborated with Fort Bend County and the Fort Bend County Juvenile Board since 2022 in an effort to address prevention and intervention youth services through the Expose Excellence Youth Program. The goal of the County program is to apply pro-active services, strategies, and meaningful interventions in order to assist at-risk students with skills to thrive in FBISD and to prevent future involvement in the justice system.



Services offered include:

The Expose Excellence Youth Program (EEYP) provides mentorship and case management services designed to provide mentees and their families with wraparound services. EEYP has partnerships with other Fort Bend County agencies and community partners.



Students Enrolled

The County will collaborate with FBISD to recruit students into the Program utilizing a referral process. The decision to refer a student to the Program rests solely in the professional discretion of FBISD, and FBISD is under no obligation to refer any student or a minimum number of students.



Active Campuses

Program services will be primarily implemented at any Fort Bend County owned or leased location as determined by the Juvenile Probation Chief. In the event a Program activity will occur on a FBISD campus, the County agrees to comply with all campus visitor protocols.



Ages of Students Served

A few of the qualifying characteristics are youth with siblings actively involved in the juvenile justice system, economically disadvantaged, in danger of being classified as truant, victims of domestic violence, with parents in prison, and academically low performing.



Potential Implications

The renewal of this agreement will ensure continued efforts in meeting the needs of FBISD at-risk students.

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

**INTERLOCAL AGREEMENT FOR PREVENTION AND INTERVENTION YOUTH SERVICES
BETWEEN FORT BEND COUNTY JUVENILE BOARD AND
FORT BEND INDEPENDENT SCHOOL DISTRICT**

This Agreement for Prevention and Intervention Services is made by and between the **Fort Bend County Juvenile Board** (“County”) and **Fort Bend Independent School District**, (“FBISD”) all governmental entities under the Interlocal Cooperation Act.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services which may include governmental functions in which the contracting parties are mutually interested;

WHEREAS, the County and FBISD are mutually interested in the public goals of prevention and intervention services for students considered at risk of entering the juvenile justice system; and intervention services for juveniles engaged in misconduct before cases are filed, excluding traffic offenses; and

WHEREAS, the County finds that the Services covered by this Interlocal Agreement qualify for funding through County and State funds.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I. Scope of Services:

The County will supply community activity officers to provide the Expose Excellence Youth Program (“Program”) to FBISD youth at no cost.

Program Background:

Subject to County’s discretion as to capacity, the Program will serve approximately 75-100 at-risk students ages 10-17 who are enrolled in a FBISD campus. The Program will include the following services:

- A. Job Skills and Career Training;
- B. Business and Entrepreneur Workshops;
- C. Recreational Activities;
- D. Life Skills Training;
- E. Field Trips;
- F. Self-Expression Activities (Spoken Word, Poetry, and Visual Arts);
- G. Tutoring Services;

- H. Driver's Education;
- I. Financial Aid Advocacy and Support;
- J. Academic Support and Advocacy;
- K. Transportation;
- L. Exposure to Fine Arts;
- M. Case Management;
- N. Campus Visits;
- O. Attendance Interventions;
- P. Dropout Prevention Coaching and Mentoring;
- Q. Strategies to Develop Independent Study Skills;
- R. Mental Health and Substance Abuse Services;
- S. Mentoring and Wrap Around Services for Parents; and
- T. Other mutually agreed upon activities consistent with this Agreement.

County agrees to provide copies to FBISD of any student evaluation data that documents student goals to ensure appropriate support, alignment with the Program mission and vision. Both Parties agree to keep communication open and ongoing to review strategies for improvement and ensure program objectives are met.

Program Recruitment:

The County will collaborate with FBISD to recruit students into the Program utilizing a referral process, with an emphasis on referrals from home campuses to the County, by and through the Juvenile Probation Chief. The decision to refer a student to the Program rests solely in the professional discretion of FBISD, and FBISD is under no obligation to refer any student or a minimum number of students.

County will create a consent form to be executed by a parent/guardian prior to student participation in the program. The Parties may, but are not required to, collaborate on this feature of the program.

Program services will be primarily implemented at any Fort Bend County owned or leased location as determined by the Juvenile Probation Chief. In the event a Program activity will occur on a FBISD campus, the County agrees to comply with all campus visitor protocols, FBISD Criminal Background History check procedures, and receive advanced written confirmation from the campus Principal or designee (email notification is acceptable) confirming approval of the activity and availability of the facility and campus personnel .

FBISD will not provide student transportation related to this program. Any such student transportation shall be provided or arranged by the County.

Program Data and Evaluation:

The County shall track and monitor Program participation and outcomes using the County's own criteria. The County agrees to provide monthly student participation, student goals and progress, program outcomes, and program evaluation data to FBISD.

- II. Scheduling and the manner in which services are provided shall be determined by the Juvenile Probation Department, with reasonable consideration given to programming requests from FBISD.
- III. It is expressly understood and agreed to by the Parties that:
 - A. The community activity officers shall be subject to the management and supervision of the Juvenile Probation Chief in the same manner as all other juvenile probation department employees, even though they may perform activities on a FBISD property. Such control and supervision includes, but is not limited to: hiring, supervision, discipline, and termination of the community activity officers; and
 - B. The community activity officers will not be required to perform any FBISD administrative duties; and
 - C. The provision of any required educational services remains the sole responsibility of FBISD personnel.

V. Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, the term of this Interlocal Agreement will be from August 1, 2024 through July 31, 2025.

VI. Compensation

The Parties agree that the benefit to their mutual constituents and surrounding areas is fair compensation for Services performed under the contract and that any funds required of a party for their own performance will be from current revenues available to the Party. The services provided by the County are at no cost to FBISD.

VII. Confidentiality

FBISD and the County agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. The County understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and personally identifiable information of Students and agrees to abide by FERPA rules and regulations, as applicable.

Specifically, any document provided by FBISD to the County is considered subject to FERPA, and the County should consider any such document confidential.

VIII. Relationship of Parties

The Parties agree that in performing services specified in this agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.

IX. Notice to Parties

A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.

B. Notice to County shall be sent to:

Fort Bend County Juvenile Board
ATTN: Chief Juvenile Probation Officer
122 Golfview Drive
Richmond, Texas 77469

C. Notice to FBISD:

Fort Bend Independent School District
Attn: Superintendent
16431 Lexington Blvd.
Sugar Land, Texas 77479

D. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

X. Insurance

A. FBISD shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of FBISD, name of insurance company, policy number, term of coverage, and limits of coverage. FBISD shall obtain such insurance written on an Occurrence form from such licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance. The Parties acknowledge FBISD is self-funded in accordance with the laws of the State of Texas.
 2. FBISD agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.
 3. Business Automobile Liability coverage applying to the negligent operation of owned, non-owned and hired automobiles by FBISD drivers with limits not less than \$100,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. All Liability policies written on behalf of FBISD shall contain a waiver of subrogation in favor of County and members of the County Juvenile Board. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
 - C. If required coverage is written on a claims-made basis, FBISD warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
 - D. FBISD shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the FBISD.

XI. Indemnification

To the extent allowed by law, FBISD agrees to promptly defend, indemnify and hold the County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from the negligent or willful act or omissions of the FBISD, its agents, officers, and or employees in the performance of this Agreement.

To the extent allowed by law, the County agrees to promptly defend, indemnify and hold FBISD harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from the negligent or willful act or omissions of the County, its agents, officers, and or employees in the performance of this Agreement.

XII. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions, including the defense of governmental immunity.

XIII. Miscellaneous Provisions

- A. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by all parties.
- B. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.
- D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

{Remainder of page intentionally left blank}

{Execution page to follow}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, _____.

FORT BEND COUNTY JUVENILE BOARD:

Matthew "Kyle" Dobbs
Chief Juvenile Probation Officer

Date: _____

FORT BEND INDEPENDENT SCHOOL DISTRICT:

Dr. Mare Smith, Superintendent

Date: _____

i:\agreements\2024 agreements\juvenile\ila (interlocal agreements)\ila fbc and fort bend isd (22-juv-100772-a2).docx bo

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Chapter 49 Status for 2024-25
References: Board Policy CE (Legal)
Department: Business and Finance

Recommendation

Consideration and approval of Option 3 to reduce the estimated yield per penny per student in Weighted Average Daily Attendance (WADA) due to notification of Chapter 49 status for school year 2024-25 and delegate contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006.

Summary

In July each year, TEA is required by Chapter 49 of the education code to inform school districts about their funding levels based on the number of students and local property values. Chapter 49 deals with recapture, and for the upcoming 2024-25 school year, TEA estimates that FBISD's Tier 2 – Level 2 guaranteed yield will be \$54.59, which exceeds the state's guaranteed yield of \$49.28. This means any Tier 2 – Level 2 revenue, which is specifically associated with copper pennies, is subject to recapture.

In November 2023 the District held a successful voter-approval tax ratification election. The election resulted in two copper pennies being added to the District's M&O tax rate, which are subject to recapture.

In addition to the formal notification from TEA, Chapter 49 also requires the district to select from one of five options and inform TEA how it will address any Tier 2 – Level 2 revenue overage if it were to occur. Option 3, which is recommended, allows for the purchase of attendance credits from the state. The other four options involve consolidation with other districts, detachment of certain district territory, educating nonresident students, and tax base consolidation with another district, none of which are recommended.

The option the district selects must be submitted by September 1, 2024, and Board approval is required. Option 3 (purchase of attendance credits) results in an estimated recapture payment for the 2024-25 school year of \$1.01M and was factored into the approved budget. Once approved, staff will complete the required TEA submission form as required by state statute.

Submitted by:

Dr. Marc Smith
Superintendent of Schools

Bryan Guinn
Chief Financial Officer

Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2024-2025 (the "school year").

The agreement is for Fort Bend Independent School District ("the district"), with a county-district number of 079907, to purchase attendance credit from the state for the school year.

The local revenue level in excess of entitlement will be based on the commissioner's estimate of the cost of credit as determined under TEC, §49.153, using the district's projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257. Provisions in the TEC, §48.257(c), allow districts to offset the reduction of excess local revenue against state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) for the school year. A district that is subject to the reduction in excess local revenue agrees to offset its obligations against state aid in accordance with the provisions specified in the TEC, §48.257(c).

When near-final data are available following the close of the school year to which this agreement applies, the district's entitlement under Chapter 48 will be recalculated. If the district's state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) is less than the cost of recapture as determined by the commissioner in accordance with the TEC, §49.153, using near-final data, the district will be required to have an election and the recapture balance will be recovered in accordance with TEC, §48.272, by withholding subsequent allocations of state funds or requiring and obtaining a refund.

The actual cost of credit for the school year will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district's maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 is available.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year's cost until the total amount of the reduction has been exhausted.

Date:

Signature of President, Board of Trustees

Date:

Signature of Secretary, Board of Trustees

Signature of Superintendent

Date:

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Storm Sewer Easement with
Sienna Municipal Utility District No. 10
at Schiff Elementary School
References: Board Policy CV (Local)
District Goal 5
Department: Operations

Recommendation

Consideration and approval of one Storm Sewer Easement with the Sienna Municipal Utility District No. 10 at Schiff Elementary School, and authorization for the FBISD Board President to negotiate and execute this easement.

Summary

The Sienna Municipal Utility District No. 10 desires to obtain Storm Sewer Easement at Schiff Elementary School.

This agreement would allow Sienna Municipal Utility District No. 10 to provide storm outfall for the property immediately east of the campus.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Damian Viltz
Chief Operations Officer

**STORM SEWER EASEMENT
(0.062 Acre)**

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

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

THAT **FORT BEND INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **SIENNA MUNICIPAL UTILITY DISTRICT NO. 10**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of storm sewer lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.062 acre, as more particularly described in and shown on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Easement Tract").

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

removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2024.

GRANTOR:

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

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, _____ of FORT BEND INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said independent school district and political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

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

GRANTEE:

**SIENNA MUNICIPAL UTILITY
DISTRICT NO. 10**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, _____, and _____, of the Board of Directors of SIENNA MUNICIPAL UTILITY DISTRICT NO. 10, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Exhibit A - Description and Sketch of the Easement Tract

After recording, please return to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

County: Fort Bend
Project: Sienna/Johnson North
Job No.: 203302
MBS No.: 23-658

FIELD NOTES FOR 0.062 ACRE

Being a tract containing 0.062 acre of land located in the Elijah Roark Survey, Abstract Number 77, in Fort Bend County, Texas; said 0.062 acre tract of land being a portion of Reserve "A", Fort Bend Independent School District Elementary School No. 43 a subdivision recorded in Plat Number 20070249 of the Fort Bend County Plat Records (F.B.C.P.R.); said 0.062 acre tract of land being more particularly described by metes and bounds as follows (bearing are based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at a 5/8-inch iron rod found at the southwesterly corner of a call 9.074 acre tract recorded in the name of Newmark Homes Houston LLC. in File Number 2020183264 of the Official Records of Fort Bend County (O.R.F.B.C.) and being the southeasterly corner of said Reserve "A";

Thence, with the southerly line of said Reserve "A", South 63 degrees 10 minutes 49 seconds West, a distance of 5.00 feet to the **Point of Beginning** of the herein described tract;

Thence, continuing with said southerly line, South 63 degrees 10 minutes 49 seconds West, a distance of 20.00 feet to a line 25-feet westerly of and parallel to the easterly line of said Reserve "A";

Thence, with said parallel line, North 26 degrees 49 minutes 17 seconds West, a distance of 103.70 feet;

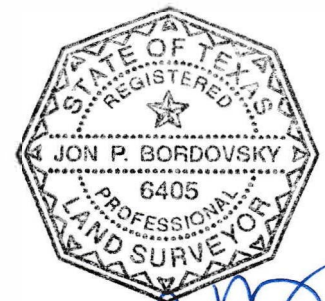
Thence, leaving said parallel line, North 02 degrees 44 minutes 31 seconds West, a distance of 36.16 feet to an easterly line of said Reserve "A";

Thence, with said easterly line, 20.06 feet along the arc of a curve to the left, said curve having a radius of 75.00 feet, a central angle of 15 degrees 19 minutes 33 seconds and a chord that bears North 87 degrees 58 minutes 20 seconds East, a distance of 20.00 feet;

Thence, leaving said easterly line, through and across aforesaid Reserve "A", South 02 degrees 44 minutes 31 seconds East, a distance of 31.65 feet to a line 5-feet westerly of and parallel to the aforesaid easterly line of Reserve "A";

Thence with said parallel line, South 26 degrees 49 minutes 17 seconds East, a distance of 99.44 feet to the **POINT OF BEGINNING** and containing 0.062 acre of land.

GBI PARTNERS
TBPELS Firm No.10130300
Phn: 281-499-4539
November 1, 2023



JMB
11/1/2023



CALL 9.074 ACRES
NEWMARK HOMES HOUSTON LLC.
FILE No.2020183264
O.R.F.B.C.

CALL 12 ACRES
RESERVE "A"
FBISD ELEMENTARY
SCHOOL No.43
PLAT No.20070249
F.B.C.P.R.

0.062
ACRE

P.O.C.

S63°10'49"W 5.00'

P.O.B.

ELIJAH ROARK SURVEY, A-77
MOSES SHIPMAN LEAGUE A-86

EXHIBIT OF
0.062 ACRE

BEING A PORTION OF RESERVE "A", FORT
BEND I.S.D.No.3, A SUBDIVISION
RECORDED IN PLAT No.20070249
OF THE F.B.C.P.R.

LOCATED IN THE
ELIJAH ROARK SURVEY, A-77
FORT BEND COUNTY, TEXAS
NOVEMBER 2023

RESERVE "B"

SIENNA VILLAGE OF ANDERSON
SPRINGS, SECTION 4B
PLAT No.20050063
F.B.C.P.R.

&
4.595 ACRES
S.P.L.I.D.
FILE No.2011044594
O.R.F.B.C.



GBI PARTNERS

4724 VISTA ROAD
PASADENA, TX 77505
PHONE: 281-499-4539

TBPELS FIRM #10130300
GBISurvey@GBISurvey.com
www.GBISurvey.com

119

JOB NO:203302
SCALE:1"= 50'
DATE:11/01/2023
M&B NO:23-658



Sienna Ranch Rd

Discovery Ln

Drayton Hall

Chimney Gap

0.062 ACRE

120

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Amendment Regarding
Use of 2018 Bond Program
Contingency Funds
References: Board Policy CV (Local)
District Goal 5
Department: Operations

Recommendation

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

Summary

The District experienced chiller issues at both Brazos Bend Elementary (BBE) and Heritage Rose Elementary (HRE) that required replacement of aging equipment. Due to the immediate need for repairs, purchase orders were issued in the General Fund for \$206,771 (BBE) and \$241,500 (HRE).

These expenditures are capital in nature and qualify for bond funding. However, bond funding would need to come from contingency, which has not been authorized by the Board. To preserve fund balance in the General Fund, Administration recommends reclassifying the purchase orders to the 2018 Bond and utilizing bond contingency.

Program Contingency includes the initial contingency budget and any surplus budget from completed projects or amounts unspent due to a change of scope. The table below includes projects that will be recommended for approval at the July 22, 2024 Board meeting and reflects the projected Program Contingency balance as of July 2024.

Description	Budget (Shortage)/Surplus
Cumulative Program Contingency as of June 17, 2024	\$4,362,077
Additions	
Close-out of Package 043 – HVAC/MEP	\$43,073
Uses	
Brazos Bend Chiller	(\$206,771)
Heritage Rose Chiller	(\$241,500)
Use Sub-Total	(\$448,271)
Cumulative Budget Program Contingency as of August 12, 2024	\$3,956,879

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Dr. Damian Viltz
Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Budget
Amendment Regarding Use of 2023
Bond Program Contingency Funds
References: Board Policy CV (Local)
District Goal 5
Department: Operations

Recommendation

Consideration and approval for the use of 2023 Bond Program Contingency as proposed by Administration.

Summary

HVAC – MEP East Zone 2 (BP040) was identified as project requiring funds. The 2023 Bond Program was established with an initial program contingency of \$5,000,000 intended to address unforeseen critical issues. The cumulative program contingency as of July 31, 2024, was \$1,996,347.18.

The 2023 Bond Program Contingency discussed above is a “working” program contingency account that fluctuates on a day-to-day basis as surplus budgeted funds are contributed to the account, or as the Board approves the use of available funds.

Administration requests approval to use \$550,000 of program contingency funds to supplement the HVAC – MEP East Zone 2 (BP040) budget.

Background

The program contingency is comprised of the initial approved contingency budget and any surplus budget from completed projects or amounts unspent due to a change of scope. The table below includes projects that will be recommended for approval at the August 26, 2024, Board meeting and reflects the projected 2023 Bond Program Contingency balance as of August 2024.

Description	Budget (Shortage)/Surplus
Cumulative program contingency as of July 31, 2024	\$1,996,347.18
<i>Uses</i>	
BP040 HVAC – MEP East Zone 2	(\$550,000.00)
Use Sub-Total	(\$550,000.00)
Cumulative Program Contingency as of August 26, 2024	\$1,446,347.18

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Damian Viltz
Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Library Media Services
and Related Items (COOP)
Reference: District Goal 5
Department: Teaching and Learning

Recommendation

Consideration and approval for the purchase of library media services and related items from multiple vendors through various cooperative contracts in an amount not to exceed \$2,000,000 and authorization for the Superintendent to negotiate and execute the agreements through September 2025.

Summary

In August 2019, the Board approved RFP 19-074AB Book, eBooks, Audio Visual Media, and Related Items which expires in September 2024. The library materials and resources support the management, development, and maintenance of the library collections and programs. The contract under 24-035AC Library Media Services allows for the procurement of resources, databases, and programming materials that align with Texas State Library Standards, FBISD library program guidelines, and policy.

FBISD campus and district staff will, under this contract, utilize approved vendors to purchase products and services, including, but not limited to the following:

- Library Materials: print materials such as library books, posters, enrichment material.
- Digital Materials: digital access for students and teachers to eBooks and audio books.
- Makerspace Resources: fostering hands-on creativity and innovation among students.
- Processing Materials: library paperback and library bound books – supports heavy usage, the durability of library books, and streamlining collection development management.
- Database: online licenses for reference materials, supplemental instructional materials, and streaming content.
- Library Catalog: online licenses and tools to support resource management, interlibrary loans, circulation processes, and community transparency.
- Reference Resources: providing students and educators with authoritative information and support implementation of TEKS.
- Professional resources: for teachers and staff members, facilitating ongoing professional development and instructional best practices.

This contract seeks approval under relevant statutes, including Chapter 44, §44.031(a) of the Texas Education Code and Chapter 791, Interlocal Cooperation Act, along with Board Policies CH (LEGAL) and CH (LOCAL) for purchasing goods and services. The Board of Trustees must approve proposed awards of \$50,000 or more.

Under the authority of the Texas Government Code §791.001 and the Interlocal Cooperation Act as amended, local governments like Fort Bend ISD are allowed to contract with each other and other government agencies. This ACT exempts the requirement of seeking competitive bids for goods and services, once a school district determines that a local cooperative purchasing program offers the best value, to enhance efficiency and effectiveness.

The Interlocal Purchasing System (TIPS), Central Texas Purchasing Alliance (CTPA), BuyBoard, Region 3 Education Service Center, Goodbuy, OMNIA Partners, Choice Partners, Southeast Texas Purchasing (SETX), and Region 6 Education Service Center (Epic 6) purchasing cooperative contracts will allow the District to fulfill its Library Media Service purchases and related library items needs efficiently and effectively and complies with school district bidding requirements.

Background

Expenditures in 2023-24 were \$2,100,994. Expenditures will not exceed \$2,000,000 through September 2025. Funding is included in the budget.

Requested by:	Jaretha Jordan, Deputy Superintendent Bryan Guinn, Chief Financial Officer
Vendor:	Abdo Publishing Co. *** Barnes & Noble *** Blue Willow Bookshop *** Bound To Stay Bound Books, Inc. *** Brodart Co. *** Carson Dellosa Publishing (Rourke Educational Media) *** Cavendish Square Publishing *** Cengage Learning *** Cheng & Tsui Company, Inc.*** Cherry Lake Publishing and Sleeping Bear Press *** Children's Plus, Inc. *** Coughlan Companies, LLC. *** Delaney Educational Enterprises, Inc. *** Demco *** Discount Magazines EBSCO Information Services *** Escue & Associates Follett School Solutions, Inc ***

	Garrett Book Company, LLC. *** Global Vending Gumdrop Books *** Hand2mind *** Heinemann *** Houghton Mifflin Harcourt *** Infobase Publishing *** Keystone Books & Media, LLC. *** Lakeshore Learning Materials *** Lerner Publishing Group *** Lightbox Learning, Inc. Literati *** Mackin Educational Resources *** Macmillian Holdings, LLC. *** Maker Maven *** Mcgraw-hill Education, Inc. *** Mitinet Library Services Overdrive, Inc. *** Penworthy *** Perfection Learning Corp. *** Perma-bound *** Pioneer Valley Educ. Press *** Prufrock Press QEP Inc Professional Books *** Rosen Publishing Group *** Saddleback Educational, Inc. *** Scholastic, Inc. *** Sebco Books *** World Book *** Zoobean, Inc.
Budget Sources:	General Fund Bond Funds Grant Funds
Amount:	Not to exceed \$2,000,000
Other Supporting Information	
Sole Source:	N/A
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 September 2025
Last solicitation date:	August 12, 2019
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.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan
Deputy Superintendent of Teaching and Learning

Bryan Guinn
Chief Financial Officer

FBISD

Board Approval Item: Library Media Services



Lead
THE PAC

COMPONENT 1: TITLE WAVE

- Library book ordering
- Online library catalog with book reviews/tags
- Collection analysis by age and genre

COMPONENT 2: DESTINY LIBRARY MANAGER



- Library inventory system
- Book circulation system (checking in/out)
- Parent transparency tools (list of books checked out, parent notifications)
- Usage reports & overdue notices

COMPONENT 3: DESTINY RESOURCE MANAGER



- Inventory non-library items: laptops, chargers, etc.
- Circulation system (checking in/out)
- Usage reports & overdue notices

***Previously approved in
January 2024: Non-
instructional Software
(23-081AC)***



One Year Scope of Services:

Currently, FBISD only generates a scope of services for 1-year & only pays for services 1 year at a time.

2024-25 cost:

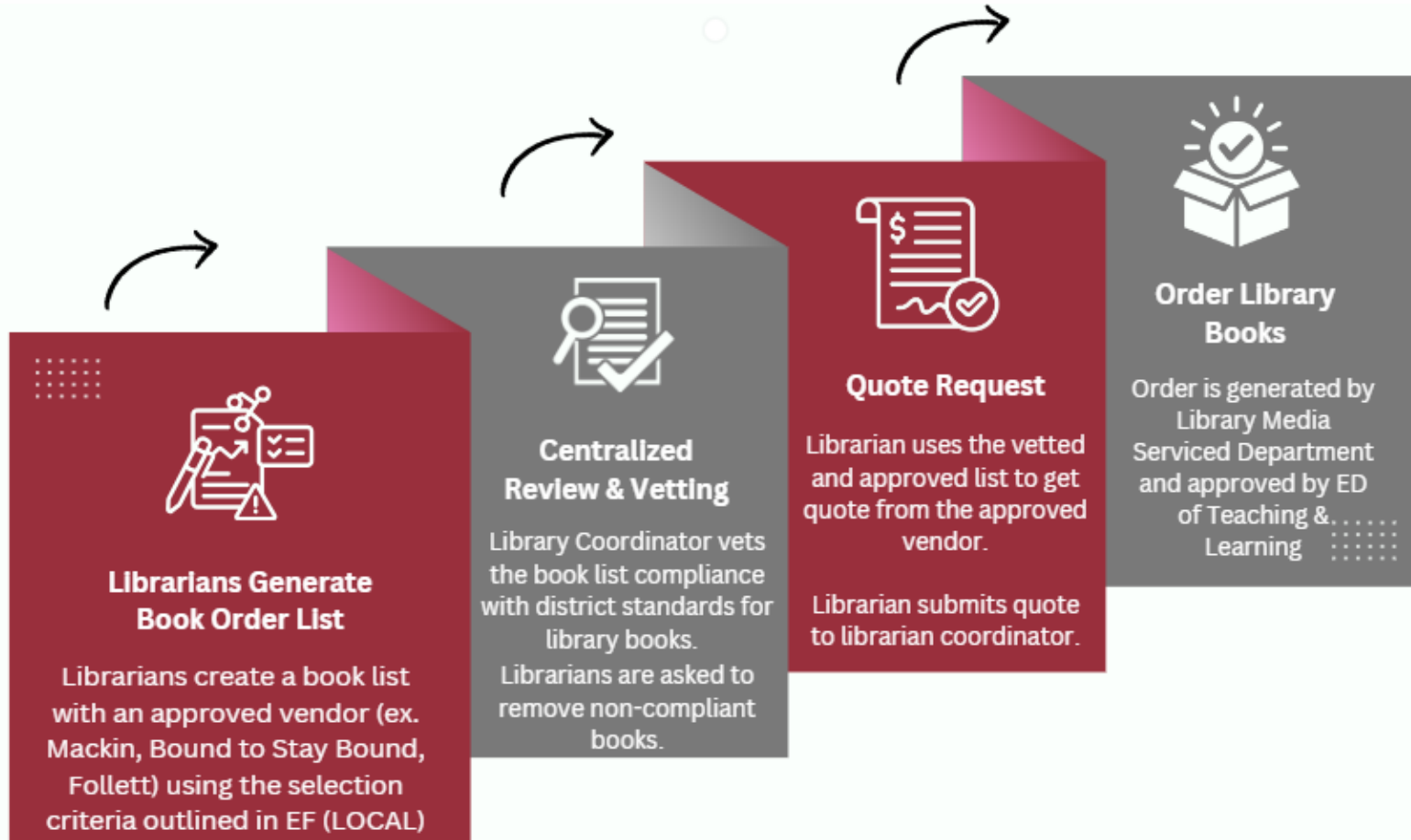
- Library Books: varies each year
- Library Manager: \$86,559.72
- Resource Manager: \$41,916.00

130

SYSTEM IMPACT TO NON-RENEWAL

- Ordering of library books would be impacted
- Subscriptions to reference materials and ebooks would be impacted
- Vendors that supply maker space materials would not be approved.

Centralized Ordering Process: Library Books



131

Looking Forward

- No vendor created book lists for new libraries
- Adhere to the centralized ordering process
- Continue with district wide audit schedules to remove text not aligned to selection criteria

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Data Center Infrastructure and Related Services (COOP)
Reference: District Goal 5
Department: Information Technology

Recommendation

Consideration and approval for the purchase of Data Center Infrastructure and Related Services through The Interlocal Purchasing System (TIPS) cooperative contract from Netsync Network Solutions and Presidio Networked Solutions Group in an amount not to exceed \$4,200,000 and authorization for the Superintendent to negotiate and execute the agreements through August 2027.

Summary

In July 2021, the Board approved RFP 21-058LJ Data Center Infrastructure and Related Services to procure hardware, software, subscription/license and/or support renewals, professional services, and managed services for data center infrastructure. The current bid has exhausted the available Board approved expenditure allowance. Thus, another contract is needed to procure the planned Bond 2023 data center projects and security camera projects.

The Information Technology Department (IT) is seeking approval to continue purchasing data center equipment and services under 25-003AC Data Center Infrastructure and Related Services. A combination of life-cycle replacement of aging hardware, the enhancement of information security measures, and solutions addressing disaster recovery is included in this procurement. In addition, with campus expansions and changes in camera hardware, the security camera project requires an extensive expansion of the data center infrastructure to provide a stable and robust video surveillance environment.

The Interlocal Purchasing System (TIPS) cooperative contract will allow the District to fulfill its data center equipment and services needs efficiently and effectively and complies with school district bidding requirements. The current cooperative contract is active through August 2027. Should the contract not renew for the full term, staff will return to the Board to request authorization to utilize the new cooperative contract, an alternative cooperative contract, or an alternate procurement method.

This contract seeks approval under relevant statutes, including Chapter 44, §44.031(a) of the Texas Education Code and Chapter 791, Interlocal Cooperation Act, along with

Board Policies CH (LEGAL) and CH (LOCAL) for purchasing goods and services. The Board of Trustees must approve proposed awards of \$50,000 or more.

Background

Expenditures in 2023 were \$1,953,550. Expenditures year-to-date in 2024 are \$3,851,383. Future expenditures will not exceed \$4,200,000 through August 2027. Funding is included in the budget.

Requested by:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
Vendor:	Netsync Network Solutions *** Presidio Networked Solutions Group ***
Budget Sources:	General Fund Bond Funds Grant Funds
Amount:	Not to exceed \$4,200,000
Other Supporting Information	
Sole Source:	N/A
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 August 2027
Last solicitation date:	June 14, 2021
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.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Long Pham
Chief Information Officer

Bryan Guinn
Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Construction Services for HVAC MEP East Zone 2 Renovations and Upgrades at Multiple Campuses (BP040)
References: Board Policy CV (Local) District Goal 5
Department: Operations

Recommendation

Consideration and approval of a Construction Services Agreement with Prime Contractors, Inc. for HVAC MEP East Zone 2 Renovations and Upgrades at Multiple Campuses (BP040), for a stipulated lump sum amount of \$6,568,420.00 and authorization for the Superintendent to negotiate and execute or terminate the agreements.

Summary

The 2023 Bond Program includes HVAC MEP East Zone 2 Renovations and Upgrades at seven campuses: Burton Elementary, Goodman Elementary, Heritage Rose Elementary, Hunters Glen Elementary, Leonetti Elementary, Parks Elementary, and Ridgegate Elementary

On June 26, 2023, the Board of Trustees (BOT) approved all project budgets for the 2023 Bond Program. The BOT also approved Corgan as the architect of record to design and prepare construction documents for the HVAC MEP East Zone 2 Renovations and Upgrades.

The Competitive Sealed Proposal (CSP) solicitation CSP 24-054AL requested bids for the HVAC MEP East Zone 2 Renovations and Upgrades (BP040) construction. Three firms responded to the CSP.

Design & Construction staff, in collaboration with the Director of Purchasing and Materials Management acting in an oversight capacity, evaluated the proposals using an evaluation team composed of FBISD staff members from the Design & Construction, Procurement, and Finance Departments.

The final ranking of the contractors is as follows:

Firm Name	CSP Score	Base Bid Amount
Prime Contractors, Inc.	90.03	\$7,400,000
Jamail & Smith Construction, LP	76.37	\$8,650,000
Bass construction Company, Inc.	71.65	\$9,777,000

The bid amount received for this package came in above the original approved construction budget. It has been determined that an additional \$550,000 would be required in order to fully fund the work. Staff requests utilization of \$550,000 from 2023 Bond Contingency as additional funds to the project budget in order to fund the scope listed above.

Through negotiations with the general contractor and project team, staff is recommending acceptance of additive and deductive alternates for a total construction cost of \$6,568,420.

The revised detailed project budget for HVAC MEP East Zone 2 Renovations and Upgrades (BP040) is provided on the attached Exhibit 1.

CSP Contract	Package #	Description	Revised Project Budget
CSP 24-054AL	BP040	HVAC MEP East Zone 2	\$8,477,351

The negotiated contract amount will be funded with 2023 Bond Program Funds as detailed on the above table.

Upon Board approval, staff will negotiate the contract for HVAC MEP East Zone 2 Renovations and Upgrades and work will begin in Fall 2024.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Damian Viltz
Chief Operations Officer

CSP 24-054AL BP040 HVAC - MEP East Zone 2

	Evaluation Criteria (Government Code 2269)	Point System
1	The price; Section 2269.055.a (1) Total Proposed Pricing - Provides thoroughly developed, competitive pricing using the tables in Pricing Delivery information section of the CSP	40 points
2	Offeror's experience and reputation; Section 2269.055.a (2) Provides a summary of nature of work, on time delivery and quality of recent work contracted with FBISD and/or other school districts of similar scope and scale. (14 pts)	19 points
	Past experience with FBISD and other school districts Provides a summary of nature of work, on time delivery and quality of work contracted with FBISD and/or other school districts and FBISD's assessment of the presented summary. (5 pts)	
3	Quality of the offeror's goods or services; Section 2269.055.a (3) Contractor's products should be new and be of the highest quality with an option to substitute for a company branded item of equivalent quality. (14pts)	21 points
	Quality of contractor's response in the proposal Effectively responds and processes all request for information and documentation included in this CSP (2pts)	
	Project Plan and schedule (5pts)	
4	Utilization of historically underutilized businesses; Section 2269.055.a (4)	N/A
5	Offeror's safety record; Section 2269.055.a (5) Provides a summary of Experience Modification Rate (EMR) for the last three years, as well as a summary of your company's safety policies and procedures	5 points
6	Offeror's proposed personnel; Section 2269.055.a (6) Proposed Personnel, personnel directly assigned to work on this project	5 points
7	Offeror's financial capability appropriate to the size and scope of the project; Section 2269.055.a (7) Provide proof of Insurance, financial stability and Letter of Surety from Bonding Company	5 points
8	SBE Commitment; CV (Local) 2017.04	5 points
	TOTAL	100 points



Project Summary
BP040 - HVAC - MEP East Zone 2
 Exhibit - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
BLUE RIDGE ELEMENTARY	\$85,537.00	\$13,599.00	\$30,085.00	\$43,465.00	\$129,151.00				\$13,724.00	\$315,561.00
BURTON ELEMENTARY	\$123,097.00	\$19,570.00	\$43,566.00	\$1,529,697.00	\$185,861.00				\$19,748.00	\$1,921,539.00
GOODMAN ELEMENTARY	\$27,194.00	\$4,323.00	\$10,351.00	\$415,838.00	\$41,059.00				\$4,362.00	\$503,127.00
HERITAGE ROSE ELEMENTARY	\$6,130.00	\$975.00	\$2,495.00	\$121,193.00	\$9,255.00				\$983.00	\$141,031.00
HUNTERS GLEN ELEMENTARY	\$103,466.00	\$16,449.00	\$35,722.00	\$1,301,700.00	\$156,221.00				\$16,600.00	\$1,630,158.00
LEONETTI ELEMENTARY	\$1,622.00	\$261.00	\$1,083.00	\$18,842.00	\$2,261.00				\$264.00	\$24,333.00
PARKS ELEMENTARY	\$128,222.00	\$20,385.00	\$44,045.00	\$1,589,227.00	\$193,599.00				\$20,571.00	\$1,996,049.00
RIDGEGATE ELEMENTARY	\$124,738.00	\$19,831.00	\$43,874.00	\$1,548,759.00	\$188,339.00				\$20,012.00	\$1,945,553.00
TOTAL:	\$600,006.00	\$95,393.00	\$211,221.00	\$6,568,721.00	\$905,746.00				\$96,264.00	\$8,477,351.00

Tabulation Summary
CSP 24-054AL - BP040 HVAC - MEP East Zone 2

Vendor	Purchase Price (40 pts. max)	Offeror's Experience and Reputation, Past Experience with FBISD and other school districts (19 pts. max)	Quality of the offeror's goods and services, Quality of contractor's response in the proposal, Project Plan and Schedule (21 pts. max)	Offeror's safety record (5 pts max)	Offeror's proposed personnel (5 pts max)	Offeror's financial capability (5 pts max)	SBEP commitment (5pts max)	Proposer's Total Score (100 pts. max)
Prime Contractors, Inc.	40.00	14.30	20.00	3.18	4.75	4.31	3.50	90.03
Jamail & Smith Construction, LP	34.22	10.97	18.05	3.40	3.05	3.93	2.75	76.37
Bass Construction Company, Inc.	30.28	14.34	16.85	2.85	2.40	3.93	1.00	71.65

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Construction Services for Restroom Renovations at Multiple Campuses (BP027)
References: Board Policy CV (Local) District Goal 5
Department: Operations

Recommendation

Consideration and approval of a Construction Services Agreement with ICI Construction, Inc. for restroom renovations at Multiple Campuses (BP027) for a stipulated lump sum amount of \$12,400,000 and authorization for the Superintendent to negotiate and execute or terminate the agreements.

Summary

The 2023 Bond Program includes the restroom renovations at 16 facilities: the Administration Building, Colony Bend Elementary, Dulles High, Garcia Middle, Hodges Bend Middle, Hodges Bend Transportation Center, Hunters Glen Elementary, Kempner Ag Barn, Kempner High, Lake Olympia Middle, Lantern Lane Elementary, Ridgeway Elementary, Ridgemont Elementary, Sugar Mill Elementary, Townwest Elementary and Willowridge High.

On June 26, 2023, the Board of Trustees (BOT) approved all project budgets for the 2023 Bond Program. The BOT also approved Corgan as the architect of record to design and prepare construction documents for the restroom renovations.

The Competitive Sealed Proposal (CSP) solicitation (CSP 24-058KB) requested bids for the Restroom Renovations at Multiple Campuses. Four firms responded to the CSP. One firm was disqualified by FISC Purchasing due to an incomplete bid submission.

Design & Construction staff, in collaboration with the Director of Purchasing and Materials Management acting in an oversight capacity, evaluated the proposals using an evaluation team composed of FBISD staff members from the Design & Construction, Procurement and Finance Departments.

The final ranking of the contractors is as follows:

Firm Name	CSP Score	Base Bid Amount
ICI Construction, Inc.	88.16	\$14,000,000
E Contractors LLC	76.99	\$12,800,000
Prime Contractors, Inc.	72.79	\$22,000,000

The bid amount received from the top-ranked proposer exceeded the original construction budget. Through negotiations with the general contractor and project team, staff is recommending acceptance of additive and deductive alternates for a total construction contract of \$12,400,000.

The detailed project budget for Restrooms Renovations at Multiple Campuses (BP027) is provided on the attached Exhibit 1.

CSP Contract	Package Number	Description	Project Budget
CSP 24-058KB	BP027	Restrooms Renovations	\$15,218,272

The negotiated contract amount will be funded with 2023 Bond Program Funds as detailed in the table above.

Upon Board approval, staff will negotiate the contract for Restroom Renovations and work will begin fall 2024.

Recommended by:

Dr. Marc Smith
 Superintendent of Schools

Submitted by:

Dr. Damian Viltz
 Chief Operations Officer

CSP 24-058KB BP027 Restroom Renovations

	Evaluation Criteria (Government Code 2269)	Point System
1	The price; Section 2269.055.a (1) Total Proposed Pricing - Provides thoroughly developed, competitive pricing using the tables in Pricing Delivery information section of the CSP	40 points
2	Offeror's experience and reputation; Section 2269.055.a (2) Provides evidence of your experience in planning, staging and delivery of recent projects of similar scope and scale (14 pts)	19 points
	Past experience with FBISD and other school districts Provides a summary of nature of work, on time delivery and quality of work contracted with FBISD and/or other school districts and FBISD's assessment of the presented summary. (5 pts)	
3	Quality of the offeror's goods or services; Section 2269.055.a (3) Contractor's products should be new and be of the highest quality with an option to substitute for a company branded item of equivalent quality. (14pts)	21 points
	Quality of contractor's response in the proposal Effectively responds and processes all request for information and documentation included in this CSP (2pts)	
	Project Plan and schedule (5pts)	
4	Utilization of historically underutilized businesses; Section 2269.055.a (4)	N/A
5	Offeror's safety record; Section 2269.055.a (5) Provides a summary of Experience Modification Rate (EMR) for the last three years, as well as a summary of your company's safety policies and procedures	5 points
6	Offeror's proposed personnel; Section 2269.055.a (6) Proposed Personnel, personnel directly assigned to work on this project	5 points
7	Offeror's financial capability appropriate to the size and scope of the project; Section 2269.055.a (7) Provide proof of Insurance, financial stability and Letter of Surety from Bonding Company	5 points
8	SBE Commitment; CV (Local) 2017.04	5 points
	TOTAL	100



Project Summary
BP027 - Restroom Renovations
 Exhibit - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
ADMINISTRATION BUILDING	\$22,943.00	\$1,093.00		\$278,347.00	\$13,917.00				\$1,811.00	\$318,111.00
COLONY BEND ELEMENTARY	\$68,516.00	\$3,263.00		\$831,250.00	\$41,563.00				\$5,408.00	\$950,000.00
DULLES HIGH	\$123,328.00	\$5,873.00		\$1,496,250.00	\$74,813.00				\$9,736.00	\$1,710,000.00
GARCIA MIDDLE	\$82,219.00	\$3,915.00		\$997,500.00	\$49,875.00				\$6,491.00	\$1,140,000.00
HODGES BEND MIDDLE	\$68,516.00	\$3,263.00		\$831,250.00	\$41,563.00				\$5,408.00	\$950,000.00
HODGES BEND TRANSPORTATION CENTER	\$25,973.00	\$1,237.00		\$315,110.00	\$15,756.00				\$2,050.00	\$360,126.00
HUNTERS GLEN ELEMENTARY	\$68,516.00	\$3,263.00		\$831,250.00	\$41,563.00				\$5,408.00	\$950,000.00
KEMPNER AG	\$7,215.00	\$344.00		\$87,531.00	\$4,377.00				\$568.00	\$100,035.00
KEMPNER HIGH	\$109,625.00	\$5,220.00		\$1,330,000.00	\$66,500.00				\$8,655.00	\$1,520,000.00
LAKE OLYMPIA MIDDLE	\$68,516.00	\$3,263.00		\$831,250.00	\$41,563.00				\$5,408.00	\$950,000.00
LANTERN LANE ELEMENTARY	\$68,516.00	\$3,263.00		\$831,250.00	\$41,563.00				\$5,408.00	\$950,000.00
RIDGEGATE ELEMENTARY	\$68,516.00	\$3,263.00		\$831,250.00	\$41,563.00				\$5,408.00	\$950,000.00
RIDGEMONT ELEMENTARY	\$68,516.00	\$3,263.00		\$831,250.00	\$41,563.00				\$5,408.00	\$950,000.00
SUGAR MILL ELEMENTARY	\$68,516.00	\$3,263.00		\$831,250.00	\$41,563.00				\$5,408.00	\$950,000.00
TOWNWEST ELEMENTARY	\$68,516.00	\$3,263.00		\$831,250.00	\$41,563.00				\$5,408.00	\$950,000.00
WILLOWRIDGE HIGH	\$109,625.00	\$5,220.00		\$1,330,000.00	\$66,500.00				\$8,655.00	\$1,520,000.00
TOTAL:	\$1,097,572.00	\$52,269.00		\$13,315,988.00	\$665,805.00				\$86,638.00	\$15,218,272.00

Tabulation Summary
 CSP 24-058KB BP027 Restroom Renovations

Vendor	Purchase Price (40 pts. max)	Offeror's Experience and Reputation, Past Experience with FBISD and other school districts (19 pts. max)	Quality of the offeror's goods and services, Quality of contractor's response in the proposal, Project Plan and Schedule (21 pts. max)	Offeror's safety record (5 pts max)	Offeror's proposed personnel (5 pts max)	Offeror's financial capability (5 pts max)	SBEP commitment (5pts max)	Proposer's Total Score (100 pts. max)
ICI Construction, Inc.	40.00	16.64	18.05	2.00	3.55	4.42	3.50	88.16
E Contractors LLC	33.07	12.28	16.55	2.55	3.85	3.69	5.00	76.99
Prime Contractors, Inc.	25.44	13.73	19.25	3.43	4.30	4.15	2.50	72.79

*Blue Corp Building Management LLC was deemed Non Responsive

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Energy Solutions (COOP)
Reference: District Goal 5
Department: Facilities

Recommendation

Consideration and approval for the purchase of electrical solutions with Ally Energy Solutions, LLC through the OMNIA Partners cooperative contract in an amount not to exceed \$750,000 and authorization for the Superintendent to negotiate and execute the agreement through August 2025.

Summary

The Fort Bend ISD Facilities/Maintenance Department is seeking approval under 24-069AL Energy Solutions, for Ally Energy Solutions, LLC to provide power factor correction for the District.

Power factor correction works by automatically switching capacitors in or out of circuit on a varying electrical load to counteract the negative inefficient effects of motors and machines.

The total project cost is \$750,000. The one-time cost will eliminate power factor penalties through the installation of additional capacitance. This will raise the power factor at each targeted campus to 97% or greater. After the project is completed, Ally Energy Solutions will measure and verify the new power factor to guarantee system performance with a 12-month standard manufacturer warranty.

This contract seeks approval under relevant statutes, including Chapter 44, §44.031(a) of the Texas Education Code and Chapter 791, Interlocal Cooperation Act, along with Board Policies CH (LEGAL) and CH (LOCAL) for purchasing goods and services. The Board of Trustees must approve proposed awards of \$50,000 or more.

Background

There are no current expenditures for FY 2023-24. Expenditures will not exceed \$750,000 through August 2025. Funding is included in the budget.

Requested by:	Damian Viltz, Chief Operations Officer Bryan Guinn, Chief Financial Officer
Vendor:	Ally Energy Solutions, LLC
Budget Sources:	Bond 2023 Funds
Amount:	Not to exceed \$750,000

Other Supporting Information	
Sole Source:	N/A
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 August 2025
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

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

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Damian Viltz
Chief Operations Officer

Bryan Guinn
Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Contract for Photography
Services for Bond Construction Projects
References: Board Policy CV (Local)
District Goal 5
Department: Operations

Recommendation

Consideration and approval of a construction photographic services agreement with Lonestar Documentation LLC D/B/A Multivista through the cooperative contract between Multivista and the Choice Partners purchasing cooperative, a program of the Harris County Department of Education, for the comprehensive construction photographic services for the 2023 Bond projects listed below for a not-to-exceed construction cost of \$302,935, and authorization for the Superintendent to negotiate and execute or terminate the agreements.

Summary

On June 26, 2023, the BOT approved all Project Budgets for the 2023 Bond Program. Funds were anticipated and budgeted for the photographic services. The budget was included in the “Other Professional Services” category.

BP Number – Campus	Contract Amount
BP001 – Briargate ES Rebuild	\$24,600
BP002 – Mission Bend ES Rebuild	\$24,600
BP003 – Clements HS Rebuild	\$124,875
BP004 – Ferndell Henry Renovations & Additions	\$19,780
BP005 – New Middle School 16	\$54,210
BP006 – New Elementary School 55	\$32,385
BP007 – Natatorium	\$14,210
BP008 – Transportation Facility	\$8,275

The attached Exhibit 1 provides the budget for Bid Packages 001, 002, 003, 004, 005, 006, 007 and 008. The contract amounts specified for Multivista to provide construction photographic services total \$302,935. The contract amounts will be funded within the Other Professional Services Category per bid package as detailed in the above table.

Recommended by:

Dr. Marc Smith
 Superintendent of Schools

Submitted by:

Dr. Damian Viltz
 Chief Operations Officer



Project Summary

Exhibit - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
BP001 - Briargate Re-Build:	\$2,445,000.00		\$1,697,197.50	\$45,498,901.32		\$4,158,000.00	\$124,803.18	\$1,000.00	\$39,091.00	\$53,963,993.00
BP002 - Mission Bend Re-Build:	\$2,000,250.00	\$168,192.00	\$1,869,360.00	\$43,560,143.00		\$4,158,000.00		\$1,000.00	\$7,049.00	\$51,763,994.00
BP003 - Clements HS Re-Build:	\$8,460,348.00	\$734,625.00	\$18,316,791.00	\$179,054,980.00	\$8,802,749.00	\$16,725,062.00	\$500,000.00	\$1,000.00	\$4,429,978.00	\$237,025,533.00
BP004 - Ferndell Henry Renovations & Additi	\$1,326,715.00	\$263,432.00	\$1,580,510.00	\$16,000,000.00	\$1,184,789.00	\$3,342,557.00		\$1,000.00	\$156,021.00	\$23,855,024.00
BP005 - New Middle School 16:	\$1,300,000.00	\$153,867.00	\$6,833,684.00	\$72,030,838.00	\$3,461,813.00	\$6,712,734.00	\$800,000.00	\$1,000.00		\$91,293,936.00
BP006 - New Elementary School 55:	\$2,170,342.00	\$188,979.00	\$4,095,481.00	\$37,581,672.00	\$1,879,084.00	\$4,143,379.00	\$434,068.00	\$1,000.00	\$316,915.00	\$51,417,920.00
BP007 - Natatorium:	\$1,234,674.00	\$103,448.00	\$446,541.00	\$19,598,000.00	\$979,900.00	\$310,080.00	\$226,357.00	\$1,000.00		\$22,900,000.00
BP008 - Transportation Facility:	\$1,045,598.00	\$87,606.00	\$3,152,846.00	\$16,596,800.00	\$829,840.00	\$740,632.00	\$191,693.00	\$1,000.00	\$368,672.00	\$23,014,687.00
GRAND TOTALS:	\$19,982,927.00	\$1,700,149.00	\$37,992,410.50	\$429,921,334.32	\$17,138,175.00	\$40,290,444.00	\$2,276,921.18	\$8,000.00	\$5,317,726.00	\$554,628,087.00

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Video Scoreboard
Differentiators and Related
Items and Services (COOP)
Reference: District Goal 5
Department: Enterprise Funds

Recommendation

Consideration and approval for the purchase of Video Scoreboard Differentiators and Related Items and Services through various cooperative contracts from Daktronics, Inc. for an amount not-to-exceed \$650,000 and authorization for the Superintendent to negotiate and execute the agreement through August 2029.

Summary

The scoreboards installed at Hall and Mercer Stadiums and Wheeler and Hopson Field Houses are between 15–20 years and approaching the end of their lifecycle. The District has a facilities rental program, with proceeds from the rentals going into the District’s Enterprise Fund. There are funds available within the Enterprise Fund to begin the replacement process for some of the aging scoreboards. Use of Enterprise funds mean there will be no impact to the General Fund or the bond program when purchasing the scoreboards.

Staff recommends that the scoreboards at Hall Stadium and Wheeler Fieldhouse be replaced as part of this project. The proposed solution will introduce DAKClassroom curriculum for Sports Marketing and Production program, which can be offered in the District’s Career and Technical Education (CTE) program as well as at the Digital Media Academy located at Hightower High School. The key goals in upgrading the scoreboards at Hall and Wheeler include:

- Improved spectator experience through dynamic scoreboard displays.
- Increased revenue streams through enhanced advertising and sponsorship opportunities.
- Real-world education and training opportunities for students pursuing careers in sports-related fields.

Once the digital scoreboards are implemented at Hall Stadium and Wheeler Fieldhouse, a future phase will recommend replacement of the scoreboards at Mercer Stadium and Hopson Fieldhouse. Phasing the project will allow the District to begin generating revenue at Hall and Wheeler that will offset the cost of the proposed future installations.

This contract seeks approval under relevant statutes, including Chapter 44, § 44.031(a) of the Texas Education Code and Chapter 791, Interlocal Cooperation Act, along with Board Policies CH (LEGAL) and CH (LOCAL) for purchasing goods and services. The Board of Trustees must approve proposal awards worth \$50,000 or more.

The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on August 27, 2024, and will run through August 26, 2027. With the two (2) option years, the contract can be extended until August 26, 2029.

Background

Expenditures will not exceed \$650,000 through August 2029. Funding is included in the Enterprise Fund budget.

Requested by:	Richard Gay, Executive Director of Business Services Bryan Guinn, Chief Financial Officer	
Vendor:	Daktronics, Inc.	
Budget Sources:	Enterprise Fund	
Amount:	Not to exceed \$650,000	
Other Supporting Information		
Sole Source:	N/A	
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 August 2029	
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.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
Action: Review: Employee Voluntary Benefits
Reference: District Goal 5
Department: Benefits and Wellness

Recommendation

Consideration and approval of employee voluntary benefits from Aflac in an amount not to exceed \$6,200,000 and authorization for the Superintendent to negotiate and execute the agreements through December 2029.

Summary

On April 11, 2024, the District issued RFP 24-047KB to request proposals and solicit responses for employee voluntary benefits. Twelve (12) vendors submitted proposals.

The objective of this RFP was to assess the marketplace for improved pricing, benefit offerings, and employee engagement for Accident, Critical Illness, Lump Sum Cancer, and Hospital Indemnity coverages. There was also a solicitation for a new product, Permanent Life with Long Term Care.

An evaluation team comprised of Fort Bend ISD staff members from the Employee Benefits & Wellness Committee, Business & Finance, Payroll & Compensation, and Employee Benefits & Wellness departments evaluated the submissions. Vendors were evaluated based upon purchase price, reputation of the vendor and of the vendor's goods or services, quality of vendor's goods or services, extent to which the goods or services met the District's needs, vendor's past relationship with the District, and long-term cost to the District to acquire the vendor's goods or services.

After an evaluation of the proposals, the recommendation is to partner with Aflac. The term of this contract is for three (3) consecutive years with two (2) optional one-year renewals. The contract term will begin on January 1, 2025, and will run through December 31, 2029.

Background

Expenditures in calendar year 2023 were \$1,185,407. Expenditures year to date in calendar year 2024 are \$1,004,939. Expenditures are not expected to exceed \$6,200,000 through December 31, 2029, but will fluctuate based on employee plan participation. Expenditures are direct payments from employee participation and are not paid by the District.

Requested by:	Glenda Johnson, Chief Human Resources Officer Bryan Guinn, Chief Financial Officer	
Vendor:	Aflac	
Budget Sources:	Health Plan Funds	
Amount:	\$6,200,000 through December 31, 2029	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	2163	
Number of vendors downloaded the solicitation:	97	
Number of responses received:	12	
Number of "no bid" responses received:	3	
Length of commitment:	Through December 31, 2029	
Last solicitation date:	May 10, 2021	
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

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Glenda Johnson
Chief Human Resources Officer

Bryan Guinn
Chief Financial Officer

RFP 24-047KB Employee Voluntary Benefits

	Evaluation Criteria	Point System
1	<p>Purchase Price</p> <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 evaluated for reasonableness relative to the goods and services offered by each proposer. • Competitive group plan pricing with service offerings in terms of basic and or buy up options; • Multi- Year premium rate guarantees with singular or base/buy up options where applicable; • Flexibility for policy customization to ensure that Fort Bend ISD population needs are met through group plan options, including portability options for all products; • Price is to remain firm/fixed for the term of the contract. Price is to be provided within the Voluntary Benefits Questionnaire and included on the Excel worksheet that is labeled by specific lines of coverage. 	25 points
2	<p>Reputation of the Vendor and of the Vendor’s Goods or Services</p> <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	<p>Quality of the Vendor’s Goods or Services</p> <ul style="list-style-type: none"> • Full service online enrollment of benefits package during and outside of open enrollment periods; • Provide high-performance value-added services available to all participants in group plans; • Access to premier national service support team, but also possess capabilities for local presence. 	25 points
4	<p>Extent to Which the Goods or Services Meet the District’s Needs</p> <ul style="list-style-type: none"> • Vendors will provide a multitude of services for open enrollment support, client/member administration, case management, and member advocate services. • Participation in District-level events throughout the year. • Vendor to provide custom materials for Fort Bend ISD during open enrollment periods, vendor health fairs, and to help support other district sponsored events. 	35 points

5	<p>Vendor's Past Relationship with the District</p> <p>For reference, the vendor shall list the following:</p> <ul style="list-style-type: none"> • Past projects or similar service vendor has had with the district. • Past projects or similar service vendor has had with any K-12 Districts of similar size or larger. • Past projects or similar service vendor has had with any business or universities the size of our district. 	5 points
6	<p>Long-term Cost to the District to Acquire the Vendor's Goods or Services</p> <p>Other fees, and other added costs.</p>	5 points
7	<p>Vendor's Principal Place of Business is in the State of Texas or Employs 500 People in this State.</p>	0 Points
8	<p>Insurance Requirements</p> <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	<p>Service Agreement:</p> <ul style="list-style-type: none"> • Extent to which the vendor agrees to our Standard Form of Agreement by signing the Vendor Information Sheet, vendor assent to the Terms and Conditions of Fort Bend ISD. 	Pass/Fail
10	<p>The impact on the ability of the District to comply with laws and rules relating to Historically Underutilized Businesses (HUB).</p>	N/A
	<p>TOTAL</p>	100 points

Tabulation Summary
RFP 23-047KB Employee Voluntary Benefits

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 (35 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (5 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Aflac Incorporated	20.00	2.00	22.86	30.43	4.71	5.00	85.00	1
Securian Financial Group	25.00	4.00	19.14	25.14	3.14	5.00	81.42	2
Wellfleet Group, LLC	24.00	3.00	18.57	23.00	2.00	5.00	75.57	3
Voya Financial	23.00	2.00	14.43	17.29	3.29	5.00	65.01	4
The Hartford	23.00	1.50	11.71	14.29	2.57	5.00	58.07	5
MetLife Insurance	5.00	0.50	17.43	23.00	5.00	5.00	55.93	6
Transamerica	18.00	0.50	12.14	14.57	2.00	5.00	52.21	7
United Healthcare	13.00	3.00	10.29	13.71	4.29	5.00	49.29	8
Colonial Life and Accident Insurance Company	14.00	3.00	11.43	12.29	2.00	5.00	47.72	9
The Standard	15.00	0.00	11.71	13.86	1.64	5.00	47.21	10
Allstate Health and Benefits	10.00	1.00	10.93	16.14	3.57	5.00	46.64	11
Guardian Life Insurance Company	14.00	3.00	9.71	10.57	2.57	5.00	44.86	12

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
**Action: Review: Cyber Attack Resilient
Disaster Recovery and
Virtual Desktop Services
and Support (COOP)**
Reference: District Goal 5
Department: Information Technology

Recommendation

Consideration and approval for the purchase of Cyber Attack Resilient Business Continuity-Disaster Recovery (BCDR) and Virtual Desktop Infrastructure (VDI) related services and support through The Interlocal Purchasing System (TIPS) cooperative contract from Cloud Unity in an amount not-to-exceed \$2,178,000 and authorization for the Superintendent to negotiate and execute the agreement through August 2027.

Summary

The Information Technology and Career & Technical Education (CTE) Departments are seeking approval for the purchase of Cyber Attack Resilient Disaster Recovery and Virtual Desktop Services and Support.

The BCDR cloud-based solution ensures business continuity by minimizing downtime and maintaining District productivity during data center service disruptions. It also provides the District with robust disaster recovery capabilities, enabling quick restoration of systems and data in the case of emergencies such as extended power outages, floods, fires, cyber-attacks, or other unexpected events adversely impacting data center operations and associated services.

The Cloud Unity BCDR solution is cost-effective as this solution eliminates the need for an expensive secondary data center to handle disaster recovery. It is scalable and flexible, allowing for easy adjustment of recovery capacity in responding to the District's business needs.

The Cloud Unity VDI solution will provide CTE students with 24/7 access to high-end software programs via their district devices. By enabling students' access to resource-intensive software from any location at any time, the VDI solution eliminates barriers to learning and promotes a more flexible and personalized educational experience. Students can engage with industry-standard tools outside of traditional classroom hours, fostering a deeper understanding of complex concepts and accelerating skill development. With additional practice time on the actual software used in their respective courses, our students will be better prepared for their certification tests.

Additionally, the VDI solution bridges the gap between theoretical knowledge and practical application. By empowering CTE students with the tools and flexibility they need to succeed, the VDI solution represents a transformative investment in their future.

This contract seeks approval under relevant statutes, including Chapter 44, §44.031(a) of the Texas Education Code and Chapter 791, Interlocal Cooperation Act, along with Board Policies CH (LEGAL) and CH (LOCAL) for purchasing goods and services. The Board of Trustees must approve proposed awards of \$50,000 or more.

Renewal options are available through August 2027. 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.

Background

Expenditures will not exceed \$2,178,000 through August 2027. Funding is included in the budget.

Requested by:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer	
Vendor:	Cloud Unity	
Budget Sources:	Bond Funds Grant Funds	
Amount:	Not to exceed \$2,178,000	
Other Supporting Information		
Sole Source:	N/A	
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 August 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.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Long Pham
Chief Information Officer

Bryan Guinn
Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: August 12, 2024
**Action: Review: Interlocal Agreement Regarding
Saved by the Bell**
**References: Board Policies FED (Legal) and
FEA (Local) District Goals 2 & 4**
Department: Department of Student Affairs

Recommendation

Consideration and approval of a renewal Interlocal Agreement between Fort Bend ISD, Fort Bend County and Fort Bend County Juvenile Board for the 2024-25 school year regarding the Saved by the Bell truancy program.

Summary

FBISD has collaborated with Fort Bend County (“County”) and the Fort Bend County Juvenile Board (“Juvenile Board”) in an effort to address truancy through the Saved by the Bell program. The goal of the Saved by the Bell program is to apply pro-active casework management strategies together with meaningful interventions in order to address truancy issues and increase attendance. The Fort Bend County Civil Court will act as the central filing location for truancy citations specific to FBISD.

As provided in the agreement, the County shall assign 6 juvenile caseworkers to Fort Bend ISD to address relevant truancy issues. These caseworkers will work as liaisons to coordinate and provide follow up with the judicial system, and will work with the Student Attendance Specialists, school administrators, counselors, social workers, and community resources to address the social factors to deter truancy. Intervention services are provided to FBISD students considered at risk of dropping out of school. Additionally, the caseworkers will perform home visits to support students with low engagement or truancy related attendance patterns. In return, FBISD agrees to fund the caseworkers for the court in the amount not to exceed \$327,777.50 Our goal is to continue to reduce truancy in our community by increasing our preventative efforts and assist with promoting student ownership of learning.

This agreement would begin the date of execution by the last party and end September 30, 2025, unless terminated earlier by the parties.

Recommended by:

Dr. Marc Smith
Superintendent

Submitted by:

Dr. Jaretha Jordan
Deputy Superintendent of Teaching and Learning

Saved by the Bell Program

The Fort Bend County Juvenile Board has been collaborating with Fort Bend County and FBISD since 2008 to address truancy through the Saved by the Bell Truancy Reduction Program. The goal of the program is to provide supportive and supplemental proactive casework management strategies, together with meaningful interventions, to prevent and address truancy issues and increase student attendance. This shared cost program allows a greater scope of services and ensures a symbiotic relationship with the Fort Bend County Juvenile Justice system.



1143

Home Visits Conducted

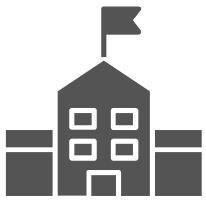
Juvenile probation caseworkers provide direct home visit services to students placed on remedial orders through all the Justice Courts or at the request of the FBISD Attendance Specialists.



7787

Truancy Intervention Measures

Six caseworkers work with 3 FBISD Student Attendance Specialists, Administrators, Counselors, Social Workers, and county resources to address the social and economic needs behind truancy.



25

Campuses Served

Saved by the Bell primarily works with secondary level campus referrals for truancy court. At the elementary level, referrals are directed towards the parent who may be contributing to the non-attendance of the child.



\$327,778

Cost to the District

FBISD equally shares the cost for 6 juvenile probation caseworkers who support students with low engagement or truant attendance patterns. Improved attendance increases funding and academic achievement.

Potential Implications 159

This program results in improved attendance, academics, and decreased discipline issues.



STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR TRUANCY PREVENTION AND INTERVENTION SERVICES
BETWEEN FORT BEND COUNTY, FORT BEND COUNTY JUVENILE BOARD AND
FORT BEND INDEPENDENT SCHOOL DISTRICT 2024-2025**

This Agreement for Truancy Prevention and Intervention Services is made by and between the **Fort Bend County** (“County”), **Fort Bend County Juvenile Board** (“BOARD”), and **Fort Bend Independent School District**, (“FBISD”) all governmental entities under the Interlocal Cooperation Act.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services which may include governmental functions in which the contracting parties are mutually interested;

WHEREAS, County, the Board and FBISD are mutually interested in the public goals of educational intervention, and truancy and dropout prevention;

WHEREAS, schools such as FBISD may enforce compulsory school attendance requirements by applying truancy prevention measures and if the truancy prevention measures fail to meaningfully address a student's conduct, may refer a student to an appropriate court;

WHEREAS, the County provides partial funding for, and the Board approves the budget of, the “Saved by the Bell” program which is a pro-active truancy abatement program in the Fort Bend County area administered by and through the Juvenile Probation Department; and

WHEREAS, the Texas Code of Criminal Procedure Article 45.056 authorizes a commissioners court, city council, school district board of trustees, juvenile board, or other appropriate authority to permit a county court, justice court, municipal court, school district, juvenile probation department or other appropriate governmental entity to jointly employ or contribute to the costs of a case manager employed by one governmental entity to provide services to prevent and deter truancy conduct.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I. Scope of Service

- A. As allowed by Texas CCP Article 45.056, the Board, agrees to allow Juvenile Probation Department personnel to be assigned to FBISD students when a judge has

referred the student to the Saved by the Bell program. The specific personnel shall be six (6) case managers whose duties shall be:

1. Assisting the Fort Bend County Justice Courts in administering the court's juvenile docket and in supervising the court's orders in juvenile cases for FBISD students;
 2. Prevention services for FBISD students considered at risk of entering the juvenile justice system; and
 3. Intervention services to FBISD juveniles engaged in misconduct before cases are filed, excluding traffic offenses.
- B. County shall allocate funding for the assigned case managers from the general fund to the Juvenile Probation Department Budget, using the County's regular budget process.
- C. Scheduling and the manner in which services are provided by the case managers shall be determined by the Juvenile Probation Department, with reasonable consideration given to programing requests from FBISD.
- D. It is expressly understood and agreed to by the Parties that:
1. The case managers shall be subject to the management and supervision of the Chief Probation Officer in the same manner as all other juvenile probation department employees, even though they may perform their duties on FBISD property. Such control and supervision includes, but is not limited to: hiring, supervision, discipline, and termination of the case managers; and
 2. The case managers will not be required to perform any FBISD administrative duties; and
 3. The execution of any truancy prevention measures legally required of FBISD is the sole responsibility of FBISD personnel.
 4. Interpretation, application and enforcement of law remains with the Justice Court or the Court entering the Order and is in no way delegated to any other Party as a result of this Agreement.
 5. When Program activity occurs on a FBISD campus, the County agrees to comply with all campus visitor protocols, FBISD Criminal Background History check procedures, and receive advanced written confirmation from the campus Principal or designee (email notification is acceptable) confirming approval of the activity and availability of the facility and campus personnel.

II. Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, the term of this Interlocal Agreement will be from October 1, 2024 through September 30, 2025.

III. Compensation

- A. FBISD shall be obligated to provide funding in the amount of three hundred twenty-seven thousand seven hundred seventy-seven dollars and 50/100 (**\$327,777.50**). Funding from FBISD shall be provided to the Fort Bend County Treasurer on or before December 31 of each year during the term of this Agreement and will be deposited in the Fort Bend County General Fund. Failure of FBISD to provide funding to Board as provided herein may result in the rejection of FBISD students from the Saved by the Bell Program.
- B. The Parties agree that three hundred twenty-seven thousand seven hundred seventy-seven dollars and 50/100 (**\$327,777.50**) is fair compensation for the services or functions performed under the Agreement for the services to be provided and must be from current revenues available to FBISD.

IV. Relationship of Parties

The Parties agree that in performing services specified in this agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.

V. Notice to Parties

- A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.

- B. Notice to Board shall be sent to:

Fort Bend County Juvenile Board
ATTN: Chair
301 Jackson Street
Richmond, Texas 77469

- C. Notice to County shall be sent to:

Fort Bend County
Attn: County Judge
401 Jackson
Richmond, Texas 77469

- D. Notice to FBISD:

Fort Bend ISD
Attn: Executive Director of Student Affairs

16431 Lexington Boulevard
Sugar Land, Texas 77479

- E. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VI. Insurance

- A. FBISD shall furnish certificates of insurance to Board evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of FBISD, name of insurance company, policy number, term of coverage and limits of coverage. FBISD shall cause its insurance companies to provide Board with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. FBISD shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- B. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- C. FBISD agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate and Policy shall include contractual liability coverage.
- D. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- E. Board and the members of the Board shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of FBISD shall contain a waiver of subrogation in favor of Board and members of the Board. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- F. If required coverage is written on a claims-made basis, FBISD warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

VII. Indemnification

To the extent allowed by law, FBISD agrees to promptly defend, indemnify and hold County and the Board harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or

incident to, concerning or resulting from the negligent or willful act or omissions of the FBISD, its agents, officers, and or employees in the performance of this Agreement.

VIII. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions, including the defense of governmental immunity.

IX. Miscellaneous Provisions

- A. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by all parties.
- B. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.
- D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.
- G.

{Remainder left blank}

{Execution page follows}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2024.

FORT BEND COUNTY:

Attest:

KP George
County Judge

Laura Richard, County Clerk

Date: _____

FORT BEND COUNTY JUVENILE BOARD:

Chair
FBC Juvenile Board

Date: _____

FORT BEND INDEPENDENT SCHOOL DISTRICT:

Attest:

Date: _____

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

Ed Sturdivant, Fort Bend County Auditor