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

Wednesday, January 29, 2025

This is Notice that the Fort Bend Independent School District Board of Trustees will hold a Public Budget Hearing on Wednesday, January 29, 2025, 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 6

2. National Anthem

3. Moment of Silence

4. Recognitions 7

5. Superintendent Update

6. Board Member Reports

   A. Board Activity Report
   B. TASB Update

7. Public Comment

8. Action

   A. **Memorandum of Understanding for Willowridge High School Feeder Pattern:** Consideration and approval of key components of a Memorandum of Understanding (MOU) for Super Neighborhood 41 (Willowridge HS Feeder Pattern) and Fort Bend ISD (FBISD). **8**

9. Information

   A. Budgetary & Legislative Update 15
   B. Special Education Update 25
   C. Intruder Detection Audit Report 39

D. Attendance Boundary Planning 40

10. Consent Agenda
All items under the Consent Agenda are acted upon by one motion. Upon a Board Member's request, any item on the Consent Agenda shall be moved to the Action portion of the regular agenda.

A. **Order of Election for Trustees:** Consideration and approval to order an Election on Saturday, May 3, 2025, for the full terms of Trustee Positions 3 and 7. **47**

B. **District Priorities, Goals, and Strategies**: Consideration and approval of the district priorities, goals, and strategies. **50**

C. **Fort Bend ISD 2025-26 Instructional Calendar:** Consideration and approval of the 2025-26 FBISD District instructional calendar and related staff development waivers. **53**

D. **Board of Trustees Meeting Minutes:** Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates: **58**

1. October 28, 2024 - Special Called Meeting: Teambuilding 59
2. November 4, 2024 - Called Meeting and Agenda Review 61
3. November 18, 2024 - Public Hearing - FIRST Rating 66
4. November 18, 2024 - Regular Business Meeting 68

E. **Deletion, Adoption and Revision of Policies: FNCE (Local), CPC (Local), CQB (Local), BBD (Local), CKC (Local), BBFA (Local), CKE/CKEA (Local), DCE (Local), and DGBA (Local).** **74**

1. FNCE (Local) - Personal Telecommunications/Electronic Devices 76
2. CPC (Local) - Office Management: Records Management 78
3. CQB (Local) - Technology Resources: Cybersecurity 80
4. BBD (Local) - Board Members: Training and Orientation 82
5. BBFA (Local) - Ethics: Conflict of Interest Disclosure 84
6. CKC (Local) - Safety Program/Risk Management: Emergency Plans 85
7. CKE/CKEA (Local) - Safety Program/Risk Management: Security 87
8. DCE (Local) - Employment Practices: Other Types of Contracts 95
9. DGBA (Local) - Personnel-Management Relations: Employee Complaints/Grievances 96

F. **American Rescue Plan Act Subrecipient Agreement:** Consideration and approval of the American Rescue Plan Act (ARPA) Subrecipient Agreement between Fort Bend ISD and Fort Bend County. **104**

G. **Bond 2023 Program Contingency:** Consideration and approval for the use of 2023 Bond Program Contingency as proposed by Administration. **130**

H. **Easement at FBISD PFC Building:** Consideration and approval to execute an easement with Fort Bend County Water Control and Improvement District No. 2 along the east side of the FBISD PFC building located at 13600 Murphy Road, Stafford, TX; and authorization for the Board President and/or designer to negotiate and execute this easement. **132**

I. **Consideration and approval of proposed expenses that exceed $50,000: Specifically for:**

1. **Additional Funding for Ferndell Henry Renovations & Additions (BP004):** Consideration and approval of the revised project budget to include an additional $2,300,000 for a total project budget of $26,155,024 for the Ferndell Henry Renovations & Additions (BP004) by utilizing 2023 Bond Contingency funds. **142**

2. **Construction Services for Transportation Renovations (BP025)**: Consideration and approval of a Construction Services Agreement with Millennium Project Solutions for Transportation Renovations project (BP025) for a stipulated lump sum amount of $7,533,000 and authorization for the Superintendent to negotiate and execute or terminate the agreements. **145**

3. **Elevator Services, Maintenance, Repair and Related Items:** Consideration and approval for the purchase of an elevator service, maintenance, repair, and related items from multiple cooperative contracts in an amount not-to-exceed $2,250,000 and authorization for the Superintendent to negotiate and execute the agreements through January 2030. **150**

4. **Flooring Services, Installation and Related Services:** Consideration and approval for the purchase of flooring services, installation, and related services from multiple vendors through multiple cooperative contracts for an amount not-to-exceed $800,000 and authorization for the Superintendent to negotiate and execute the agreements through January 2030. **153**

5. **Reorganization and Budget Transfer BP010 & BP012 Packages:** Consideration and approval of campus and scope reorganization between Turf and Athletics Package (BP010) and Athletics Renovations (BP012), a budget transfer of $990,815 from BP010 and BP012, to fund the budget difference after reorganizing the packages, and approval of a revised project budget for both BP010 and **156**

BP012 as shown on attached Exhibits 1 and 1A.

6. **Supplemental Benefits for Non-Emergent Surgeries (Increase):** Consideration and approval to increase the existing contract awarded under 20-099JB Supplemental Benefits for Non-Emergent Surgeries by $3,500,000 for a total not-to-exceed of $8,798,865 to continue purchasing supplemental benefits for non-emergent surgery services through December 2025. **161**

7. **Staff Training Platform:** Consideration and approval for the purchase of a staff training platform from Vector Solutions under a cooperative contract with EPIC6 Purchasing Cooperative for an amount not-to-exceed $90,000 and authorization for the Superintendent to negotiate and execute the agreement through February 2026. **163**

8. **Timekeeping and Attendance System:** Consideration and approval for the purchase of a timekeeping and attendance system from UKG Kronos Systems, LLC., under a cooperative contract with OMNIA Partners for an amount not-to-exceed $1,000,000 and authorization for the Superintendent to negotiate and execute the agreements through March 2030. **165**

11. 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 possible amendment to the superintendent’s contract.
B. Deliberate Director of Student Affairs recommendation.
C. Deliberate Goodman Elementary Principal recommendation.

12. Reconvene in Open Session

13. Consider Action on Closed Session Items

14. Future Meeting Discussion 168

15. 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: January 29, 2025
Agenda Review / Regular Meeting Comparison

Summary

The following agenda items were revised or added following the January 13, 2025, Agenda Review. These do not include recognition, information, or closed session items. A brief explanation is included:

Item 9B. **District Priorities, Goals, and Strategies**
Revised to include feedback from Board Workshop on January 13, 2025.

Item 9C. **Memorandum of Understanding for Willowridge High School Feeder Pattern**
Ridgegate Elementary was added.

Item 9F7. **Deletion, Adoption, and Revision of Policies**
Revised Policy FNCE (Local) to include wording about medical use.

Revised Policy CKE (Local) to include change to Philosophy Statement.

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Recognitions
Department: Communications

Recommendation

The Administration recommends that the Board recognize:

- National Anthem performance from Ridge Point High School Band
- Cornerstone Elementary Choir for being recognized at the 2025 Texas Music Educators Association annual conference
- The administration, on behalf of the entire Fort Bend ISD community would like to recognize the Fort Bend ISD Board of Trustees for their commitment and service to the District in Honor of School Board Recognition Month

Summary

National Anthem performance by a band ensemble from Ridge Point High School.

Cornerstone Elementary Chameleon Choir directed by Cinnamon Dove and Joshua Arnoldy, for being chosen by competitive audition to perform at the 2025 Texas Music Educators Association (TMEA) annual conference. The elementary choir will be showcased at the conference before 30,000 attendances from all over the State of Texas.

School Board Recognition Month is observed in Texas each January to build awareness among our citizens about the importance and vital role that an elected Board of Education plays in our society. This year's Texas School Board Recognition Month theme is Leadership for Tomorrow's Texas. The administration on behalf of the entire Fort Bend ISD community would like to recognize members of our Board of Trustees for their commitment to creating meaningful educational experiences and opportunities that prepare students for college, careers and beyond.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Chassidy Olainu-Alade
Interim Chief Communications Officer

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Memorandum of Understanding for Willowridge HS Feeder Pattern
References: Board Policy GK (LOCAL)
District Goals 1 & 4
Department: Deputy Superintendent of Teaching & Learning

Recommendation

Consideration and approval of key components of a Memorandum of Understanding (MOU) for the Fort Bend Houston Super Neighborhood 41 (Willowridge HS Feeder Pattern) and Fort Bend ISD (FBISD).

Summary

The partnership will support students at Willowridge High School, McAuliffe Middle School, Aldridge Elementary School, Ridgegate, and Ridgemont Elementary School. The goal of the partnership is to improve students' academic, literacy, language, and life skills in a safe and secure collaborative community.

In partnership with Fort Bend Super Neighborhood 41, we will assess learning gaps, identify the resources necessary to support student growth and development, and provide tools to foster an inclusive and collaborative learning environment for all students.

The memorandum of understanding is currently being finalized and will be provided at the January 29th Board meeting.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan
Deputy Superintendent of Teaching and Learni

MEMORANDUM OF UNDERSTANDING
Between
Fort Bend Independent School DISTRICT
and
Fort Bend Houston Super Neighborhood 41

This Memorandum of Understanding "MOU" is made and entered into by and between **FORT BEND INDEPENDENT SCHOOL DISTRICT** ("DISTRICT") which is located at 16431 Lexington Blvd, Sugar Land, Texas 77479 and FORT BEND HOUSTON SUPERNEIGHBORHOOD 41 ("NONPROFIT") located at 2601 Cartwright Road Suite D Pmp 236, Missouri City, TX 77489

SECTION I – PURPOSE
The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative partnership between Fort Bend ISD and Fort Bend Houston Super Neighborhood 41 to support the academic, social, and emotional growth of students within the Willowridge High School Feeder Pattern. This agreement outlines the roles, responsibilities, and commitments of each party to ensure the success of the program(s) and services provided.

SECTION II - LOCATIONS
Activities and services covered under this MOU will take place at the following locations:
DISTRICT School Sites:

1. Willowridge High School - 16301 Chimney Rock Road, Houston, TX 77053
2. McAuliffe Middle School - 16650 South Post Oak, Houston TX 77053
3. Aldridge Elementary School - 15817 Blue Ridge Road, Missouri City, TX 77489
4. Ridgegate Elementary - 6015 West Ridgecreek Drive, Houston, TX 77053
5. Ridgemont Elementary - 4910 Raven Ridge Drive, Houston, TX 77053

SECTION III - RESPONSIBILITIES OF NONPROFIT

NONPROFIT shall fulfill the following terms, obligations, and covenants:

(1) Inform DISTRICT of the name, address, and phone number of a Liaison who will be available to assist DISTRICT personnel and who will be responsible for maintaining ongoing contact with DISTRICT's representative;

(2) Limit the activities of NONPROFIT members at DISTRICT to only those functions required to fulfill the terms of this Agreement unless otherwise agreed to by DISTRICT;

(3) Provide DISTRICT's designated representative with information regarding the objectives, goals, and specifics of the NONPROFIT;

(4) Unless a NONPROFIT member is a DISTRICT employee with a criminal background check on file with the DISTRICT, inform members that a criminal background check must be completed through the DISTRICT criminal history procedures, and that members are obligated to comply with all DISTRICT administrative policies, procedures, rules, standards, schedules, practices, and state laws when participating in agreement activities; failure to do so may result in loss of access to DISTRICT property;

(5) Inform DISTRICT of any adverse circumstances to which DISTRICT may be exposed because of the activities or health status, including the mental health status of a member;

(6) Inform DISTRICT of any complaint, claim, investigation, or lawsuit that involves the NONPROFIT and that is related to the partnership or any other educational experiences provided under this Agreement;

(7) Collaborate with the DISTRICT to develop and implement strategies for engaging families and communities in program activities and services;

(8) Actively promote the partnership and services through outreach efforts by highlighting success stories and sharing feedback on how the supports are positively impacting students, schools, and the community;

(9) Provide quarterly updates to the DISTRICT on engagement activities, outreach efforts, and participation rates;

(10) Recruit and provide volunteers with backgrounds and/or expertise in education or early childhood development to effectively support partnership activities and objectives; and

(11) Complete the Collaborative Communities District Partnership Request Process.

SECTION IV - RESPONSIBILITIES OF DISTRICT

DISTRICT shall fulfill the following terms, obligations, and covenants:

(1) Inform NONPROFIT of the name, email address, and phone number of a DISTRICT employee who will be available to assist NONPROFIT members and who will be responsible for maintaining ongoing contact with the NONPROFIT;

(2) Provide NONPROFIT with periodic updates in a format agreed upon by the DISTRICT and the NONPROFIT regarding any activities related to the agreement;

(3) Provide NONPROFIT with information regarding policies and procedures of DISTRICT;

(4) Facilitate access to families and communities by sharing information about the partnership and services through school-based communication channels, such as emails, websites, and parent meetings;

(5) Provide evidence-based literacy, intervention/tutoring resources that are customized to meet the diverse learning needs of all students;

(6) Implement early childhood education supports, including the provision of Pre-K 3 and Pre-K 4 programs for the Aldridge, Ridgegate, and Ridgemont communities;

(7) Ensure DISTRICT Title I funding allocation prioritizes resources and support based on the needs of students and communities to promote fairness and opportunity for all;

(8) Provides campus staff professional learning opportunities, resources, and strategies to implement transformational processes focused on social-emotional wellbeing, relationship-driven campus culture, and student connectedness;

(9) Monitor and evaluate the impact of the engagement efforts and provide feedback to Fort Bend Houston Super Neighborhood 41 for continuous improvement;

(10) Conduct quarterly meetings or check-ins with the NONPROFIT to review progress, address challenges, and assess outcomes collaboratively;

(11) Ensure the allocation of DISTRICT Title I funding prioritizes resources and support tailored to the needs of students and communities, fostering equity and promoting opportunities for all; and

(12) Re-evaluate literacy and intervention resources selected for the identified campuses after the curriculum audit has been conducted.

SECTION V - RESPONSIBILITIES OF THE PARTIES

Both parties mutually agree to fulfill the following terms, obligations, and covenants:

(1) NONPROFIT members shall not be considered employees, agents, partners, or joint venturers of DISTRICT;

(2) DISTRICT is not responsible for wages, social security taxes, medical insurance, hospitalization insurance, or workers' compensation insurance for NONPROFIT members. In no event shall the parties be considered joint employers;

(3) Nothing in this Agreement is to be construed as transferring responsibility from one Party to another;

(4) Without limitation of any provision outlined in this Agreement, the Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations; and

(5) To the extent permitted by the constitution and laws of the State of Texas and without the waiver of sovereign immunity or any other defense to which NONPROFIT is or may be entitled to assert, NONPROFIT shall indemnify and hold DISTRICT harmless from and against any claims, costs, including reasonable attorneys' fees, liabilities, or causes of action arising out of or from any acts or omissions by NONPROFIT or NONPROFIT members who are engaged in activities at DISTRICT that are directly related to the Partnership. Notwithstanding the foregoing, neither Party hereto shall be obligated to indemnify the other for such other Party's own negligence. This indemnification provision shall survive termination of this Agreement.

SECTION VI – CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all student and staff information in compliance with applicable laws, including the Family Educational Rights and Privacy Act (FERPA).

SECTION VII - TERMS AND TERMINATION

(1) This agreement shall commence on January 30, 2025, and shall terminate on June 30, 2027 (2.5 years).

(2) The DISTRICT will present the agreement to the Board of Trustees for consideration of an extension or approval of a new MOU in June 2026.

(3) Notwithstanding any other provisions in the Agreement, either party shall have the right to terminate this Agreement upon thirty (30) consecutive days' written notice given to the other Party.

SECTION VIII - GENERAL PROVISIONS

(1) The Parties agree that this Agreement will be construed by the laws of the State of Texas and the venue for purposes of alternative dispute resolutions, claims, or litigation shall be Fort Bend County, Texas.

(2) The terms and conditions in this MOU may be modified upon mutual written consent of the Parties at any time.

(3) This MOU and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date that first appears in item one under Section VII - Terms and Termination

(4) Any notice required or permitted under this MOU shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

DISTRICT:	NONPROFIT:
Marcell Smith, Ed.D. 16431 Lexington Blvd Sugar Land, TX 77479	Fort Bend Houston Super Neighborhood 41 2601 Cartwright Road Suite D Pmp 236 Missouri City, TX 77489
With a copy to: Marcell Smith, Ed.D. 16431 Lexington Blvd Sugar Land, TX 77479	With a copy to: Fort Bend Houston Super Neighborhood 41 2601 Cartwright Road Suite D Pmp 236 Missouri City, TX 77489

(5) Neither Party may assign any rights or obligations under this MOU without prior written consent of the other Party.

(6) Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.

(7) If any part of the Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or NONPROFIT or DISTRICT policies, that part of the Agreement shall be modified, if reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible

(8) A waiver by either Party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.

(9) This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third-party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

(10) This is the entire Agreement between the Parties and supersedes all prior agreements, proposals, or understanding, whether written or oral.

(11) Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of FBISD, its trustees, officers, employees, and agents as a result of the execution or performance of this Agreement.

In witness thereof, the Parties have executed this Agreement in multiple counterparts, to be effective as of the date written on page four (4) of the Agreement.

Fort Bend Independent School DISTRICT	Fort Bend Houston Super Neighborhood 41
_____	_____
Name: Marcell Smith, Ed. D.	Name: Willie Rainwater, Sr.
Title: Superintendent of Schools	Title: President
Date: _____	Date: _____

_____

Name: Kristin Tassin

Title: FBISD Board President

Date: _____

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Information: Budgetary & Legislative Update
References: Board Policy CE (Legal)
Board Policy CFA
Department: Business and Finance

Summary

Staff will provide an update on the General Fund budget, Debt Service, and Child Nutrition Funds. These discussions are ongoing as staff works to allocate resources to best support the goals and priorities of the District.

In addition, staff will provide information on school finance topics currently under consideration as part of the State of Texas 89th Legislative session.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

FBISD

Budget Update
January 29, 2025

Lead THE PAC

Key Takeaways



LEGISLATIVE YEAR



FISCAL CHALLENGES



BUDGET ALIGNMENT

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Initial Budget Bills Filed

STATE	PUBLIC EDUCATION FUNDING IN SB1 AND HB1			VOUCHERS
Available General Revenues	New Public Education Funding	Golden Penny Yield Increase	School Safety Allotment	Education Savings Accounts
$194.6B	$4.9B	$0.8B	$0.4B	$1.0B
	SB1 AND HB1 IMPACT ON FBISD			
	TBD	$2.3m	$2.0m	

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2024-25 Current Budget

($ millions)	Adopted Budget	Amendments	Current Budget
Total Revenue	$ 827.0	$ 0.0	$ 827.0
Total Expenditures	828.6	5.2	833.8
Other Sources/(Uses)	2.5	0.1	2.6
Change in Fund Balance	0.9	(5.1)	(4.1)
Fund Balance - Beginning	212.1		212.1
Fund Balance - Ending	$ 213.0		$ 208.0
Fund Balance Reserve - %	25%		25%
Fund Balance Reserve - Days	93 Days		92 Days

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2024-25 Preliminary Year-End Estimate

($ millions)	2024-25 Current Budget	Upcoming Amendment	2024-25 Year-End Estimate
Total Revenue	$ 827.1	$ 21.9	$ 849.0
Total Expenditures	833.8	34.7	868.4
Other Sources/(Uses)	2.6	-	2.6
Change in Fund Balance	(4.0)	(12.8)	(16.8)
Fund Balance - Beginning	212.1		212.1
Fund Balance - Ending	$ 208.1		$ 195.3
Fund Balance Reserve - %	25%		25%
Fund Balance Reserve - Days	92 Days		90 Days

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2025-26 Key Forecasting Factors

FEBRUARY

Enrollment & Attendance

- PASA projects flat enrollment
- Need to maintain +95% attendance

MARCH

New Operating Expenditures

- Staffing Ferndell Henry ES
- Start up costs (Ferndell, Aldridge, Mission, MS16)

MARCH

Student Demographics

- SPED
- CTE
- ESL/bilingual

APRIL

Property Values & Tax Rate

- Property valuation growth
- Tax rate compression
- **Reminder**: Property tax revenue growth offset by reduced state revenue

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2025-26 Anticipated Focus Areas



Academic Performance



Operational



Safety and Security



Compensation and Benefits

Key Takeaways



LEGISLATIVE YEAR



FISCAL CHALLENGES



BUDGET ALIGNMENT

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Questions?

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Information: Special Education Update
References: District Goal 1
Department: Teaching & Learning

Summary

Staff will provide an update on the Special Education Department. The presentation will cover the status of special education testing since the start of the 2024-25 school year as well as provide a high-level department update.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Adam Stephens
Chief Academic Officer

FBISD

Special Education Update

January 29, 2025

Lead THE PAC

The time is **NOW**

To address ongoing challenges and enhance the quality of our special education services, we are initiating a comprehensive reset of the Special Education department, which will be guided by a newly convened **Special Education Task Force**.

- **iNclusivity-** FBISD will work to create an educational environment where all students feel fully integrated, valued, and supported alongside their peers.

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- **Ownership**- Requires all that educators view the success of all students as part of their own professional responsibilities

- **Working Together- C**ollaborative efforts between general education teachers, special education teachers, parents, administrators, and support staff to provide the best possible educational experience possible

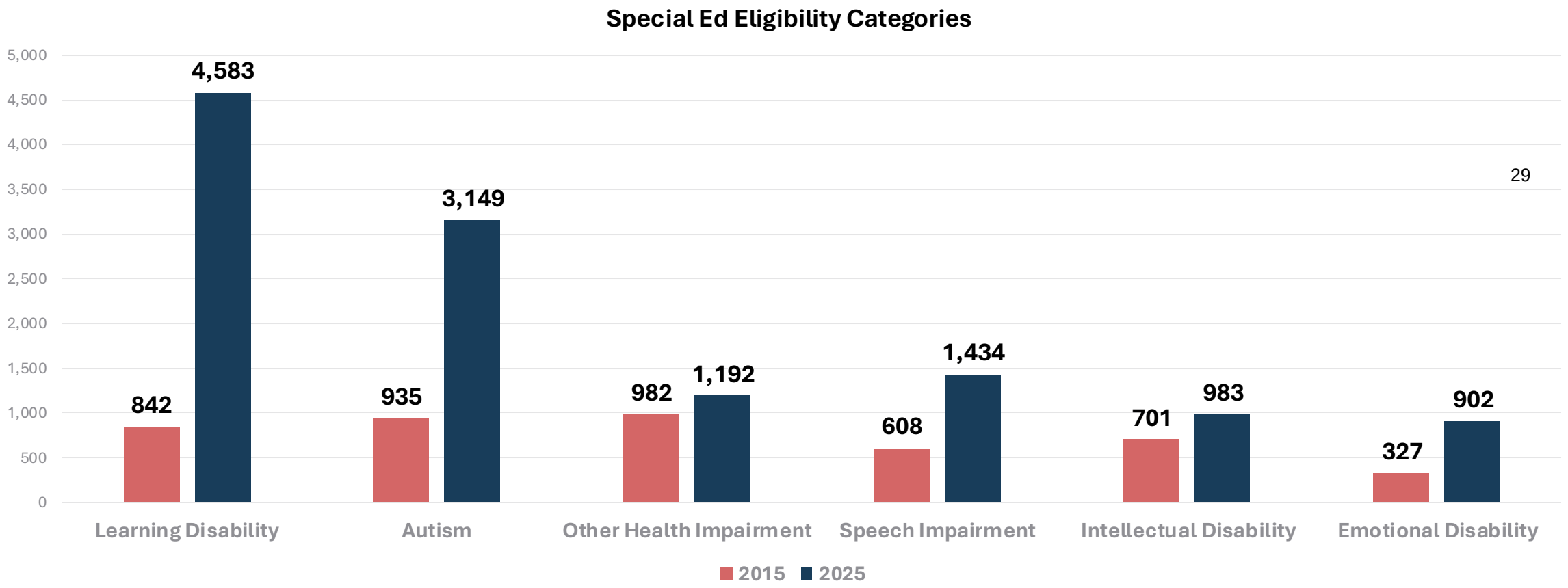






Communication and Customer Service

FBISD Special Education Enrollment



“Paraprofessionals need to be better supported”









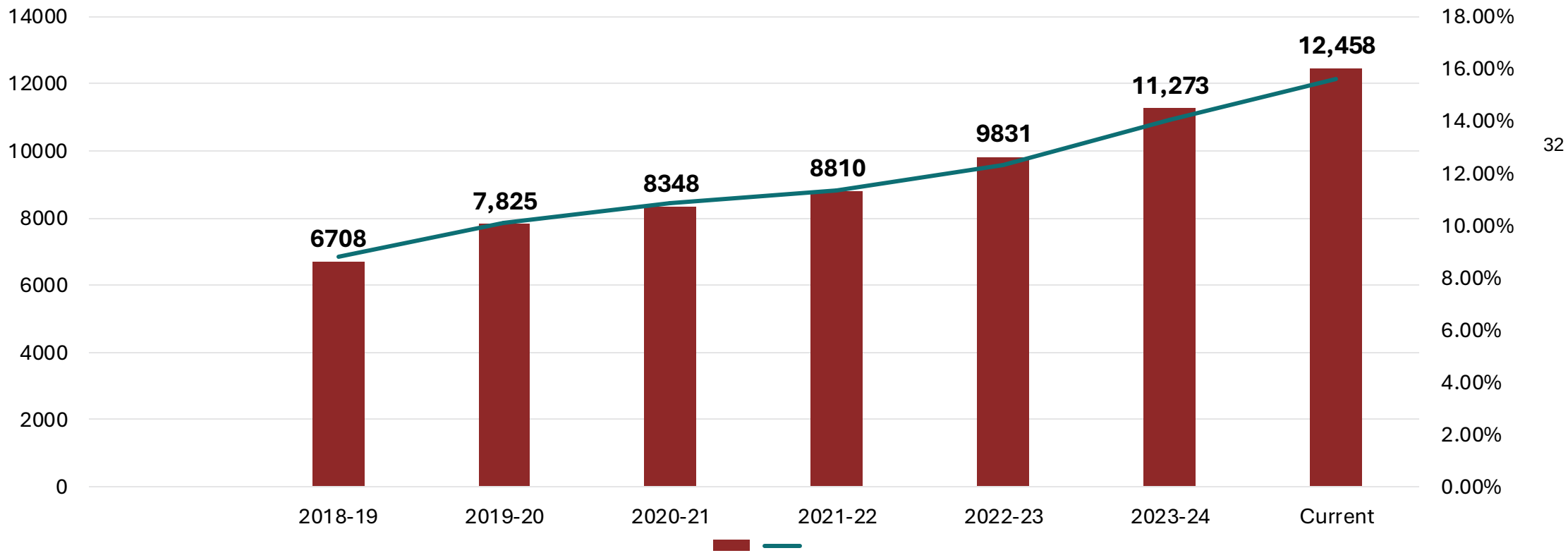
Campus Support

- Trained all Campus Leaders in November on how to best intervene with exceptional students
- Additional CPI Training for Campus Leaders
- Continued Empower Training and meeting with Empower leadership
- Providing specific guidance for campuses as they craft master schedules



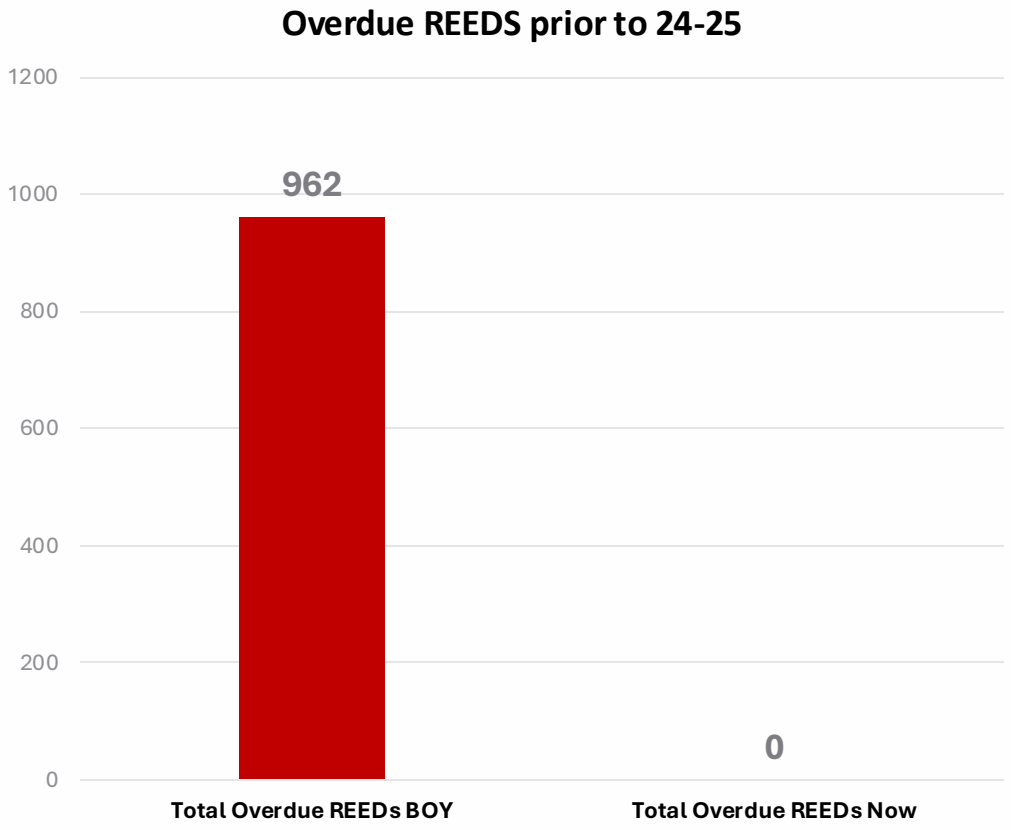


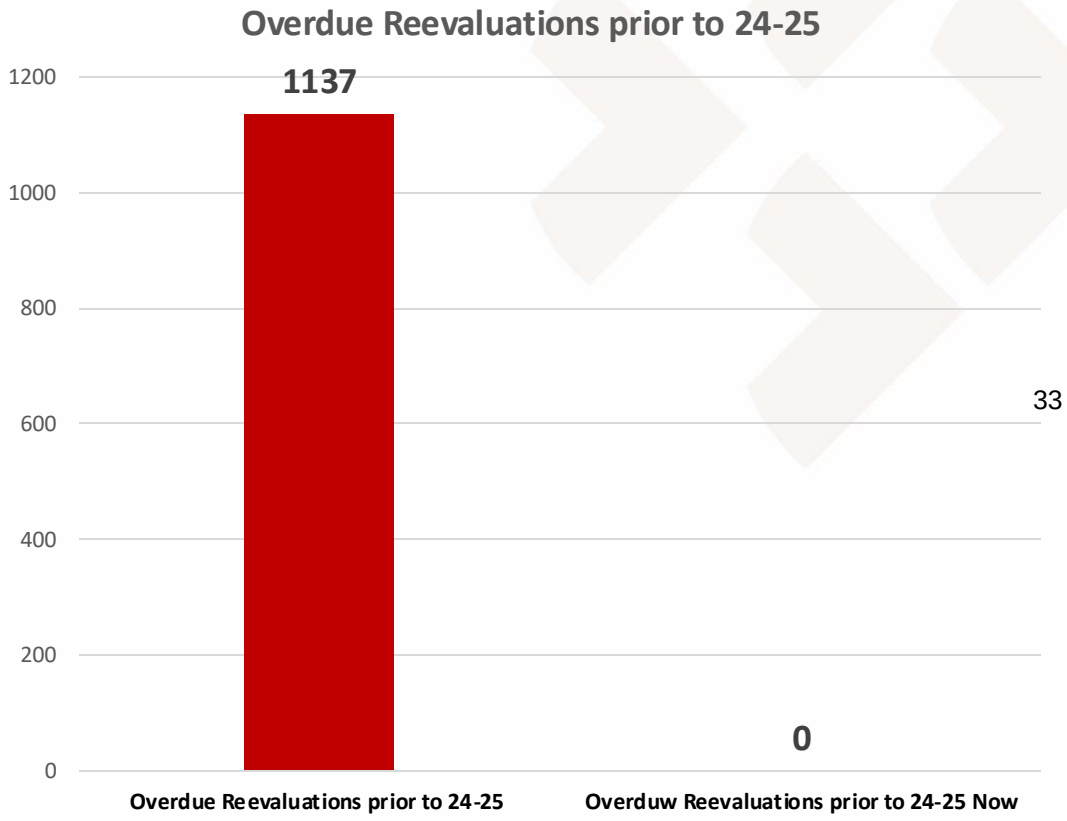
FBISD Special Education Enrollment



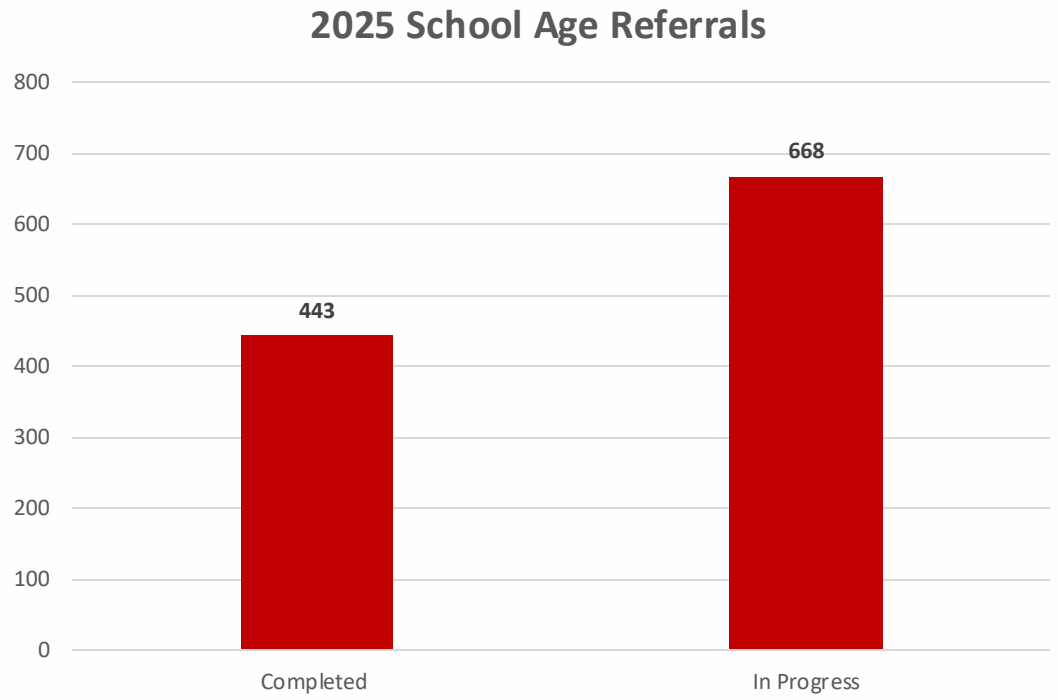
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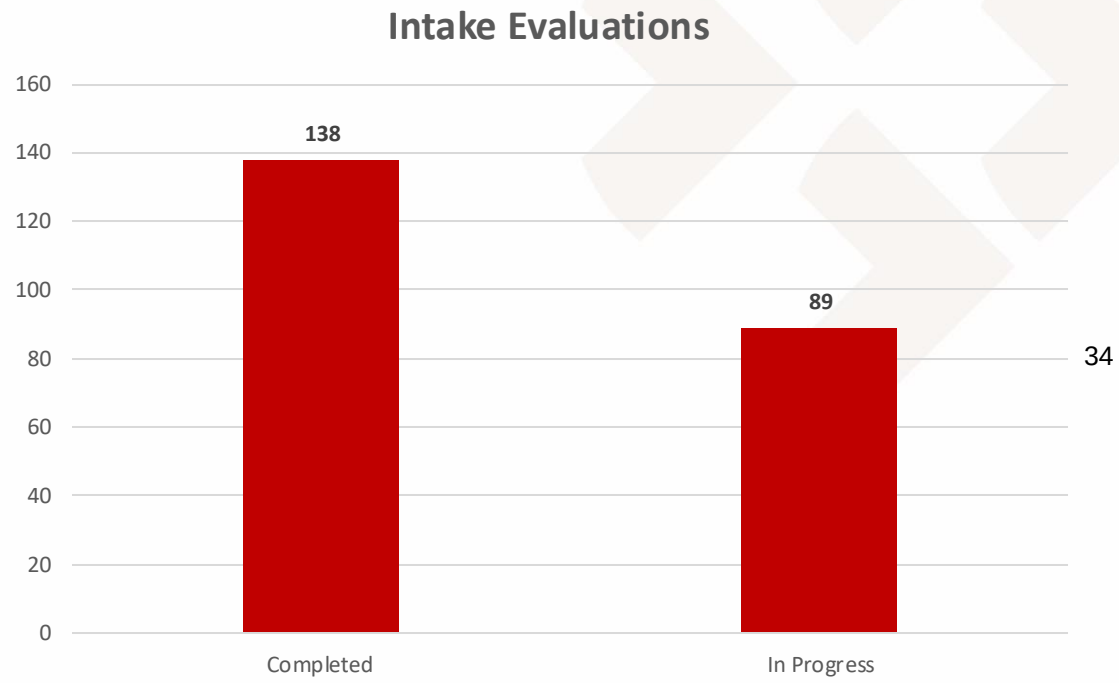
2023-2024 Evaluation Update





2024-2025 Evaluations





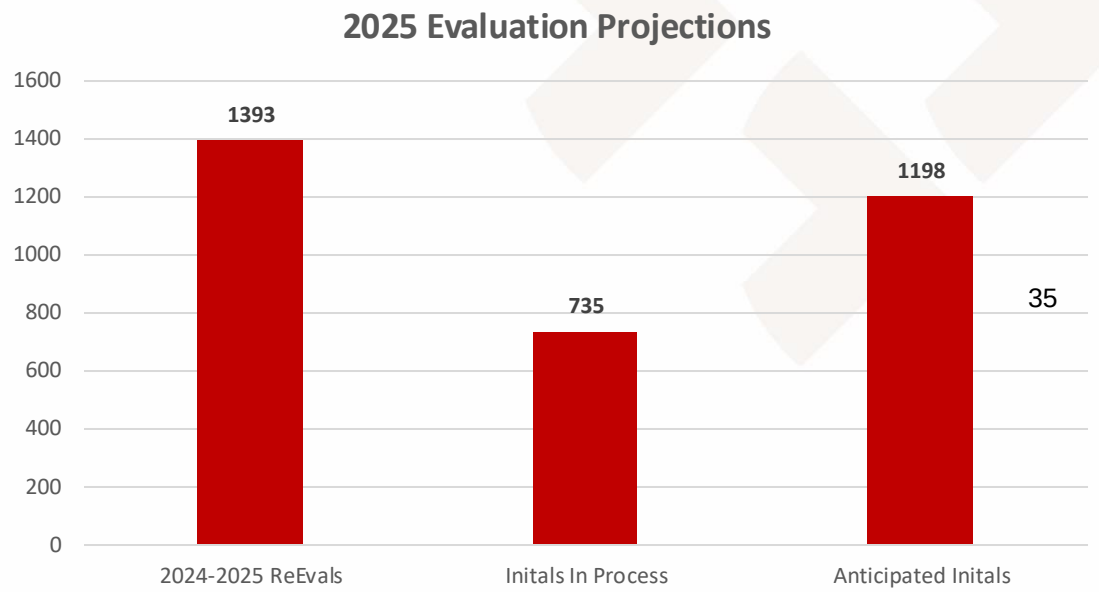
2024-2025 Evaluation Projections

Between January of 2024 – May 2024 this is a specific breakdown per month of how many initials we received excluding intake:

- January - 240
- February - 293
- March - 221
- April - 251
- May – 193

- Total – 1,198

All of this adds up to an estimated 3,326 evals that need to be completed before the start of the next school year.



Transition

- Dr. Loree Bruton- Serving as Interim Director
- Ashley Ashna-Director of Special Education Secondary
- Sheri Maston- Director of Special Education Elementary

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The Future of SPED

- **We remain committed to constantly evaluating the needs of our students to ensure that our programs produce the best educational outcomes.**
- **We are committed to programming for students based on need and not disability.**
- **Our goal is to move towards a more inclusive environment for all students**

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Thank You

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Information: Intruder Detection Audit Report Findings
References: Policy CKC (Legal)
District Goal 2
Department: Police Department

Summary

The Texas Education Agency recently conducted an Intruder Detection Audit at one or more of our campuses. The audits test whether a campus is accessible to an unauthorized individual. This audit helps identify how we can improve safety for students, such as ensuring exterior doors are locked.

We are working closely with our School Safety & Security Committee to ensure we are training all our staff and securing our doors for the protection of everyone at our campuses. Intruder Detection Audits are just one of the many actions we are taking to ensure our schools are safe.

Since the December 16, 2024, Regular Board Meeting, the district received four (4) Intruder Detection Audit reports for four (4) campuses. All four (4) reports came back with no findings or corrective actions.

Specific details of the Intruder Detection Audit may be discussed in closed session and will be discussed with the Safety and Security Committee. Fort Bend ISD is committed to providing a safe and secure learning environment for our students and staff.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

David Rider
Chief of Police

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Information: Attendance Boundary Planning
References: FC (Local)
Department: Deputy Superintendent Chief of Staff

Summary

The Administration will provide a presentation on the attendance boundary planning for Ferndell Henry Elementary. The presentation will also include a high-level overview of district-wide long range boundary planning.

Recommended by:

Dr. Marc Smith
Superintendent

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

FBISD

Attendance Boundary Planning Process Update

Lead THE PAC

School Boundary Advisory Committee

Role of the SBAC is to provide input to the Administration on recommendations developed for Board consideration.

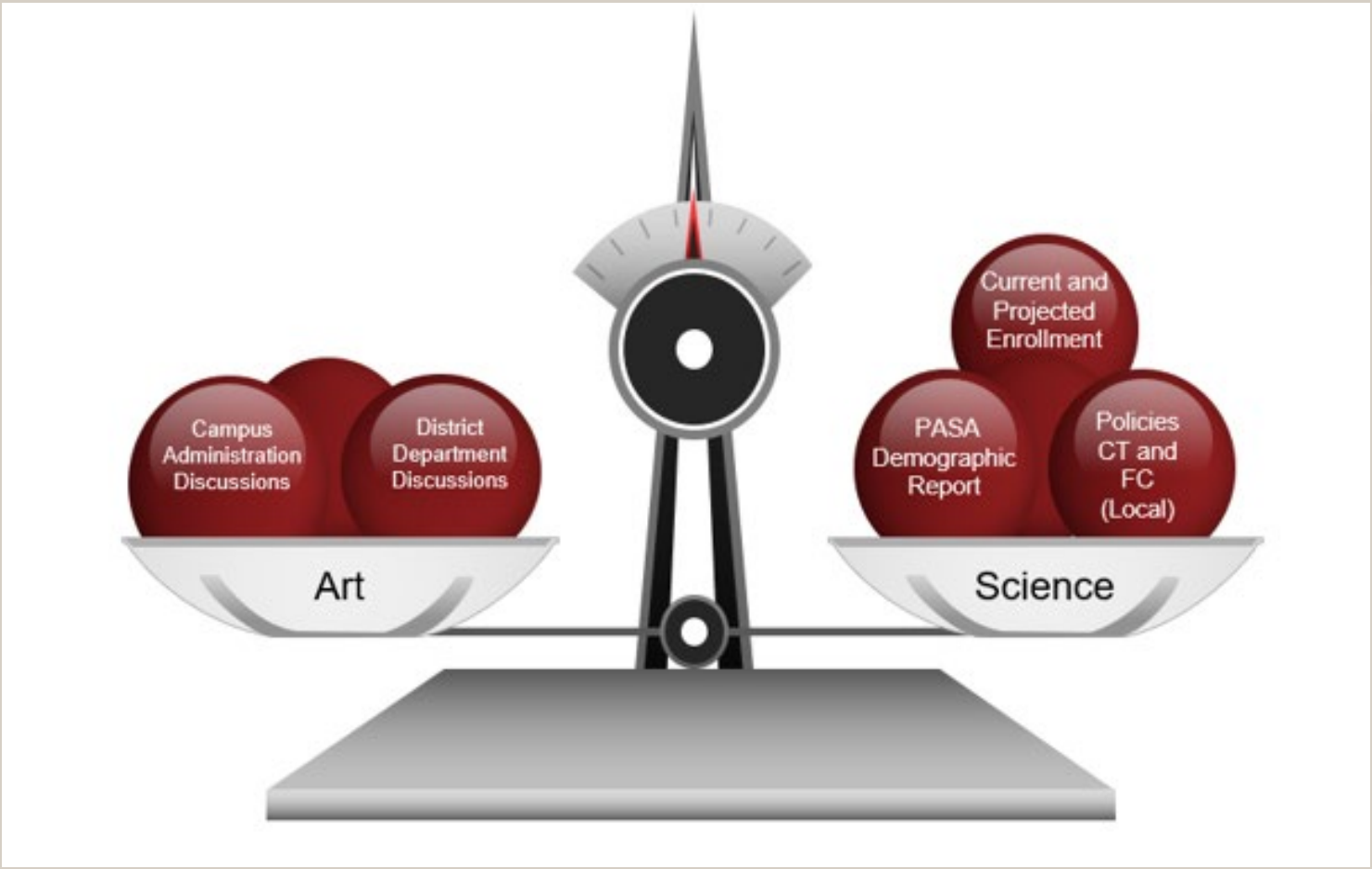
- Two parents and/or community members from each high school feeder pattern representing elementary and secondary.

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- One alternate member from each feeder pattern. Becomes a standing member when the attendance boundary is in the feeder pattern.

- The Boundary Planner (Zonda) will facilitate the review of any proposed boundary change

Art and Science



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School Boundary Overview

Task	Deliverable	Date
Special Called Meeting – Board Workshop: **PASA presents the 2024 Demographic Study**	BOT – in-person	2/3/2025
SBAC Meeting **Proposed FHES boundary (Original Recommendation) presented to SBAC and BOT**	SBAC – Shared during in-person meeting BOT – Shared by email (per Policy FC Local)	2/5/2025
Special Called Meeting – Board Workshop: **Zonda presents the proposed boundary (Original Recommendation) publicly with PASA in attendance**	BOT – in-person	Week of February 18 (Possible)
Public Hearing **Virtual Public Feedback Opportunity**	Community – in-person Virtual	2/26/2025 2/26 through 3/5/2025
SBAC Meeting	SBAC – Virtual Meeting to update the committee with feedback from Public Hearing	3/19/2025
Special Called Meeting (Workshop)	BOT considers Final Boundary Recommendation	3/27/2025

FBISD Boundary Planning

- ✓ Engage the Boundary Planner to develop boundary recommendation for Ferndell Henry Elementary School.

- Engage the School Boundary Advisory Committee (SBAC)for input to the Administration on Ferndell Henry Elementary School boundary. (February 5)

- Public Hearing (February 26)

- Present Boundary Recommendation to the Board for the opening of Ferndell Henry Elementary School. *(March 2025)*

- Engage Zonda in Long-Range District-wide Boundary Planning. *(April 2025)*

Thank you

Questions?

For: Fort Bend ISD Board of Trustees
Date: January 29, 2024
Action: Consideration and Approval: Order of Election for Trustees Pos. 3 and 7
References: Board Policy BBB (LOCAL)
Board Governance
Department: Legal Services

Recommendation

Consideration and approval to order an Election on Saturday, May 3, 2025, for the full terms of Trustee Positions 3 and 7.

Summary

Texas Election Code §3.001 requires the governing body of a political subdivision to order each general election. Pursuant to Policy BBB (LOCAL), the three-year terms of office for Trustee Positions 3 and 7, currently held by Mr. Rick Garcia and Mr. David Hamilton, expire in 2025. Texas Election Code §41.001 establishes the uniform election date for public school districts as the first Saturday in May in an odd-numbered year, which is May 3, 2025. The deadline to order an election is 78 days prior to the election, which is Friday, February 14, 2025.

In compliance with the Texas Election Code §141.040, the Notice of Deadline to File Applications for Place on the Ballot for the May 3, 2025, Board of Trustee Election Positions 3 and 7 has been posted at the FBISD Administration Building and on the District website. The period for candidates to apply for a place on the May ballot opens Wednesday, January 15, 2025. The filing period closes Friday, February 14, 2025.

The Order of Election was prepared in accordance with state law and FBISD Policy BBB and BBBA. The election order includes: (1) the dates and times of early voting, (2) the location of each early voting site, and (3) any other information required by law. Early voting locations are designated by the Fort Bend County Elections Administrator pursuant to a Joint Election Agreement and Contract for Election Services with Fort Bend County that will be prepared after the Board orders the election. The location and number of early voting sites is subject to change.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Chris Gilbert
Interim General Counsel

ORDER OF ELECTION
(Orden de Elección**)**

An Election is Ordered to be held on Saturday, May 3, 2025 for voting in the Fort Bend Independent School District Trustee Election to elect one person for each position to serve the full terms of Positions 3 and 7. (Se ordena una elección que será el sábado 3 de mayo, 2025 para votar en la Elección de la Mesa Directiva del Distrito Escolar Independiente de Fort Bend para elegir una persona para que sirva los términos completos de las posiciones 3 y 7.)

Early Voting by Personal Appearance will be conducted as follows (La votación anticipada mediante comparecencia personal se llevará a cabo de la siguiente manera)**:**

Main Early Voting Site (Sitio principal de votación anticipada)**:**

Fort Bend ISD Administration Building, Lobby
16431 Lexington Boulevard
Sugar Land, Texas 77479

And such other early voting polling places as may be designated or amended by the early voting clerk (county elections administrator) pursuant to Section 271.006 of the Texas Election Code, which may include, but are not limited to, the following *(Y otros sitios de votación anticipada que pueda designar o modificar el secretario de votación anticipada (administrador de elecciones del condado) conforme con la Sección 271.006 del Código Electoral de Texas, que pueden incluir, entre otros, los siguientes)***:**

Branch Early Voting Sites (Sitios de votación anticipada)**:**

Hopson Field House/Hightower HS	**3335 Hurricane Ln, Missouri City, TX 77459**
James Bowie Middle School	**700 Plantation Dr, Richmond, TX 77406**
Almeta Crawford High School	**801 Caldwell Ranch Blvd, Rosharon, TX 77583**
James Reese CT Center	**12300 University Blvd, Sugar Land, TX 77479**
Cinco Ranch Branch Library	**2620 Commercial Center Blvd, Katy, TX 77494**
Commonwealth Clubhouse	**4330 Knightsbridge Blvd, Sugar Land, TX 77479**
Firethorne Clubhouse	**28128 N Firethorne Rd, Katy, TX 77494**
FBC ESD No. 4 Admin Building	**33301 FM 1093, Fulshear, TX 77441**
Four Corners Community Center	**15700 Old Richmond Rd, Sugar Land, TX 77498**
Jacks Conference Center	**3232 Austin Pkwy, Sugar Land, TX 77479**
Jones Creek Ranch Park	**7714 FM 359, Richmond, TX 77406**
Jordan High School	**27500 Fulshear Bend Dr, Fulshear, TX 77441**
Kroger Riverstone	**18861 University Blvd, Sugar Land, TX 77479**
Lakes of Bella Terra Recreation Center	**11620 W Torino Reale Dr, Richmond, TX 77406**
Meadows Place City Hall	**1 Troyan Dr, Meadows Place, TX 77477**
Missouri City Visitors Center	**1522 Texas Pkwy, Missouri City, TX 77489**
Road and Bridge (Needville)	**3743 School St, Needville, TX 77461**
Rosenberg Annex Building	**4520 Reading Rd, Rosenberg, TX 77471**
Sienna Annex	**5855 Sienna Springs Way, Missouri City, TX 77459**
Sugar Land Branch Library	**550 Eldridge Rd, Sugar Land, TX 77478**
Tompkins High School	**4400 Falcon Landing Blvd, Katy, TX 77494**
Beasley City Hall	**319 S 3rd St, Beasley, TX 77417**
Chasewood Clubhouse	**7622 Chasewood Dr, Missouri City, TX 77489**
Fulshear Branch Library	**6350 GM Library Rd, Fulshear, TX 77441**

George Memorial Library	**1001 Golfview Dr, Richmond, TX 77469**
Great Oaks Baptist Church	**7101 FM 2759 Rd, Richmond, TX 77469**
Lost Creek Conference Center	**3703 Lost Creek Blvd, Sugar Land, TX 77479**
Quail Valley Fund Office	**3603 Glenn Lakes Ln, Missouri City, TX 77459**
Richmond Water Management Facility	**110 N 8th St, Richmond, TX 77469**
Seven Lakes High School	**9251 S Fry Rd, Katy, TX 77494**
Stafford City Hall	**2610 S Main St, Stafford, TX 77477**
Sugar Land City Hall	**2700 Town Center Blvd N, Sugar Land, TX 77479**

Schedule for *(Horario para)***:** Fort Bend ISD Admin. Bldg. 16431 Lexington Blvd, Sugar Land, TX 77479

Day *(Día)*	**Date** *(Fecha)*	**Hours** *(Horas)*
Monday – Friday *(lunes – viernes)*	April 22 – 25, 2025 *(22 – 25 abril, 2025)*	7:00 a.m. – 7:00 p.m.
Saturday *(sábado)*	April 26, 2025 *(26 abril, 2025)*	CLOSED *(CERRADO)*
Sunday *(domingo)*	April 27, 2025 *(27 abril, 2025)*	CLOSED *(CERRADO)*
Monday – Tuesday *(lunes – martes)*	April 28 – 29, 2025 *(28 – 29 abril, 2025)*	7:00 a.m. – 7:00 p.m.

Applications to vote by mail should be mailed to
(Las solicitudes para votar por correo deben enviarse a)**:**

John Oldham
Fort Bend County Elections Administrator
301 Jackson St.
Richmond, TX 77469
Phone: 281-341-8670
Email: vote@fortbendcounty.tx.gov
Website: fortbendvotes.org

The last day to receive applications for Ballot by Mail is on Tuesday, April 22, 2025 at close of business (El último día para recibir solicitudes de Boleta por Correo será el martes, 22 de abril, 2025 al cierre de operaciones)**.**

The deadline for receiving Ballots by Mail is Saturday, May 3, 2025 no later than 7:00 p.m. (La fecha límite para recibir Boletas por Correo será el sábado, 3 de mayo, 2025 a las 7:00 p.m.)

Issued this the _____day of _____, 2024 (Emitida este día _____de _____, 2024).

_____
Signature of the Presiding Officer (Firma de la Presidenta)
Kristin Tassin, President, Board of Trustees, Fort Bend ISD

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval: District Priorities, Goals, and Strategies
References: Board Policy: AE (Local/Legal)
Department: Board of Trustees

Recommendation

Consideration and approval of the district priorities, goals, and strategies.

Summary

Proposed Priorities, Goals, and Strategies are detailed below.

Priority 1:
Increase successful student outcomes through enhanced learning opportunities.

Goal 1:
By 2028, 80% of all students, at every campus, in grades 3, 5, 8, and 10 will grow at least one year in reading as indicated by NWEA Map Growth Measures.

Strategy:
1. Utilize MAP data to set personalized growth targets for each student and communicate targets to students and parents.
2. Leverage a variety of data sources, including formative and summative assessments, to analyze trends, identify patterns, and pinpoint areas where students may require additional support.
3. Develop tailored interventions to address individual learning gaps, ensuring that instruction is responsive to each student's unique needs and optimize improved academic outcomes for all students.

Goal 2:
For the class of 2026, the percentage of graduates that meet the criteria for CCMR will increase from 65% to 90%.

Strategy:
1. Establish a comprehensive support system that empowers students to succeed in college, career, or military pathways including timely communication to students and parents regarding post-graduation options.
2. Provide students with personalized guidance which will include information about a wide range of post-graduation options, ensuring students are equipped with the knowledge and resources to make informed decisions about their future.

Priority 2:
Create and sustain a culture and climate of professionalism, accountability, and communication (PAC) where stakeholders (students, parents, and staff) are valued, inspired, and engaged.

Goal 1:
By 2027, FBISD will increase overall staff satisfaction with the district from 73% to 85% through an organizational focus on the principles of the PAC as measured by the District Culture and Climate Survey.

Strategy:
1. Leverage a variety of data sources to monitor employee engagement including employee retention rates and the percentage of employees that would recommend FBISD to a peer on the Employee Stay Survey.
2. Develop improvement plans that include performance objectives or strategies to improve or sustain staff engagement and satisfaction.

Goal 2:
By 2027, FBISD will increase overall secondary student engagement in schools from 78% to 85% evidenced by students indicating they feel good about being in school on the District Student Engagement Survey.

Strategy:
1. Monitor elementary student engagement survey data to ensure FBISD maintains overall student engagement scores in the high range.
2. Develop improvement plans that include performance objectives or strategies to improve or sustain secondary student engagement.

Goal 3:
By 2027, FBISD will increase parent satisfaction with FBISD schools from 80% to 85% evidenced by parents indicating the quality of their child's school as excellent or good through an organizational focus on the principles of the PAC as measured by the District Culture and Climate Survey.

Strategy:
1. Communicate parent engagement and feedback opportunities and monitor parent perceptions of alignment to defined engagement purpose and feedback outcomes for identified opportunities.
2. Develop improvement plans that include performance objectives or strategies to improve or sustain parent satisfaction with FBISD schools.

Priority 3:
Exhibit financial responsibility through transparent budgeting processes and effective management of resources aligned to the district strategic plan.

Goal 1:
By June 2025, FBISD will review 100% of the key revenue drivers with the Board and align all funding with the district strategic plan.

Strategy:

1. Provide detailed information on key revenue drivers and alignment to district priorities and goals that include:
   d) Projected student enrollment (PASA) (scheduled 1/29/25).
   d) Special populations (ESL, Sped, Bilingual, EcoDis, CTE, et al)
   d) Property values/tax rate.
   d) Other local revenues (Delinquent taxes, interest income, tuition PK/Summer School, Extended Learning/Enterprise, et al).
2. Ensure expenditures for Board approval show alignment between budgeting and strategic priorities and/or goals.
3. Determine a system for providing annual updates on alignment of funding with the district strategic plan.

Goal 2:
By 2027, ensure efficient staffing in all areas of the organization including campuses and departments.

Strategy:

1. Conduct a comprehensive staffing study and implement findings by 2027.
2. Identify staffing barriers and successes and evaluate the impact of staffing barriers on district operations, teaching and learning, and student outcomes and report bi-annually to the Board.
3. Create an annual process for reviewing and ensuring continued effectiveness and efficiency of staffing aligned to district priorities and goals.

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and approval: Fort Bend ISD 2025-26 District Instructional Calendar
References: EB (Legal, Local)
Department: Deputy Superintendent Chief of Staff

Recommendation

Consideration and approval of the 2025-26 FBISD District instructional calendar and related staff development waivers.

Background

Annually, the Organizational Development Division launches the calendar development process in the fall. FBISD's academic calendar is designed through a collaborative process including all stakeholders.

The 2025-26 proposed District instructional calendar was created through the collaboration of Focus Groups including students, community members, parents, teachers, and district staff. Next, three Core Team stakeholder engagement meetings were facilitated that included teachers, principals, and district leaders. Following input from Focus Groups and Core Teams, the District Calendar Committee comprised of community members, a Board of Trustee representative, teachers, students, and campus and district leaders identified guidelines for the development of draft calendars.

The Calendar Committee guidelines for development of the school calendar are:

- Maintain traditional holiday structure (full week for Thanksgiving, two full weeks for Winter Break, and full week for Spring Break),
- Later start to the school year,
- Observe holidays (national/religious) tied to a weekend,
- Midweek start to the school year,
- One holiday per month,
- End first semester before winter break (balance semesters),
- Job embedded PD/Teacher Planning within the school year (end/beginning of grading period),
- End school in May or first week of June, and
- Include a fall break.

Using these guidelines, the District Calendar Committee selected three calendars for public comment. In November, all stakeholders were invited to provide feedback via survey on the three draft calendars.

The table below summarizes stakeholder input on each calendar posted for public comment. The percentages represent the percent of each stakeholder group that agreed or strongly agreed with the calendar. Stakeholders were able to rate all calendars.

Stakeholder Group (number participated)	A	B	C
Parent *(3,382)*	40%	41%	52%
Teacher – Elementary *(582)*	37%	25%	78%
Teacher – Elementary & Parent *(188)*	38%	24%	81%
Teacher – Middle *(260)*	34%	29%	73%
Teacher – Middle & Parent *(71)*	26%	25%	70%
Teacher – High *(396)*	30%	33%	68%
Teacher – High & Parent *(127)*	25%	41%	72%
Student *(1,416)*	29%	23%	83%
Principal *(43)*	55%	28%	68%
Principal & Parent *(26)*	59%	25%	87%
Campus Employee (Non-Teacher) *(335)*	42%	25%	73%
Campus Employee (Non-Teacher) & Parent *(122)*	39%	33%	66%
District Employee (Instructional) *(139)*	33%	38%	68%
District Employee (Instructional) & Parent *(66)*	35%	32%	83%
District Employee (Non-Instructional) *(327)*	47%	30%	68%
District Employee (Non-Instructional) & Parent *(102)*	37%	30%	69%
Community Member (non-parent) *(75)*	19%	23%	90%
Other *(40)*	33%	44%	48%
Total Participants *(7,697)*	**37%**	**34%**	**70%**

Following public comment, Calendar Committee analyzed public comments, survey responses and feedback to recommend the 2025-26 District instructional calendar.

Key elements of the 2025-26 proposed District calendar meet all required components and include:

- A minimum of 75,600 operational minutes and at least 840 minutes designated for inclement weather or other issues of health and safety,
- Two inclement weather makeup days,
- Begins the school year before the fourth Monday of August and ends in May,
- Traditional holiday structure (a full week off for Thanksgiving, two full weeks for the Winter Break, and a week-long Spring Break),

- Job embedded Professional learning within the school year,
- A Teacher Planning Day prior to each grading period,
- A week-long fall break in October,
- Spring break during the third week of March, and
- Meets all calendar guidelines.

FBISD's Local Innovation Plan, adopted by the Board in March 2022, provides flexibility to the start and end dates of school. The Administration will submit the staff development waiver through an online process following Board approval of the calendar and waiver submission. The action item includes approval of the Staff Development Minutes Waiver, and the waiver will be for the 2025-26 school year only. The waiver provides for a minimum of 2,100 minutes to use for staff development. Upon Board approval of the 2025-26 calendar, Human Resources will construct employee work calendars for those employees on contracts with greater than 187 days.

A copy of the 2025-26 proposed instructional calendar is provided for your review.

Submitted by:

Dr. Marc Smith
Superintendent of Schools

Recommended by:

Beth Martinez
Deputy Superintendent Chief of Staff

Proposed

FBISD 2025 - 2026 Instructional Calendar

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August

July 31st -Aug 1st ..... District Professional Learning Days/ No Students
4th ..... Teacher Work Day/No Students
5th-8th ..... Professional Learning Days/No Students
11th .....Teacher Planning Day/No Students
12th ..... First Day of Classes 1st Semester

September

1st.....Student/Teacher Holiday/Labor Day
25th ..... Early Release-Elementary
26th ..... Professional Learning Day/No Students

October

13th-17th.....Student/Teacher Holiday
20th .....Teacher Planning Day/No Students

November

24th-28th.....Student/Teacher Holiday

December

18th ..... Early Release – MS/HS
19th ..... Early Release/All Students
22nd-31st ..... Student/Teacher Holiday/Winter Break

January

1st-2nd .....Student/Teacher Holiday/New Year's Day
5th ..... Teacher Work Day/No Students
6th ..... Professional Learning Day/No Students
7th .....Teacher Planning Day/No Students
8th ..... First Day of Classes 2nd Semester
19th ..... Student/Teacher Holiday/Martin Luther King Jr. Day

February

12th ..... Early Release-Elementary
13th ..... Professional Learning Day/No Students
16th .....Student/Teacher Holiday/ Inclement Weather Make-Up Day

March

6th .....Teacher Planning Day/No Students
16th-20th.....Student/Teacher Holiday

April

3rd .....Student/Teacher Holiday

May

25th .....Student/Teacher Holiday/Memorial Day
27th ..... Early Release MS/HS
28th ..... Early Release – All Students/Last Day for Students
29th .....Teacher Work Day/No Students/ Inclement Weather Make-Up Day

June

19th ..... Student/Teacher Holiday/Juneteenth

July

6th-10th ..... District Office and Campuses Closed

KEY

- Teacher Work Day
- Professional Learning
- Teacher Planning
- First Day of Semester
- District Professional Learning Day
- Holiday
- [ ] Beginning/End of Nine Weeks
- { } Exams
- Early Release ES
- Early Release HS/MS
- Early Release HS/MS/ES
- Inclement Weather Make-up Day

This Calendar Reflects the Following	ES	MS	HS
Total Days of Instruction	171	171	171
Total Teacher Contract Days	187	187	187
Operational Minutes per Full Day	440	440	440
Operational Minutes per Early Release Days	240	270	245
Total Operational Minutes Pre-Waiver	74,440	74,560	74,460
Waiver Minutes for Professional Learning	2,100	2,100	2,100
Total Operational Min. w/ Approved Waivers	76,540	76,660	76,560
Bank of Operational Minutes	940	1,060	960

HB 2442 requires a minimum of 75,600 operational minutes with any applicable waivers and at least a minimum bank of 840 operational minutes. The bank of operational minutes can be used in the event of bad weather and other issues of health and safety. FBISD reserves the right to revise the calendar, pending Board approval, to meet the minimum required operational minutes each year.

August 2025

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	[12]	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	[10]	11
12	13	14	15	16	17	18
19	20	[21]	22	23	24	25
26	27	28	29	30	31	

November 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	{16}	{17}	{18}	{[19]}	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	[8]	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	[13]	14
15	16	17	18	19	20	21
22	[23]	24	25	26	27	28
29	30	31				

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	{22}	23
24	25	{26}	{27}	{[28]}	29	30
31						

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1st Semester Grading Period		81 Days
1st Nine Weeks	8/12 - 10/10	42
2nd Nine Weeks	10/21 - 12/19	39

2nd Semester Grading Period		90 Days
3rd Nine Weeks	1/8 - 3/13	43
4th Nine Weeks	3/23 - 5/28	47

Cultural and religious observances of families in FBISD can be accessed on the Diversity Calendar at www.fortbendisd.com/diversity.

Board Approved XX/XX/XX

Propuesto

FBISD 2025 - 2026 Calendario Escolar

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Agosto

31 De Julio-1 de Ago . . Días de capacitación profesional del Distrito/ No hay clases
4 . . . . . Día de preparación para maestros/No hay clases
5-8 . . . . . Días de capacitación profesional/No hay clases
11 . . . . . Día de planificación para maestros/No hay clases
12 . . . . . Primer día de clases del 1er semestre

Septiembre

1 . . . . . Feriado para estudiantes/maestros/Día del Trabajo
25 . . . . . Salida temprano para Escuelas Primarias
26 . . . . . Día de capacitación profesional/No hay clases

Octubre

13-17 . . . . . Feriado para estudiantes/maestros
20 . . . . . Día de planificación para maestros/No hay clases

Noviembre

24-28 . . . . . Feriado para estudiantes/maestros

Diciembre

18 . . . . . Salida temprano para Escuelas Intermedias (6-8)/ Escuelas Secundarias (9-12)
19 . . . . . Salida temprano para todos los estudiantes
22-31 . . . . . Feriado para estudiantes/maestros/ Receso de Invierno

Enero

1-2 . . . . . Feriado para estudiantes/maestros/Año Nuevo
5 . . . . . Día de capacitación profesional/No hay clases
6 . . . . . Día de planificación para maestros/No hay clases
7 . . . . . Primer día de clases del 2º semestre
19 . . . . . Feriado para estudiantes / Día de Martin Luther King Jr.

Febrero

12 . . . . . Salida temprano para Escuelas Primarias
13 . . . . . Día de capacitación profesional/No hay clases
16 . . . . . Feriado para estudiantes/maestros/ Día de recuperación por mal tiempo

Marzo

6 . . . . . Día de planificación para maestros/No hay clases
16-20 . . . . . Feriado para estudiantes/maestros

Abril

3 . . . . . Feriado para estudiantes/maestros

Mayo

25 . . . . . Feriado para estudiantes/maestros/ Día de los Caídos
27 . . . . . Salida temprano para Escuelas Intermedias (6-8)/ Escuelas Secundarias (9-12)
28 . . . . . Salida temprano para todos los estudiantes / Ultimo día para los estudiantes
29 . . . . . Día de preparación para maestros/No hay clases/ Día de recuperación por mal tiempo

Junio

19 . . . . . Feriado para estudiantes/maestros/Juneteenth

Julio

6-10 . . . . . Oficinas del Distrito y escuelas cerradas

KEY

- Día de preparacion para maestros
- Día de capacitacion profesional
- Día de planificación para maestros
- Primer día de clases del semestre
- Día de capacitacion profesional del Distrito
- Feriado para estudiantes/ maestros
- [ ] Principio/final de nueve semanas
- { } Exámenes
- Salida temprano para Escuelas Primarias
- Salida temprano para Escuelas Intermedias(6-8)/ Escuelas Secundarias (9-12)
- Salida temprano para todos los estudiantes
- Día de recuperacion por mal tiempo

Este calendario refleja lo siguiente:	Prim.	Int.	Sec.
Total de días de clases	171	171	171
Total de días trabajo para maestros	187	187	187
Minutos de Servicio por día completo	440	440	440
Minutos de servicio en días de salida temprano	240	270	245
Minutos de servicio sin contar capacitación	74,440	74,560	74,460
Minutos autorizados para capacitación profesional	2,100	2,100	2,100
Minutos de servicio contando capacitación profesional	76,540	76,660	76,560
Reserva de minutos de servicio	940	1,060	960

La ley HB 2442 exige un mínimo de 75,600 minutos de servicio sin contar cualquier permiso vigente y una reserva mínima de 840 minutos de servicio. La reserva puede utilizarse en caso de cancelaciones por mal tiempo o en otros casos por salud y seguridad. FBISD se reserva el derecho a revisar el calendario, sujeto a aprobación del Consejo Directivo para cumplir con el mínimo de minutos de servicio.

Agosto 2025

Do	Lu	Ma	Mi	Ju	Vi	Sa
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	[12]	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Septiembre 2025

Do	Lu	Ma	Mi	Ju	Vi	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Octubre 2025

Do	Lu	Ma	Mi	Ju	Vi	Sa
			1	2	3	4
5	6	7	8	9	[10]	11
12	13	14	15	16	17	18
19	20	[21]	22	23	24	25
26	27	28	29	30	31	

Noviembre 2025

Do	Lu	Ma	Mi	Ju	Vi	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Diciembre 2025

Do	Lu	Ma	Mi	Ju	Vi	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	{16}	{17}	{18}	{[19]}	20
21	22	23	24	25	26	27
28	29	30	31			

Enero 2026

Do	Lu	Ma	Mi	Ju	Vi	Sa
				1	2	3
4	5	6	7	[8]	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Febrero 2026

Do	Lu	Ma	Mi	Ju	Vi	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Marzo 2026

Do	Lu	Ma	Mi	Ju	Vi	Sa
1	2	3	4	5	6	7
8	9	10	11	12	[13]	14
15	16	17	18	19	20	21
22	[23]	24	25	26	27	28
29	30	31				

Abril 2026

Do	Lu	Ma	Mi	Ju	Vi	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Mayo 2026

Do	Lu	Ma	Mi	Ju	Vi	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	{22}	23
24	25	{26}	{27}	{[28]}	29	30
31						

Junio 2026

Do	Lu	Ma	Mi	Ju	Vi	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Julio 2026

Do	Lu	Ma	Mi	Ju	Vi	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1er Semestre de Calificaciones		81 Días
1a Nueve Semanas	12/8-10/10	42
2ª Nueve Semanas	21/10-19/12	39

2do Semestre de Calificaciones		90 Días
3a Nueve Semanas	8/1-13/3	43
4a Nueve Semanas	23/3-28/5	47

Se puede consultar las prácticas religiosas y culturales de las familias de FBISD en el Calendario de Diversidad en la página web del Distrito Escolar de Fort Bend www.fortbendisd.com/diversity.

Aprobado por el Consejo Directivo XX/XX/XX

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval:
Board of Trustees Meeting Minutes
References: Board Policy BE (Local)
Department: Legal Services

Recommendation

Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates:

- October 28, 2024 - Special Called Meeting – Teambuilding
- November 4, 2024 - Called Meeting and Agenda Review
- November 18, 2024 - Public Hearing – FIRST Rating
- November 18, 2024 - Regular Business Meeting

Summary

Board Policy BE (Local) states, “Board action shall be carefully recorded by the Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the President and the Secretary of the Board.” Following this policy, the Administration submits the meeting minutes for the Board’s approval.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Chris Gilber
Interim General Counsel

Minutes

Fort Bend ISD Board of Trustees

Special Called Meeting - Teambuilding

October 28, 2024

A Board of Trustees Special Called Meeting was held on Monday, October 28, 2024, beginning at 6:06 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at https://www.fortbendisd.com/boardmeetinglivestream. The meeting was recorded as required by law, and the recording is available to the public at:

https://fortbendisd.new.swagit.com/videos/318881.

A quorum of the Board of Trustees attended in-person at this location. The agenda packet for the meeting can be found here:

https://meetings.boardbook.org/Public/Agenda/649?meeting=660518.

Presiding Officer……Mrs. Kristin K. Tassin, President

Board Members Present
Mr. Rick Garcia, Vice President
Mrs. Angie Hanan
Dr. Shirley Rose-Gilliam

School Officials Present
Dr. Marc Smith, Superintendent of Schools
Beth Martinez, Deputy Superintendent Chief of Staff
Kathleen Brown, Deputy Superintendent of Operations
Dr. Jaretha Jordan, Deputy Superintendent of Teaching and Learning
Chassidy Olainu-Alade, Interim Chief Communications Officer
Dr. Adam Stephens, Chief Academic Officer
Glenda Johnson, Chief Human Resources Officer
Long Pham, Chief Information Officer
David Rider, Chief of Police
Dr. Andria Schur, Chief of Schools
Dr. Damian Viltz, Chief Operations Officer
Coby Wilbanks, General Counsel

Amanda Bubela, Recording Secretary (virtual)

1. Meeting Called to Order

President Tassin called the meeting to order at 6:06 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Public Comment

There were no public comments.

3. Teambuilding

4. – 5. Convene in Closed Session, Reconvene in Open Session

The Board did not convene in Closed Session.

5. Adjournment

Having no further business before the Board, MOTION by Mrs. Hanan to adjourn the meeting at 8:41 p.m.

Kristin K. Tassin, President	David Hamilton, Secretary

Minutes

Fort Bend ISD Board of Trustees

Called Meeting and Agenda Review
November 4, 2024

A Board of Trustees Called Meeting and Agenda Review was held on Monday, November 4, 2024 beginning at 6:02 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at https://www.fortbendisd.com/boardmeetinglivestream.

The meeting was recorded as required by law, and the recording is available to the public at: https://fortbendisd.new.swagit.com/videos/319214.

The agenda packet for the meeting can be found here: https://meetings.boardbook.org/Public/Agenda/649?meeting=657635.

Presiding Officer……..……Mr. Rick Garcia, Vice President

Board Members Present
Mrs. Kristin K. Tassin, President (participated virtually)
Mr. David Hamilton, Secretary
Mrs. Angie Hanan
Mr. Adam Schoof (joined in progress)
Dr. Shirley Rose-Gilliam
Ms. Sonya Jones (joined in progress)

School Officials Present

Dr. Marc Smith, Superintendent of Schools
Beth Martinez, Deputy Superintendent Chief of Staff
Kathleen Brown, Deputy Superintendent of Operations
Dr. Jaretha Jordan, Deputy Superintendent of Teaching and Learning
Chassidy Olainu-Alade, Interim Chief Communications Officer
Bryan Guinn, Chief Financial Officer
Dr. Adam Stephens, Chief Academic Officer
Glenda Johnson, Chief Human Resources Officer
David Rider, Chief of Police
Dr. Damian Viltz, Chief Operations Officer
Coby Wilbanks, General Counsel

Amanda Bubela, Recording Secretary (virtual)

Others Present
Jonathan Brush, Board Counsel
FBISD Staff and Employees

1. – 2. Meeting Called to Order and Pledges of Allegiance

Vice President Garcia called the meeting to order at 6:02 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law. Mr. Garcia asked everyone to stand for the Pledges of Allegiance, led by Mr. Hamilton. Following the pledges, everyone was asked to remain standing for a moment of silence.

3. Board Committee Updates

A. TASB Director
B. TASB Leadership Class

4. Information

A. Annual Comprehensive Financial Report
B. Emergency Procurement Update on Hurricane Beryl
C. 2023 Bond Overview

5. Public Comment

- Thanoj Kumar Pedda Venkatappa, concerning the elimination of Elementary 55 and the decision's impact on families and students.

- Tim Jones, concerning the elimination of Elementary 55, and asking the Board to consider adding the school to an upcoming bond.

- Tricia Mehailovic, concerning the elimination of Elementary 55 and the district's long-term plan to address capacity at other campuses nearby.

- Mandy Bui, concerning the elimination of Elementary 55 and overcrowding at nearby schools, and asking the Board to prioritize long-term planning and engage with the community.

- Jenny Le, concerning the elimination of Elementary 55 and in support of a future bond to fund the school, and asking the Board to engage with the community to address solutions in the short-term.

- Elisa Hrachovina, concerning the elimination of Elementary 55 and with questions about the decision-making process.

- Lee Edwards, concerning the elimination of Elementary 55 and the lack of viable long-term alternatives to address capacity concerns.

- Elizabeth Arceneaux, concerning the elimination of Elementary 55 and the impacts on students, safety and attendance, and asking the board to reevaluate the decision.

- Nabiah Khan, concerning the elimination of Elementary 55 and the lack of public consultation in the decision making.

- Nicholas Bangia, concerning the elimination of Elementary 55 and encouraging the Board to keep communities together rather than splitting students across multiple schools in the same area.

- Nicole Juracek, concerning the elimination of Elementary 55 and large class sizes at Neill Elementary, and asking the Board to address the overutilization of Neill Elementary and future growth in the area.

6. Closed Session

The Board convened in closed session at 7:18 p.m. 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.

7. Reconvene in Open Session

The Trustees reconvened in open session at 8:07 p.m.

8. Consider Action on Closed Session Items

There were no action items following closed session.

9. Discussion

A. Future Bond Hightower High School Fine Arts
B. Future Bond Natatorium Project
C. Future Bond Elementary School 55

10. Review

A. **Annual Comprehensive Financial Report (ACFR):** Consideration and approval of the Annual Comprehensive Financial Report for fiscal year ending June 30, 2024.

B. **Budget Amendment:** Consideration and approval of a General Fund budget amendment for 2024-25.

C. **Delegation of Authority:** Consideration and approval of a delegation of authority to the Superintendent for negotiation and execution of required electricity supply contracts.

D. **2024-25 Fort Bend Central Appraisal District:** Consideration and approval of a resolution casting the District's vote entitlement of 1,200 votes among candidates nominated to serve on the Board of Directors of the Fort Bend Central Appraisal District.

E. **Board of Trustees Meeting Minutes:** Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearing on the following dates:

1. September 9, 2024 - Called Meeting and Agenda Review
2. September 16, 2024 - Special Called Meeting
3. September 23, 2024 - Regular Business Meeting

F. **2023 Bond Contingency:** Consideration and approval for the use of 2023 Bond Contingency as proposed by Administration.

G. **Water Meter Easement with City of Houston Mission Bend Elementary School (BP002):** Consideration and approval of one Water Meter Easement with the Utility District No. 1 at Mission Bend Elementary School, and authorization for the FBISD Board President to negotiate and execute this easement.

H. **Review of proposed expenses that exceed $50,000: Specifically for:**

1. **Vendor Management System (COOP):** Consideration and approval for the purchase of a vendor management system through the E&I cooperative contract with Payment Works, Inc. for an amount not to exceed $350,000 and authorization for the Superintendent to negotiate and execute the agreement through November 30, 2029.

2. **Alternative Student Transportation (COOP):** Consideration and approval for the purchase of alternative student transportation services through the Sourcewell and Omnia Partners cooperative contracts for an amount not to exceed $3,537,321 and authorization for the Superintendent to negotiate and execute the agreements through November 2029.

3. **Athletic Renovations:** Consideration and approval of a Construction Services Agreement with Crain Group for Athletic Renovations (BP011) for a not-to-exceed amount of $8,377,500 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

4. **Construction Manager at Risk Guaranteed Maximum Price Phase #2 for the Rebuild of Clements HS:** Consideration and approval of a Guaranteed Maximum Price (GMP) Phase #2 for the remainder of construction of Clements High School Rebuild (BP003), for a not-to-exceed amount of $202,874,905 and authorization for the Superintendent to execute the GMP Phase #2.

5. **Construction Services Agreement for Interior Renovations (BP020):** Consideration and approval of a Construction Services Agreement with Crain Group Interior Renovations (BP020) for a stipulated lump sum amount of $9,454,000 and authorization for the Superintendent to negotiate and execute of terminate the agreement.

6. **Fleet Maintenance/Repair Services and Vehicle Replacements (COOP):** Consideration and approval for the purchase of fleet maintenance and repair services and vehicle replacements through multiple cooperative contracts for an amount not-to-exceed $1,935,890 and authorization for the Superintendent to negotiate and execute the agreements through November 2029.

7. **HR Consulting Services (COOP):** Consideration and approval for the purchase of

consulting services with a service agreement with the Texas Association of School Boards (TASB) for a comprehensive review of the District's pay systems and extracurricular duty assignments for an amount not to exceed $100,000 and authorization for the Superintendent to negotiate and execute the agreements through June 2026.

8. **Long Range Planning Services:** Consideration and approval of Long-Range Boundary Planning Services from Zonda Education under a cooperative contract with the Interlocal Purchasing System (TIPS) for an amount not-to-exceed $350,000 and authorization for the Superintendent to negotiate and execute the agreement through November 2029.

9. **TASA Audits for Curriculum and Literacy:** Consideration and approval to contract with the Texas Association of School Administrators (TASA) to conduct audits for Curriculum and Literacy.

11. Adjournment

Having no further business before the Board, MOTION was made by Mr. Hamilton to adjourn the meeting at 10:43 p.m.

Kristin K. Tassin, President | David Hamilton, Secretary

Minutes
Fort Bend ISD Board of Trustees
Public Hearing – FIRST Rating
November 18, 2024

A Board of Trustees Public Hearing was held on Monday, November 18, 2024, beginning at 5:30 p.m. in the Board Room of the Fort Bend ISD Administration Building, 16431 Lexington Blvd., Sugar Land, TX 77479. The Live Stream of the meeting was available at https://www.fortbendisd.com/boardmeetinglivestream.

The hearing was recorded as required by law, and the recording is available to the public at: https://fortbendisd.new.swagit.com/videos/320560.

The agenda packet for the hearing can be found here: https://meetings.boardbook.org/Public/Agenda/649?meeting=658541.

Presiding Officer……Mrs. Kristin K. Tassin, President

Board Members Present
Mr. Rick Garcia, Vice President
Mr. David Hamilton, Secretary (joined in progress)
Mrs. Angie Hanan
Dr. Shirley Rose-Gilliam

School Officials Present
Dr. Marc Smith, Superintendent of Schools
Beth Martinez, Deputy Superintendent Chief of Staff
Dr. Jaretha Jordan, Deputy Superintendent of Teaching and Learning
Chassidy Olainu-Alade, Interim Chief Communications Officer
Bryan Guinn, Chief Financial Officer
Dr. Adam Stephens, Chief Academic Officer
Glenda Johnson, Chief Human Resources Officer
Long Pham, Chief Information Officer
David Rider, Chief of Police
Dr. Andria Schur, Chief of Schools
Dr. Damian Viltz, Chief Operations Officer
Coby Wilbanks, General Counsel

Amanda Bubela, Recording Secretary (virtual)

1. Call to Order

President Tassin called the meeting to order at 5:30 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Information

A. 2023-24 FIRST Rating

3. Public Comment

There were no public comments.

4. Adjournment

Having no further business before the Board, MOTION was made by Mr. Garcia to adjourn the meeting at 5:46 p.m.

Kristin K. Tassin, President | David Hamilton, Secretary

Minutes

Fort Bend ISD Board of Trustees

Regular Business Meeting
November 18, 2024

A Board of Trustees Regular Business Meeting was held on Monday, November 18, 2024 beginning at 6:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at https://www.fortbendisd.com/boardmeetinglivestream.The meeting was recorded as required by law, and the recording is available to the public at:

https://fortbendisd.new.swagit.com/videos/320584.

The agenda packet for the meeting can be found here:
https://meetings.boardbook.org/Public/Agenda/649?meeting=657636.

Presiding Officer……..……Mrs. Kristin K. Tassin, President

Board Members Present
Mr. Rick Garcia, Vice President
Mr. David Hamilton, Secretary
Mrs. Angie Hanan
Mr. Adam Schoof (joined in progress)
Dr. Shirley Rose-Gilliam (joined in progress)
Ms. Sonya Jones

School Officials Present

Dr. Marc Smith, Superintendent of Schools
Beth Martinez, Deputy Superintendent Chief of Staff
Dr. Jaretha Jordan, Deputy Superintendent of Teaching and Learning
Chassidy Olainu-Alade, Interim Chief Communications Officer
Bryan Guinn, Chief Financial Officer
Dr. Adam Stephens, Chief Academic Officer
Glenda Johnson, Chief Human Resources Officer
Long Pham, Chief Information Officer
David Rider, Chief of Police
Dr. Andria Schur, Chief of Schools
Dr. Damian Viltz, Chief Operations Officer
Coby Wilbanks, General Counsel

Amanda Bubela, Recording Secretary (virtual)

Others Present
Jonathan Brush, Board Counsel
FBISD Staff and Employees

1.- 3. Meeting Called to Order, National Anthem, Moment of Silence

President Tassin called the meeting to order at 6:00 p.m. announcing the presence of a quorum, that the meeting had been duly called and the notice posted for the time and matter required by law. Mrs. Tassin asked everyone to to stand for the National Anthem, performed by the Austin High School orchestra. Following the performance, everyone was asked to remain standing for a moment of silence.

4. Recognitions

The Board recognized several students and campuses including:

Members of the Austin High School orchestra ensemble who performed the National Anthem

- Victor Bao
- Lucia Chang
- Sai Koka
- Jayden Hiew
- Matthew Madonia, Director

The Fort Settlement Middle School Chamber Orchestra and the Clements High School Chamber Strings, which were selected to perform at the National 2024 Midwest Clinic conference.

Representing Fort Settlement Middle School:

- Angela Peugnet and Elizabeth Spencer, directors
- Alvin Zhou, student orchestra president

Representing Clements High School:

- Neil Springer, director
- Natalia Camelo and Evangeline Su, student leaders

5. Superintendent Update

6. Board Activity Report

7. Public Comment

- Augustin Villarreal, Kempner High School graduate, regarding post-secondary opportunities for people with special needs and his experience with E4Texas, and asking for support of these programs.
- Al Bacon, director of education and outreach services for the Parris Foundation, expressing appreciation of the opportunity to partner with FBISD to support students at Dulles, Hightower, Marshall, and Willowridge high schools.
- Elisa Hrachovina, FBISD parent, regarding the proposed long-range boundary planning services contract and asking that the Board engage with the community and do its due diligence as it considers boundary planning.
- Mandy Bui, regarding boundary planning services and overcrowding at Neill Elementary, and asking that district decisions balance data with meaningful community input.

8. Information

A. Intruder Detection Report
B. Student Achievement: 2024-25 BoY Data

9. Action

A. Naming of Consolidated Campuses: Consideration and approval of school naming for the consolidated campuses of Blue Ridge/Briargate and Mission Bend/Mission Glen Elementary Schools and the conversion of Ferndell Henry Center from Learning to Ferndell Henry Elementary School.

MOTION by Mr. Garcia and **SECONDED by Dr. Gilliam** that the Board approve Action 9A – Naming of Consolidated Campuses, consideration approval of school naming for consolidated campuses for Blue Ridge/Briargate and Mission Bend/Mission Glen Elementary Schools and the conversion of Ferndell Henry Center from Learning to Ferndell Henry Elementary School.
Following discussion, **MOTION CARRIES**, 7-0.
Yea: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

B. 2023 Bond Natatorium Recommendation: Consideration and approval to move forward with planning to build a second aquatic practice facility with 2023 Bond proceeds.

MOTION by Mr. Garcia and **SECONDED by Mrs. Hanan** that the Board approve Item 9B – 2023 Bond Natatorium Recommendation, consideration and approval to move forward with planning to build a second aquatic practice facility with 2023 Bond proceeds.

During discussion, **MOTION to TABLE** this item until next month by **Ms. Jones** and **SECONDED by Mr. Schoof**.

Following further discussion, and with no opposition from the Board, **MOTION to TABLE and SECOND WITHDRAWN**.

Following discussion, **ORIGINAL MOTION CARRIES**, 7-0.
Yea: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

10. Consent Agenda

During discussion, the board president requested that Item 10-H-8 be pulled from the consent agenda.

MOTION by Mr. Garcia and **SECONDED by Mrs. Hanan** that the Board approve the Consent Agenda items, all items except 10-H-8, as presented.
MOTION CARRIES, 7-0.
Yea: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

A. **Annual Comprehensive Financial Report (ACFR):** Consideration and approval of the Annual Comprehensive Financial Report for fiscal year ending June 30, 2024.

B. **Budget Amendment:** Consideration and approval of a General Fund budget amendment for 2024-25.

C. **Delegation of Authority:** Consideration and approval of a delegation of authority to the Superintendent for negotiation and execution of required electricity supply contracts.

D. **2024-25 Fort Bend Central Appraisal District:** Consideration and approval of a resolution casting the District's vote entitlement of 1,200 votes among candidates nominated to serve on the Board of Directors of the Fort Bend Central Appraisal District.

E. **Board of Trustees Meeting Minutes:** Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearing on the following dates:

1. September 9, 2024 - Called Meeting and Agenda Review
2. September 16, 2024 - Special Called Meeting
3. September 23, 2024 - Regular Business Meeting

F. **2023 Bond Contingency:** Consideration and approval for the use of 2023 Bond Contingency as proposed by Administration.

G. **Water Meter Easement with City of Houston Mission Bend Elementary School (BP002):** Consideration and approval of one Water Meter Easement with the Utility District No. 1 at Mission Bend Elementary School, and authorization for the FBISD Board President to negotiate and execute this easement.

H. **Consideration and approval of proposed expenses that exceed $50,000: Specifically for:**

1. **Vendor Management System (COOP):** Consideration and approval for the purchase of a vendor management system through the E&I cooperative contract with Payment Works, Inc. for an amount not to exceed $350,000 and authorization for the Superintendent to negotiate and execute the agreement through November 30, 2029.

2. **Alternative Student Transportation (COOP):** Consideration and approval for the purchase of alternative student transportation services through the Sourcewell and Omnia Partners cooperative contracts for an amount not to exceed $3,537,321 and authorization for the Superintendent to negotiate and execute the agreements through November 2029.

3. **Athletic Renovations:** Consideration and approval of a Construction Services Agreement with Crain Group for Athletic Renovations (BP011) for a not-to-exceed amount of $8,377,500 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

4. **Construction Manager at Risk Guaranteed Maximum Price Phase #2 for the Rebuild of Clements HS:** Consideration and approval of a Guaranteed Maximum Price (GMP) Phast #2 for the remainder of construction of Clements High School Rebuild (BP003), for a not-to-exceed amount of $202,874,905 and authorization for the Superintendent to execute the GMP Phase #2.

5. **Construction Services Agreement for Interior Renovations (BP020):** Consideration and approval of a Construction Services Agreement with Crain Group Interior Renocations (BP020) for a stipulated lump sum amount of $9,454,000 and authorization for the Superintendent to negotiate and execute of terminate the agreement.

6. **Fleet Maintenance/Repair Services and Vehicle Replacements (COOP):** Consideration and approval for the purchase of fleet maintenance and repair services and vehicle replacements through multiple cooperative contracts for an amount not-to-exceed $1,935,890 and authorization for the Superintendent to negotiate and execute the agreements through November 2029.

7. **HR Consulting Services (COOP):** Consideration and approval for the purchase of consulting services with a service agreement with the Texas Association of School Boards (TASB) for a comprehensive review of the District's pay systems and extracurricular duty assignments for an amount not to exceed $100,000 and authorization for the Superintendent to negotiate and execute the agreements through June 2026.

9. **TASA Audits for Curriculum and Literacy:** Consideration and approval to contract with the Texas Association of School Administrators (TASA) to conduct audits for Curriculum and Literacy.

Action on Items Removed from the Consent Agenda

10-H-8: Long Range Planning Services: Consideration and approval of Long-Range Boundary Planning Services from Zonda Education under a cooperative contract with the Interlocal Purchasing System (TIPS) for an amount not-to-exceed $350,000 and authorization for the Superintendent to negotiate and execute the agreement through November 2029.

MOTION by Mr. Garcia and **SECONDED by Ms. Jones** that the Board approve Item 10-H-8 -- Long Range Planning Services, as presented.

Following discussion, **MOTION CARRIES**, 7-0.
Yea: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

11. Convene in Closed Session

The Board convened in closed session at 8:21 p.m. 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, Section551.074 - 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.

12. Reconvene in Open Session

The Trustees reconvened in open session at 9:09 p.m.

13. Consider Action on Closed Session Items

There were no action items following closed session.

14. Adjournment

Having no further business before the Board, MOTION was made by Mrs. Hanan to adjourn the meeting at 9:09 p.m.

Kristin K. Tassin, President | David Hamilton, Secretary

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval: Deletion, Adoption and Revision of Policies FNCE (Local), CPC (Local), CQB (Local), BBD (Local), BBFA (Local), CKC (Local), CKE/CKEA (Local), DCE (Local), and DGBA (Local)
References: Board Policy BF (Local)
Department: Legal Services

Recommendation

Consideration and approval of proposed deletion, adoption, and revision of local policies: FNCE (Local), CPC (Local), CQB (Local), BBD (Local), BBFA (Local), CKC (Local), CKE/CKEA (Local), DCE (Local), and DGBA (Local).

Summary

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

- FNCE Student Conduct: Personal Telecommunications/Electronic Devices
  - Consideration of revisions regarding student cell-phone use.
- CPC Office Management: Records Management
  - Recent updates by the Texas State Library and Archives Commission (TSLAC) to Bulletin B: Electronic Records Standards and Procedures prompted recommended revisions to this local policy on records management. The new rules add local policy requirements for district management of electronic records. To meet these requirements, new policy provisions delegate to the records management officer the responsibility to develop procedures for the management of electronic records that comply with the district's records control schedules and meet minimum components required by law.
- CQB Technology Resources: Cybersecurity
  - Based on the new notification requirements imposed by SB 271, the security breach notification provisions have been revised to include security incidents.
- BBD Board Members: Training and Orientation
  - HB 3033 authorizes the attorney general to require trustees to complete training on the Public Information Act if the attorney general finds that there has been a violation of the Act. Language has been added to address the possibility of additional training that may be required.
- BBFA Ethics: Conflict of Interest Disclosure

    - Language is recommended to clarify that a trustee's ethical duty to disclose a financial or other personal interest in board transactions goes beyond the statutory conflicts of interest set out in state and federal law. The added language serves to demonstrate a commitment to avoid undue influence, increase transparency, and avoid the appearance of impropriety in public dealings.
- CKC Safety Program/Risk Management: Emergency Plans
    - A section on Notice Regarding Violent Activity is recommended to comply with legal requirements. Administrative procedures must be created to align with TEA's model standards.
- CKE/CKEA Safety Program/Risk Management: Security Personnel
    - To address in one policy all security arrangements a district may have implemented, we have added CKE(LOCAL) and moved the relevant provisions from CKEA(LOCAL) to this code. Significant revisions are recommended to the CKE policy series to promote compliance and clarification with HB 3 and other legal requirements. Regarding the provisions addressing district police officers, as Education Code 37.081 covers both police authority and duties, the margin note has been edited to clarify the scope of the policy language. The section on temporary assignments has been incorporated into Limitations on Nonschool Employment to account for possible off-duty officer use by both the district and other agencies. A section on Interlocal Agreement has been added to note that district police officers will function within the scope of the agreement. No other changes have been made to the locally developed provisions on the district’s police department. Based on the district’s security survey responses, we have added text to address the use of contracted security officers providing security services for the district.
- DCE Employment Practices: Other Types of Contracts
    - Revisions at Termination During Contract Term are recommended to specify that an employee may request a hearing before the board to appeal discharge during the contract period and to differentiate between terminations during and at the end of the contract term.
- DGBA Personnel-Management Relations: Employee Complaints/Grievances
    - Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes. Also, to accommodate planned restructuring of policy DIA, we have revised the references to that code in this policy to reflect the DIA series. No other changes have been made to this policy.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

Note: For searches of personal telecommunications devices or other personal electronic devices, see FNF.

PERSONAL USE

TELECOMMUNICATIONS DEVICES

~~ELEMENTARY~~

Elementary students in Pre-K, K, and 1st grade shall not possess a personal telecommunication device during the instructional day, while riding to/from school on District transportation, during tutorials or detention, or while participating in a school-sponsored extracurricular activity on or off school property.

~~Elementary students in grades 2-5 may possess personal telecommunication devices; however, these devices are only to be used for instructional purposes under the direction of a teacher. These devices should be turned off and not visible at all other times during the school day on school property.~~

~~SECONDARY~~

~~Secondary s~~Students in grades ~~2~~6-12 may possess personal telecommunication devices; however, cell phone devices, smart watches, and sound transmission devices such as earbuds, headphones, speakers must remain off and usage is prohibited during instructional hours (to include extended day, tutorials, etc.) Personal ~~D~~devices may be used in accordance with campus and district rules only at times specifically authorized by a campus, including before school, after school, transition periods, and during lunch periods. ~~.~~ Or as outlined by the student code of conduct.

CONFISCATION

An authorized District employee may confiscate a personal telecommunications device, including a mobile telephone, used in violation of applicable District and campus rules.

~~A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.~~

Confiscated telecommunications devices may be released to the student at the end of the class period or instructional day as determined by the campus. No fee will be charged to retrieve a confiscated telecommunications device.

If a personal telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.

OTHER ELECTRONIC DEVICES

~~Student use of earbuds or headphones are prohibited during instructional hours, including transition periods.~~Any student who uses a personal telecommunication device to engage in academic dishonesty or transmission of communication engaging in or promoting bullying, threats, or inappropriate images, etc. shall

receive disciplinary action as outlined in the Student Code of Conduct.

Guidelines regarding other personal electronic devices shall be addressed in the student handbook.

INSTRUCTIONAL AND/OR MEDICAL USE

A student shall obtain prior approval, as directed in the student handbook, before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. A student shall submit medical documentation from a physician for medical use. [See CQ]

Philosophy

The Board believes District records should be efficiently maintained to ensure continuity, transparency, compliance with law, and maintenance of the public trust.

Local Government Records Act and Associated Codes

The term "local government record" shall pertain to all items identified as such by the Local Government Records Act [see CPC(LEGAL)].

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records administrator~~Administrator~~, as prescribed by Local Government Code 176.001 and 176.0065.~~007~~ [See BBFA ~~and CHE~~]
- Officer for public information~~Public Information~~, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public information coordinator~~Information Coordinator~~, as prescribed by Government Code 552.012. [See BBD]

Records Management Officer

The General Counsel shall serve as and perform the duties of the District's records management officer as prescribed by Local Government Code 203.023~~,~~ and shall administer the District's records management program pertaining to local government records in compliance with the Local Government Records Act. [See CQ(LOCAL)]

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District's records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and

4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

Security of Records

The District shall secure all records and limit access to personnel identified in administrative procedures. Records identified as public information shall be made available as required by law. [See GB(LEGAL)]. All records maintained by the District in electronic format shall conform to the requirements of the District's cybersecurity plan. [See CQB (LOCAL)].

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

Records Destruction Practices

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

Procedures

The Superintendent shall establish administrative procedures that support and align with the District's records management program.

Philosophy

The Board believes that the District has the responsibility to protect student and staff data and all technology resources through implementation of a robust District cybersecurity plan that is supported by awareness efforts and training for students and staff.

Cybersecurity Plan

The District shall develop a Cybersecurity Plan including strategies to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents. The Plan shall also address the District's approach to assessing cybersecurity risk and relevant mitigation strategies.

The Superintendent shall establish administrative procedures that support the implementation of the District cybersecurity plan including, but not limited to:

- Awareness and training,
- Timetables for backups,
- Expectations for being a good steward of District data,
- Expectations for work and personal use of technology by employees,
- Digital citizenship and current cybersecurity for student use,
- Current cybersecurity awareness,
- Communication and alignment between departments on best practices,
- Robust systems to protect confidential information, and
- Ongoing training for employees and students.

Training

The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Limit or remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

The Superintendent shall report to the Board President any Board member who is noncompliant with cybersecurity training

requirements. The Superintendent, following consultation with the Board President, may limit or remove a Board member's access to the District's computer systems and databases for noncompliance with cybersecurity training requirements. [See BBD(LEGAL)].

Cybersecurity Coordinator

The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.

The coordinator shall address the District's breach, incident, threat, and attack protection plan with periodic security control assessments and drills including annual penetration and controls testing.

Security Breach Notifications

Upon discovering or receiving notification of a breach of system security or a security incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

- Written notice.
- Email, if the District has email addresses for the affected persons.
- Conspicuous posting on the District's websites.
- Publication through broadcast media.

The District shall disclose a breach or incident involving sensitive, protected or confidential student information as required by law.

Philosophy

The Board believes effective governance occurs with a high-functioning Board and a strong Team of Eight. The Board also believes the District achieves the highest levels of student achievement with a high-functioning Team of Eight. The basis for a high functioning team is building professional relationships and trust among the Trustees and Superintendent. Furthermore, when Board members clearly understands their role and responsibilities, they can execute their governance role and provide leadership in the District. Accordingly, participation in regular training, teambuilding, and training of others supports effective team development.

Pre-Election Candidate Orientation

The Superintendent or designee shall conduct a pre-election meeting with candidates 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)

Orientation Training for New Board Members

Upon election of new Board member(s), 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.

The orientation shall also provide familiarity with the responsibilities of each member of the District's Executive Leadership Team.

Ongoing Training for Board Members

Ongoing training for Board Members is important to the development of a high-functioning Board. Expectations for Board

Member training are included in the Board Operating Procedures and Exhibit B of this policy. Board Member training shall include regular team building for the Team of Eight.

To support Board Member learning about teaching and learning, as well as to demonstrate evidence of implementation of Board priorities, the Superintendent or designee shall provide opportunities for Board Members to visit schools at least once each semester. These visits shall be organized by staff and all Board Members are encouraged to attend at least one school visit each year. The Superintendent or designee shall also be encouraged to invite students and staff to Board meetings to discuss and demonstrate District initiatives.

Public Information Act Training

A Board member who receives written notice from the attorney general that the member must complete Public Information Act (PIA) training described by GBAA(LEGAL) following the District's failure to comply with a PIA requirement shall complete the training within the timelines described in law.

Record of Required Training

Annually, the Board President shall collect and publicly report a record of Board member training as required by Legal and Local policy. [see BBD(EXHIBIT)—B]

Annual Financial Management Report

Each Board member shall provide to the District, in a timely manner, the information necessary for the District to complete the annual financial management report required by 19 TAC 109.1002. [See CFA]

Additional Disclosure Requirements

~~Relationship to Vendors and Bidders~~

In addition to the ~~disclosure requirements set forth in Chapter 171 of the Local Government Code~~disclosures required by law [see BBFA(LEGAL)], each Board member shall be required to disclose in writing~~.~~ filed in writing with legal counsel and filed with the Board Secretary, any personal financial interest, any past or present business interest, or obligation or relationship ~~between the~~that in any way creates a potential conflict of interest with a vote on a pending matter.

A Board member ~~and any vendor or bidder, regardless of nature or amount, prior to any~~ shall not use coercive means or promise special treatment in order to influence Board ~~action taken on a procurement in which such vendor or bidder participates.~~or District decisions, nor use the member's position to seek personal advantage. [See also ~~CH(LOCAL), CV(LOCAL), DBD~~BBF(LOCAL)]

Philosophy

The Board believes that student and staff success is best achieved in a safe and secure learning and working environment, which includes clearly communicated plans that are regularly practiced and evaluated.

Emergency Operations Plan

The Emergency Operations Plan (EOP) follows a nationally recognized framework to address the mitigation, preparedness, response, and recovery for all-hazard both man-made and natural that the District may encounter. A component of the EOP shall include the Standard Response Protocol (SRP) when conducting safety drills regarding lockdown, lockout, evacuate and shelter in place scenarios.

When implemented with fidelity and reviewed annually, the EOP is intended to assist school administration in protecting lives and District property.

The Superintendent or designee shall establish:

- Objectives and priorities for emergency operations;
- Provide general guidance for emergency response and recovery operations;
- Provide ongoing staff training; and
- Maintain and update the District's Emergency Operations Plan at least every three years.

As required by law, the Emergency Operations Plan shall include the District's procedures addressing:

- Reasonable security measures when District property is used as a polling place;
- Substitute teachers access to campus buildings and materials necessary to carry out the duties of a District employee during an emergency or emergency drill;
- Legislatively required fire drills;
- Legislatively required District facility and campus safety audits;
- Response to a nearby train derailment, as applicable; and
- Response to an active shooter emergency.

The EOP may have addendums (also known as annexes) that address specific department actions in emergency events not otherwise identified in CKC (LEGAL). Such events may include hurricanes, floods and pandemic events.

Notice Regarding Violent Activity

The Superintendent shall develop procedures to notify parents regarding violent activity that has occurred or is being investigated at a campus or other District facility or at a District-sponsored activity.

In accordance with TEA model standards for parental notification, a notification will be issued for every incident that may pose a serious or continuing threat to the campus community. Incidents warranting district or campus-wide notifications should be based on the community needs.

Philosophy Regarding District Policing

The Board believes that student success is best achieved in a safe learning and working environment. Therefore, the Board authorizes the formation of a District police department and shall employ and commission police officers to ensure safety and security of students, employees, and visitors, and provide protection to District facilities and property.

District police officers are educators first as they have the opportunity to positively interact with students and staff on a daily basis. As educators, District police officers build relationships with students, contribute to a positive culture and climate, and provide information regarding available resources in order to foster community trust and collaboration in support of law enforcement efforts and actions.

Jurisdiction

The jurisdiction of police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Supervisory Authority

The Chief of Police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Police Authority

Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, District police officers shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.

2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.

3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.

4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the implementation of this policy as necessary.

5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.

6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.

7. Carry weapons as directed by the Chief of Police and approved by the Superintendent.

8. Carry out all other legal and ethical duties as directed by the Chief of Police or Superintendent.

District police officers shall not be assigned routine classroom discipline or administrative tasks.

Temporary Assignment

District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.

Limitations on Nonschool Employment

No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the Chief of Police or Superintendent.

Relationship with Agencies Having Overlapping Jurisdiction

The Superintendent shall be authorized to execute memoranda of agreement, memoranda of understanding, and other agreements with law enforcement agencies with which the District has overlapping jurisdiction for the provision of reasonable communication, joint training, and coordination of effort among the District's police department and those agencies, as well as other cooperative efforts deemed necessary and beneficial by the Superintendent. The Chief of Police and the Superintendent shall review memoranda of understanding at least once every three years.

The Superintendent or designee shall report all executed agreements to the Board on a quarterly basis.

General Orders Manual

To carry out the provisions in this policy, the police department shall compile and maintain a general orders manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The Chief of Police and the Superintendent shall review the general orders manual annually and make any appropriate revisions.

Training

All District officers shall receive at least the minimum amount of education and training required by law.

Video Monitoring

Police Car Cameras

If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.

Body-Worn Cameras	District officers shall use body-worn cameras only when performing official law enforcement duties to create a record of the interaction(s) and in accordance with the provisions of the District police department's body-worn camera procedures in the general orders manual. Officers shall receive training on the procedures, proper use, and operation of cameras. Any District employee who has access to data from body-worn cameras shall receive training on storage, retention, and release of recordings.
Access to Recordings	Any District police recording shall be considered a law enforcement record, shall remain in the custody of the Chief of Police, and shall be maintained as required by the general orders manual and law. A parent or student who wishes to view a video recording may request such access under the procedures set out by law. [See GBA(LEGAL)]
Racial Profiling	The Chief of Police shall develop and implement procedures to ensure compliance with state law regarding racial profiling. Police officers employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin. Police officers who make traffic stops shall issue a written warning or citation and provide the District's contact information to report a compliment or complaint.
Use of Force	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the general orders manual.
High-Speed Pursuit	Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the general orders manual.
Complaints	Complaints against a District police officer shall be in writing on a form provided by the District. [See CKE(EXHIBIT)] The form shall be completed by the person making the complaint and submitted to the Chief of Police. If the complaint is against the Chief of Police, the complaint shall be submitted to the Superintendent. In accordance with law, the District shall provide to the police officer a copy of the complaint. Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.

Philosophy Regarding District Policing

The Board believes that student success is best achieved in a safe learning and working environment. Therefore, the Board authorizes the formation of a District police department and shall employ and commission police officers to ensure safety and security of students, employees, and visitors, and provide protection to District facilities and property.

District police officers should have an educator's mindset as they have an opportunity to interact with students and staff daily. ~~District police officers are educators first as they have the opportunity to positively interact with students and staff on a daily basis.~~ With this mindset, ~~As educators,~~ District police officers build relationships with students, contribute to a positive culture and climate, and provide information regarding available resources in order to foster community trust and collaboration in support of law enforcement efforts and actions.

Jurisdiction

The jurisdiction of District police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Supervisory Authority

The Chief of Police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Police Authority and Duties

Each District police officer shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, each District police officer shall:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the implementation of this policy as necessary.

5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.

6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.

7. Carry weapons as directed by the Chief of Police and approved by the Superintendent.

8. Carry out all other legal and ethical duties as directed by the Chief of Police or Superintendent.

A District police officer shall not be assigned routine classroom discipline or administrative tasks.

Limitations on Nonschool Employment

No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the Chief of Police or Superintendent. Each District police officer shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while working off-duty or temporarily assigned to another agency.

Relationship with Agencies Having Overlapping Jurisdiction

The Superintendent shall be authorized to execute memoranda of agreement, memoranda of understanding, and other agreements with law enforcement agencies with which the District has overlapping jurisdiction for the provision of reasonable communication, joint training, and coordination of effort among the District's police department and those agencies, as well as other cooperative efforts deemed necessary and beneficial by the Superintendent. The Chief of Police and the Superintendent shall review memoranda of understanding and other agreements at least once every three years.

The Superintendent or designee shall report all executed memoranda of understanding to the Board on a quarterly basis.

Interlocal Agreement for Mutual Aid

While operating pursuant to an interlocal agreement for mutual aid or other support for another law enforcement agency, each District police officer shall perform the duties and have the authorities set out in the agreement, including enforcing all laws within the other agency's jurisdiction.

Training

Each District police officer shall receive at least the minimum amount of education and training required by law.

Video Monitoring

Police Car Cameras

If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.

Body-Worn Cameras

A District police officer shall use a body-worn camera only when performing official law enforcement duties for the District to create a record of the interaction(s) and in accordance with the provisions of the District police department's body-worn camera procedures in the general orders manual. Each District police officer shall receive training on the procedures, proper use, and operation of cameras. Any District employee who has access to data from body-worn cameras shall receive training on storage, retention, and release of recordings.

Access to Recordings

Any District police recording shall be considered a law enforcement record, shall remain in the custody of the Chief of Police, and shall be maintained as required by the general orders manual and law. A parent or student who wishes to view a video recording may request such access under the procedures set out by law. [See GBA(LEGAL)]

General Orders Manual

To carry out the provisions in this policy, the police department shall compile and maintain a general orders manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The Chief of Police and the Superintendent shall review the general orders manual annually and make any appropriate revisions.

Racial Profiling

The Chief of Police shall develop and implement procedures to ensure compliance with laws regarding racial profiling. A District police officer shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin. Police officers who make traffic stops shall issue a written warning or citation and provide the District's contact information to report a compliment or complaint.

Use of Force

The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the general orders manual.

High-Speed Pursuit

A District police officer shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the general orders manual.

Complaints

Complaints against a District police officer shall be in writing on a form provided by the District. [See CKE(EXHIBIT)] The form shall

be completed by the person making the complaint and submitted to the Chief of Police. If the complaint is against the Chief of Police, the complaint shall be submitted to the Superintendent. In accordance with law, the District shall provide to the police officer a copy of the complaint.

Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.

[See CKE(LEGAL) and CKEA(LEGAL)]

Contracted Security Officers

To assist with implementing the District's comprehensive safety programs, the District has entered into an agreement with a security services contractor for security officers in accordance with law. Contracted security officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

Jurisdiction

The jurisdiction of contracted security officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Authorization

Pursuant to its authority under state law, the Board may authorize contracted security officers to possess certain firearms in schools, at Board meetings, and at school-sponsored or school-related events on District property, to the extent allowed by law. Each contracted security officer shall have immunities as provided by law.

Each specifically authorized contracted security officer shall be approved by action of the Board. The Superintendent shall issue written authorization to each approved officer. The written authorization shall specify the District premises and other property where the contracted security officer is authorized to carry a firearm, as well as the means of carrying and storing the firearm.

Revocation

The Superintendent, as well as the Board, shall have the authority to revoke at any time a specific contracted security officer's authorization to possess a firearm on District property under this policy.

In addition, authorization for a specific contracted security officer to possess a firearm on District property under this policy shall be automatically revoked if the agreement with the security services contractor expires or is severed.

Duties

A contracted security officer shall not perform routine law enforcement duties unless the duty is performed in response to an

emergency that poses a threat of death or serious bodily injury to a student, employee, or other individual on a District campus.

In the scope of their services as contracted security personnel, each security officer shall:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Carry out all other duties in accordance with the agreement.

Training

The District shall ensure that each contracted security officer receives specialized training in crisis intervention, management of hostage situations, and other topics the Board may determine necessary or appropriate.

In addition, each contracted security officer shall receive training in the following:

1. Student mental health, including suicide awareness;
2. Trauma-informed care;
3. Age-appropriate responses;
4. Child abuse identification and reporting;
5. Bullying, cyberbullying, harassment, and dating violence;
6. Special accommodations for students with disabilities (including behavior de-escalation techniques);
7. Confidentiality; and
8. Board policies and District regulations.

Non-Chapter 21 Contracts

The District shall employ on non-Chapter 21 contracts, not to be governed by Chapter 21 of the Education Code, the following positions: level of director and above.

~~**Appeal of Employment Actions**~~

~~An~~Termination During Contract Term

In accordance with DCE(LEGAL), an employee may request a hearing before the Board to appeal discharge during the contract period ~~in accordance with DCE(LEGAL).~~.

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

Philosophy

The Board believes student success is best achieved in a well-functioning, positive, nurturing, and collaborative community. Therefore, the District shall provide an equitable process for addressing employee complaints that values employees, fosters positive resolution, and preserves relationships.

Guiding Principles

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Direct Communication with Board Members

Employees may communicate with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending grievance related to the employee. If an employee communicates with a Board member regarding an issue which is the subject of a pending grievance, the Board member may be precluded from participating in any decision if the matter is presented to the Board.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with the DIA series.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with the DIA series.
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with the DIA series.
4. Complaints concerning instructional materials shall be submitted in accordance with the EF series.

5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.

6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.

7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through the employee handbook, which is located on the District's website.

Formal Process

An employee may initiate the formal process described below by timely filing a written complaint form. [See DGBA(EXHIBIT)]

Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require an evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

The District prohibits unlawful retaliation against an employee for asserting a complaint under this policy.

Whistleblower Complaints

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]

Complaints against Supervisors

Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the human resources department by the close of business on the deadline. Filings submitted by electronic communication shall be

	timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the human resources department representative no more than three days after the deadline.
Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee's absence.
Response	At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
Days	"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
Representative	"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process. The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.
Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. When two or more complaints are sufficiently similar to permit their resolution through one proceeding, the District may, at its discretion, consolidate the complaints.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents at the time the complaint form is filed, they may be presented at the Level One conference. After the Level One conference, no new documents or other evidence may be submitted by the employee unless the employee did not know the documents or other evidence existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

Complaint forms must be filed with the director of talent experience within ten days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

The director of talent experience shall note the date and time the complaint form was received and immediately forward the complaint form to the administrator who will hear the complaint at Level One. If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

The assigned administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The Level One administrator may

set reasonable time limits for the conference and may make an audio recording of the conference.

Absent extenuating circumstances, the Level One administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level One administrator may consider information provided at the Level One conference and any other relevant documents or information the Level One administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may file an appeal of the Level One decision with the director of talent experience.

The appeal notice must be filed in writing to the director of talent experience, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the director of talent experience shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.
5. The transcript of the Level One conference, if any.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference and shall make an audio recording of the conference.

The Level Two administrator shall provide the employee a written response within ten days following the conference. The written

response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

The Level Two conferences shall be recorded. Recordings shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board, or at the Board's discretion, to a designated hearing officer who shall, in turn, make a written recommendation for disposition to the Board. [See If Hearing Officer Hears the Appeal, below]

The appeal notice must be filed in writing to the director of talent experience, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

Hearing officers may be District employees who were not involved in the subject matter of the grievance or the grievance process, or they may be persons not employed by the District.

If Board Hears the Appeal

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal at least five days prior to the Level Three hearing. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The transcript of the Level Two conference.
4. The written response issued at Level Two and any attachments.
5. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration or employee intends to rely on evidence not

included in the Level Two record, the administration or employee shall provide the employee or administration notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

If Hearing Officer Hears the Appeal

If the Board designates a hearing officer to hear the Level Three appeal, he or she shall follow the Level Three procedures and timelines described above and at the end of the process shall prepare a written recommendation for the Board's consideration. A copy of the hearing officer's recommendation shall be provided to the employee and to the administration.

Hearing officers may be District employees who were not involved in the subject matter of the grievance or the grievance process. Hearing officers may also be impartial persons retained by the Board and not employed by the District.

Board's Review

The Board shall review the hearing officer's written recommendation at its first regular meeting following receipt of same. The employee and the administration shall be given an opportunity at the meeting to respond to the hearing officer's recommendation either orally or in writing, at the Board's election.

Any oral comments provided during a Board meeting shall follow the requirements for public comment, including those listed at BED(LOCAL) and in the Board's Operating Procedures.

Board's Decision The Board shall then make and communicate its decision at any time up to and including the next regularly scheduled Board meeting. The Board may decide to accept, reject, or modify the recommendation of the hearing officer.

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval: American Rescue Plan Act Subrecipient Agreement
References: CB LOCAL
Department: Deputy Superintendent Chief of Staff

Recommendation

Consideration and approval of the American Rescue Plan Act (ARPA) Subrecipient Agreement between Fort Bend ISD and Fort Bend County.

Background

The American Rescue Plan Act (ARPA) allocated Coronavirus State and Local Fiscal Recovery Funds to support local governments in providing assistant to industries impacted by the COVID-19 pandemic.

Fort Bend County received an allocation and dedicated a portion of the funds to support Alternative Teacher Certification Programs, established by Fort Bend County. Currently, staff is finalizing the Memorandum of Understanding (MOU) with Houston Community College (HCC) to engage in a partnership for an HCC/Fort Bend ISD Alternative Teacher Certification Program.

If approved, the ARPA Subrecipient Agreement will allocate a subaward in the amount of $80,550 in accordance with requirements in the ARPA to support Fort Bend ISD paraprofessionals in gaining their teacher certification at no cost.

The subaward money will be used to support 15 paraprofessionals in a grow your own model towards their teacher certification through the Alternative Teacher Certification Partnership with HCC.

Upon approval of the subrecipient award, Human Resources will recruit candidates for the program scheduled to launch in Spring 2025. Candidates will engage in learning through the HCC ACP program during the 2025 – 26 school year while serving as teacher of record in a Fort Bend ISD classroom. Additionally, candidates will receive job embedded support through the Organizational Development department to ensure their success in the classroom.

Following Board approval, the Fort Bend County Commissioners Court will meet to grant the allocation of funds in January.

Submitted by:

Dr. Marc Smith
Superintendent

Recommended by:

Beth Martinez
Deputy Superintendent Chief of Staff

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

AMERICAN RESCUE PLAN ACT, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS, SUBRECIPIENT AGREEMENT BETWEEN FORT BEND COUNTY AND FORT BEND INDEPENDENT SCHOOL DISTRICT

ALTERNATIVE TEACHER CERTIFICATION PROGRAM

This **ARPA SUBRECIPIENT AGREEMENT** (this "Agreement") is made and entered into by and between **FORT BEND COUNTY, TEXAS**, (the "Recipient" or "County") a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, and **FORT BEND INDEPENDENT SCHOOL DISTRICT**, ("Subrecipient" or "FBISD") a K-12 public education system. Subrecipient and the County may be referred to individually as a "Parties or collectively as the "Parties."

BACKGROUND

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), established by the American Rescue Plan Act (ARPA), provides $350 billion in aid to state, local, tribal, and territorial governments to be used for economic relief in response to the COVID-19 pandemic for "assistance to households, small businesses, and non-profits, or aid to impacted industries such as tourism, travel and hospitality." The funds are necessary to engage in eligible activities that respond to the public health and negative economic impacts of the COVID-19 pandemic, make other eligible investments, and generally foster future community resilience.

RECITALS

WHEREAS, Fort Bend County, having received an allocation from the U.S. Department of the Treasury for the total award amount of $157 million from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), pursuant to Subtitle M of Title IX of the American Rescue Plan Act of 2021 (ARPA).

WHEREAS, the Fort Bend County Commissioner's Court allocated $175,000 of the SLFRF funds to the Alternative Teacher Certification Program (ATCP), established by Fort Bend County. A subaward shall be granted to the Fort Bend Independent School District (FBISD) in the amount of $80,550 in accordance with the terms and conditions of this Grant Agreement. The County, acting as a pass-through entity, has authorized the transfer of funds for the purpose of administering the ATCP in alignment with SLFRF and federal guidance.

WHEREAS, FBISD has been appropriately determined to be a Subrecipient pursuant to the provisions of 2 CFR Part 200.331 -- Subrecipient and Contractor Determinations. The ATCP shall be hosted and operated in part by Houston Community College. As the Subrecipient, FBISD assumes and accepts sole responsibility for any and all requirements and liabilities, including management of the subaward allocation.

WHEREAS, FBISD shall allocate funds, in the amount of $5,370 via check to each Teacher Candidate (TC) participating in the ATCP. The funds will be disbursed to each TC incrementally on a timeline to be determined by FBISD. The TCs have been determined to be Beneficiaries of the subaward and will complete an **Assignment of Benefit Form** with FBISD. The Subrecipient upholds the responsibility of ensuring the subaward is used only for allowable costs incurred during the period of performance that begins **August 2024** and ends **December 31, 2026**.

WHEREAS, each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. In administering the ATCP, the Subrecipient shall use SLFRF funds only for eligible ATCP program costs and in accordance with the Final Rule, Compliance and Reporting Guidance. Use of SLFRF funds for administrative costs related to the project will be governed by applicable regulations.

WHEREAS, a **Memorandum of Understanding** (MOU) shall be established between Houston Community College (HCC), Fort Bend County, and Fort Bend Independent School District to describe the relationship, purpose of the program, program costs, and eligibility for SLFRF and federal guidelines. In collaboration with HCC, FBISD shall develop courses and program guidelines to prepare the students for certification in elementary and/or secondary education. The FBISD shall identify Campus Mentors (CM) to operate the program and support the TCs participating in the ATCP.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient and the Subrecipient agree as follows:

AGREEMENT

I. SCOPE OF SERVICES

A. The ATCP will provide aspiring educators with a quality education that equips program participants with the skills, competencies, knowledge, and cultural responsiveness necessary to provide effective student-centered classroom instruction to the twenty-first-century learner. The Subrecipient shall demonstrate successful program outcomes for the TCs and ensure that the ARPA funds are used only as allowed by 31 CFR Part 35.

B. Subrecipient understands and acknowledges that this Agreement is funded with federal funds. Subrecipient represents and warrants that it is and will remain in compliance with all applicable provisions, including Exhibit “B” attached hereto and incorporated herein for all purposes.

II. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

III. TERM AND TERMINATION

This Agreement is made effective upon execution by County through December 31, 2026, and shall remain in effect unless terminated early in accordance with the terms of this Agreement. Provided that the records retention, audit, and reporting requirements set forth in the SLFRF Guidance and contained in this Agreement shall survive termination, this Agreement shall remain in effect until the final amounts of the subaward have been expended or the Agreement is terminated and all reports and records due have been received by the County.

IV. NOTICES

A. Each party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery,

each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

FORT BEND INDEPENDENT SCHOOL DISTRICT
Attention: _____
Address: _____

FORT BEND COUNTY
Attention: County Judge
401 Jackson Street, Richmond, Texas 77469

FORT BEND COUNTY (COPY TO)
Attention: County Auditor
301 Jackson Street, Suite 701, Richmond, Texas 77469

C. Notice is effective only if the party giving or making the Notice has complied with subsections IV(A) and IV(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

V. VENUE AND GOVERNING LAW

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.

VI. NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County or FBISD, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County and FBISD does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States. NOTHING HEREIN IS INTENDED TO SERVE AS A WAIVER OF SOVEREIGN IMMUNITY WHERE SOVEREIGN IMMUNITY APPLIES.

VII. NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied,

shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

VIII. INDEMNITY

TO THE EXTENT PERMITTED BY LAW, SUBRECIPIENT SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND COUNTY AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, CHARGES AND JUDGMENTS, AND OTHER EXPENSES WHATSOEVER, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF SUBRECIPIENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SUBRECIPIENT OR ANY OF SUBRECIPIENT'S AGENTS, SERVANTS OR EMPLOYEES. THE SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

IX. CONFLICT OF INTEREST

By executing this Agreement, the Subrecipient warrants compliance with all applicable federal, state and local conflict of interest regulations and requirements. The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, subaward, and administration of contracts.

X. DUPLICATION OF BENEFITS

Payments for the Eligible Activities to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under any other agreements made between the Subrecipient and any funding source, including the County. Further, the Subrecipient shall not carry out any of the Eligible Activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and other federal guidelines. If the Subrecipient receives duplicate benefits from another source, the Subrecipient must return the subaward provided by the County.

XI. RETURN OF FUNDS

The Subrecipient shall immediately reimburse the County the entire amount of any portion of the Funds transferred to Subrecipient that were used for a purpose that is inconsistent with eligible SLFRF expenditures and Uniform Guidance. The Subrecipient explicitly understands that no portion of this Award is being funded under the eligibility for Provision of Government Services and as such, all activities are subject to specific eligibility requirements as detailed within the Final Rule and other applicable program guidance. Further, any funds that were terminated prior to completion, or unexpended by the period of performance, shall be returned to the County. The Subrecipient must ensure the Teacher Candidates provide justification for all expenses incurred for program operations, and any unspent funds are returned.

XII. INCORPORATION OF EXHIBITS/CONFLICT

All of the exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein. In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

XIII. SUBRECIPIENT MONITORING AND REPORTING REQUIREMENTS

A. MONITORING:

The County shall monitor the performance of the Subrecipient in accordance with the goals and performance

standards in the Final Rule and as stated and required herein. The Subrecipient will be required to complete a Risk Assessment Questionnaire to assess the level of risk and effectively determine the frequency and detail of monitoring required. Results of the Risk Assessment shall be summarized in written reports. As part of monitoring, the Subrecipient may be required to provide documentation, including but not limited to financial statements, audit reports and budgets, and may be required to participate in interviews related to program expenditures, outputs, and outcomes. The Subrecipient shall respond to any requests for information necessary for monitoring in a timely manner.

B. REPORTING:

The Subrecipient shall fully cooperate with the County to ensure the County can timely meet any and all reporting requirements with respect to the SLFRF Funds. The Subrecipient will be responsible for providing the County with the programmatic data as outlined in Exhibit A. Such data will be presented by the Subrecipient in a format generated and acceptable to the County. Reports shall be submitted to the County on a frequency basis as determined by the County, in alignment with SLFRF Reporting Requirements. Reports serve as official documentation that the stated Eligible Activities have been performed.

C. CLOSEOUT

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. The County shall determine whether all applicable administrative actions and all required work under the project description have been completed by the Subrecipient at the end of the period of performance. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unspent cash advances, program income balances, and receivable accounts to the County), determining the custodianship of records, and any other items defined and requested by the County. If the Subrecipient fails to complete the requirements of this subaward, the federal awarding agency or the County will close out the award with the information available (2 CFR Part 200.344).

XIV. SUBAWARD STIPULATIONS

PROGRAM ELIGIBILITY:

The Subrecipient shall maintain all documentation related to determining eligibility when allocating SLFRF funding under this subaward, as outlined in Exhibit A. Such information shall be made available to the County for review upon request to comply with monitoring and/or audit requirements.

AUDIT:

The Subrecipient agrees to adhere to the compliance requirements applicable to the SLFRF Funds, including the audit requirements set forth in the Uniform Guidance (2 CFR Part 200). The Subrecipient shall allow any duly authorized representative of the County to inspect and audit, at reasonable times, any/all records and documentation of the Subrecipient relating to this subaward. Failure of the Subrecipient to comply with the audit requirements will constitute a violation of this Agreement.

NONCOMPLIANCE:

Failure to report program information or insufficient or unsatisfactory performance as reasonably determined by the County, in its discretion, will constitute non-compliance with this Agreement. If action to correct such insufficient or unsatisfactory performance during monitoring or reporting is not taken by the Subrecipient within Sixty (60) days from receipt of written notification, the County may take remedial action, including but not limited to the initiation of contract suspension and/or termination procedures in a manner consistent with the

applicable SLFRF Guidance. Where such report indicates non-compliance, whether by Subrecipient or Beneficiary, the Subrecipient shall provide a written response detailing actions to correct the area of non-compliance.

FALSE STATEMENTS:

The Subrecipient warrants that any and all documents, reports and other data submitted to the County in connection with its funding application, reporting, monitoring and/or closeout of SLFRF Funds are true and accurate to the best of its knowledge. In the event that any submitted documents are unsigned, the Subrecipient warrants by execution of this Agreement that they are true and accurate copies of final, signed, executed and/or filed documents. Should the Subrecipient become aware of any erroneous submission or of any material change to any submission, the Subrecipient will immediately submit a revision to the County.

RECORDS RETENTION:

The Subrecipient shall maintain and retain complete and accurate records, documents, accounts, and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement for a period of **five (5) years** following the completion of the ATCP or grant award termination. Therefore, documents shall be retained until **December 31, 2031.** Records shall be maintained in accordance with Generally Accepted Accounting Principles.

CONFIDENTIALITY:

The Subrecipient acknowledges and agrees that all records, information, and data acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of this Agreement or as required by Law. Consistent with these obligations, The Subrecipient must comply with 2 CFR Part 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR Part 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Law regarding privacy and obligations of confidentiality.

XV. CAPTIONS

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

XVI. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

XVII. CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this Section are required by Texas Law and are included by County regardless of content.

A. Certification that Subrecipient is not on Comptroller's Listed Companies

Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Subrecipient verifies that Subrecipient is not identified on a list prepared and maintained by the Texas

Comptroller of Public Accounts under Section 2252.153 or 2270.0201 of the Texas Government Code.

B. Agreement to Not Boycott Israel under Chapter 2271 Texas Government Code

If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Subrecipient does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code

C. Agreement to Not Boycott Energy Companies

If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Subrecipient does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott Energy Company" has the meaning provided in section 809.001 of the Texas Government Code.

D. Agreement to Not Discriminate Against a Firearm Entity or Trade Association

If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Subrecipient does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

XVIII. HUMAN TRAFFICKING

BY ACCEPTANCE OF CONTRACT, SUBRECIPIENT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

XIX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between County and Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between County and Subrecipient with respect to this Agreement.

XX. EXECUTION

This Agreement shall become effective upon execution by County.

{Remainder of Page Intentionally Left Blank}
{Execution Page Follows}

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

FORT BEND COUNTY	**FORT BEND INDEPENDENT SCHOOL DISTRICT**
By:_____	_____
KP George, County Judge	Signature – Authorized Agent
Date:_____	_____
	Printed Name – Authorized Agent
	_____
ATTEST:	Title
_____	_____
Laura Richard, County Clerk	Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$_____** to accomplish and pay the obligation of Fort Bend County under this contract.

_____
Robert Ed Sturdivant, County Auditor

Exhibit A: Program Information Form
Exhibit B: Federal Clauses

i:\agreements\2024 agreements\purchasing\county judge\alternative teacher cert - fbisd (24-cojdg-100869)\subrecipient agreement.atc.fbisd (kcj - 8.19.2024) v2 v3 9.25.2024 v4 10.31.2024 v5 12.30.2024

EXHIBIT A

(Follows Behind)

Alternative Teacher Certification Program Admissions

HCC APPLICATION
Submit required documents
$75 Pay Non-Refundable Application Fee



TEACHER PROFILE
Candidates take the Haberman Star Teacher Pre-Screener

TEACHER CANDIDATE APPLIES FOR SCHOLARSHIPS/FUNDING
ATC Program has identified funding opportunities.



ADMITTED TO PROGRAM
Receive admissions to ATC Program

COURSES ARE OFFERED FACE-TO-FACE AND VIRTUAL ON A SCHEDULE AT VARIOUS HCC CAMPUSES



ENROLLMENT
Enroll in coursework. Complete all Program and TEA State requirements

INTERNSHIP
Allows you an opportunity to gain practical experience while teaching in the classroom. Earn as you learn by gaining employment with a TEA-approved school.



TEXAS READING ACADEMIES
Teacher Candidates complete during Internship.



TEACHER CERTIFIED

HCC

TEACHER ALTERNATIVE CERTIFICATION PROGRAM

CERTIFICATION PATHWAY

(WITH SCIENCE OF TEACHING READING)

1

MODULE 1
PRE-SERVICE FIELD OBSERVATION

MODULE 2
CONTENT PREPARATION

MODULE 3
SCIENCE OF TEACHING READING

MODULE 4
TEACHING SECOND LANGUAGE LEARNERS

2

MODULE 5
COGNITIVE DEVELOPMENT, LITERACY STRATEGIES, AND SPECIAL EDUCATION

MODULE 6
PEDAGOGY FOR CURRICULUM AND INSTRUCTION

MODULE 7
PROFESSIONAL PRACTICES IN AN EDUCATIONAL ENVIRONMENT

INTERNSHIP I
WITH READING ACADEMIES K-3 TEACHER CANDIDATES

3

INTERNSHIP II
WITH READING ACADEMIES K-3 TEACHER CANDIDATES

4

STANDARD CERTIFIED

Teacher Candidate is Standard Certified upon meeting all program and TEA state requirements.

ATCP 1
Semester One

- 150 hours + Passed exams = Statement of Eligibility (SOE)

ATCP 2
Semester Two

- Teacher Candidate begins Internship as a Teacher of Record.

ATCP 3
Semester Three

- Teacher Candidate completes all ATC Program and TEA State requirements.

Teacher Certified

Program Cost:
Enrollment Fee: $75
Tuition: $3798

CERTIFICATIONS OFFERED:

- **CORE EC-6, CORE 4-8, ELAR/SOCIAL STUDIES 4-8, MATH 4-8, SCIENCE 4-8, SOCIAL STUDIES 4-8, LIFE SCIENCE 7-12, MATH 7-12, PHYSICAL SCIENCE 7-12, ELAR 7-12, PHYSICAL EDUCATION EC-12, SPECIAL EDUCATION EC-12, SUPPLEMENTAL: BILINGUAL WITH BILINGUAL TARGET LANGUAGE PROFICIENCY (BTLPT) -SPANISH, AND ESL SUPPLEMENTAL**

TEACHER ALTERNATIVE CERTIFICATION PROGRAM
CERTIFICATION PATHWAY
(WITH FOUNDATIONS OF READING)

1

MODULE 1
PRE-SERVICE FIELD OBSERVATION

MODULE 2
CONTENT PREPARATION

MODULE 3
COGNITIVE DEVELOPMENT, LITERACY STRATEGIES, AND SPECIAL EDUCATION

MODULE 4
TEACHING SECOND LANGUAGE LEARNERS

2

MODULE 5
FOUNDATIONS OF READING

MODULE 6
PEDAGOGY FOR CURRICULUM AND INSTRUCTION

INTERNSHIP I

3

MODULE 7
PROFESSIONAL PRACTICES IN AN EDUCATIONAL ENVIRONMENT

INTERNSHIP II

4

STANDARD CERTIFIED

Teacher Candidate is Standard Certified upon meeting all program and TEA state requirements.

ATCP 1
Semester One

- 150 hours + Passed exams = Statement of Eligibility (SOE)

ATCP 2
Semester Two

- Teacher Candidate begins Internship as a Teacher of Record.

ATCP 3
Semester Three

- Teacher Candidate completes all ATC Program and TEA State requirements.

Teacher Certified

Program Cost:
Enrollment Fee: $75
Tuition: $3798

CERTIFICATIONS OFFERED:

- **CORE EC-6, CORE 4-8, ELAR/SOCIAL STUDIES 4-8, MATH 4-8, SCIENCE 4-8, SOCIAL STUDIES 4-8, LIFE SCIENCE 7-12, MATH 7-12, PHYSICAL SCIENCE 7-12, ELAR 7-12, PHYSICAL EDUCATION EC-12, SPECIAL EDUCATION EC-12, SUPPLEMENTAL: BILINGUAL WITH BILINGUAL TARGET LANGUAGE PROFICIENCY (BTLPT) -SPANISH, AND ESL SUPPLEMENTAL**

HCC ATCP

ADMISSIONS REQUIREMENTS

*HCC ONLINE APPLICATION
*$75 NON-REFUNDABLE APPLICATION FEE
*TEACHER PROFILE- HABERMAN STAR TEACHER PRE-SCREENER
*BACHELOR'S DEGREE CONFERRED
*GPA: 2.5 MINIMUM
*OFFICIAL TRANSCRIPTS

INTERNATIONAL STUDENTS:

*HCC ONLINE APPLICATION
*$75 NON-REFUNDABLE APPLICATION FEE
*TEACHER PROFILE- HABERMAN STAR TEACHER PRE-SCREENER
*BACHELOR'S DEGREE CONFERRED- ALL INTERNATIONAL TRANSCRIPTS MUST BE TRANSLATED AND COURSE EVALUATED BY A TEXAS EDUCATION AGENCY (TEA) VETTED SERVICE (TRANSCRIPT CAN NOT BE MORE THAN 5 YEARS OLD)
*GPA: 2.5 MINIMUM
*TOEFL EXAM IS REQUIRED FOR INTERNATIONAL DEGREES WHERE ENGLISH IS NOT THE OFFICIAL LANGUAGE.

HCC ATCP

CERTIFICATIONS OFFERED:

- CORE EC-6, CORE 4-8
- ELAR/SOCIAL STUDIES 4-8
- MATH 4-8
- SCIENCE 4-8
- SOCIAL STUDIES 4-8
- LIFE SCIENCE 7-12
- MATH 7-12
- PHYSICAL SCIENCE 7-12
- ELAR 7-12
- PHYSICAL EDUCATION EC-12
- SPECIAL EDUCATION EC-12

SUPPLEMENTAL:

- BILINGUAL WITH BILINGUAL TARGET LANGUAGE PROFICIENCY (BTLPT) -SPANISH
- ESL SUPPLEMENTAL

EXHIBIT B

(Follows Behind)

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 (APRA)

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds from the American Rescue Plan Act of 2021 (ARPA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

   Contracts for more than the small purchase threshold currently set by the County at $50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

   All contracts of $10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity for Non-construction Contracts.

   <u>The following clause applies for all non-construction contracts.</u>

   During the performance of this contract, the contractor agrees as follows:

   (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

   (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual

orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a

means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Equal Employment Opportunity for all "federally assisted" Construction Contracts.

The following clause applies for all federally assisted construction contracts where "federally assisted construction contracts" is defined as in 41 C.F.R. Part 60-1.3, or any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the

employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Davis-Bacon Act.

<u>The Davis-Bacon Act requirements do not apply to projects where the expected total cost is under $10 million dollars and where funding is provided solely with State and Local Fiscal Recovery Funds (SLFRF), except for certain SLFRF-funded construction projects undertaken</u>

by the District of Columbia. For all projects funded solely with State and Local Fiscal Recovery Funds (SLFRF), where the expected total cost is *more than $10 million dollars* the following clause will apply:

As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ‘‘Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction’’). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ‘‘Anti- Kickback’’ Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ‘‘Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States’’). The Act provides that each contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts of $100,000 or more that involve the employment of mechanics or laborers.

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts of $100,000 or more that involve the employment of mechanics or laborers.

7. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes , all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract. Contractor will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

8. Clean Air.

The following clause applies only for contracts of $150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

9. Clean Water.

The following clause applies only for contracts of $150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the

appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

10. Government-wide Debarment and Suspension.

The following clause applies only for contracts of $25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of $100,000 or more.

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal,

amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

12. Procurement of Recovered Materials.

The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

14. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. Records and Financial Documents

Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Records shall be maintained by Grantee/Contractor for a period of five years after all funds have been expended or returned to Treasury, whichever is later.

16. Compliance with Section 603 Regulations and Guidance.

Contractor agrees to comply with the requirements of section 603 of the Social Security Act "(the Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, (1) statutes and regulations prohibiting discrimination applicable to this award, (2) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury; (3) Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act; (4) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and Appendix A to 2 C.F.R. Part 25; and (6) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, and Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval: 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

Ferndell Henry Renovations & Additions (BP004) has been identified as a 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 December 31, 2024, is $50,727,747.48.

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 is requesting approval to use $2,300,000 of Program Contingency funds to supplement the Ferndell Henry Renovations & Additions (BP004) 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 January 27, 2025, Board meeting and reflects the projected 2023 Bond Program Contingency balance as of January 2025.

Description	Budget (Shortage)/Surplus
Cumulative Proposition A Contingency as of December 16, 2024 BOT Meeting	$49,542,763.65
Closeouts, Interest, and Additions (December 2024 Memo)	$1,184,983.83
Cumulative Proposition A Contingency as of December 31, 2024	$50,727,747.48
Uses	
BP004 Ferndell Henry Renovations & Additions	($2,300,000.00)

Use Sub-Total	($2,300,000.00)
Cumulative Program Contingency as of January 27, 2025	$48,427,747.48

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Damian Viltz
Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval: Easement at FBISD PFC Building
References: Board Policy CV (Local)
District Goal 5
Department: Operations

Recommendation

Consideration and approval to execute an easement with Fort Bend County Water Control and Improvement District No. 2 along the east side of the FBISD PFC building located at 13600 Murphy Road, Stafford, TX; and authorization for the Board President and/or designee to negotiate and execute this easement.

Summary

Fort Bend County is working toward enhancing the water line and sanitary sewer system along Murphy Road in Stafford. A portion of the proposed project falls within a 0.2077 acre tract of land currently owned and maintained by FBISD. This tract is on the east side of the FBISD PFC Building along Murphy Road.

The project scope includes the laying, construction, installation, maintenance, repair relocation, replacement, removal, modification and operation of water lines, sanitary sewer lines and all connections, enhancements and improvements.

The project will further enhance Fort Bend Country Water Control and Improvement District No. 2's operations. The segment of the project in front of the PFC building is anticipated to begin in early 2025.

The proposed easement will not impact the development of the District's property for future use. The project oversight will be coordinated by FBSID Operations in conjunction with Fort Bend County Water Control and Improvement District No. 2.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Damian Viltz
Chief Operations Officer

WATER LINE AND SANITARY SEWER EASEMENT
(0.2077 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 **FORT BEND COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of water lines, sanitary sewer lines, and all connections and appurtenances related thereto (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.2077 acre, as more particularly described in **Exhibit A** and shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract (to the extent they interfere with Grantee's use of the Easement Tract for the purposes set forth herein) 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, including, without limitation, repairing any existing driveways and paved areas currently located within the Easement Tract (as of the date of this instrument), to the extent such improvements are damaged during the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities. 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.

Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes; including, without limitation, the right to convey, plat and/or dedicate similar rights and easements, as well as other types of rights and easements, to such other persons or entities as Grantor may deem proper, provided that such other conveyances do not unreasonably interfere with Grantee's use of the Easement Tract conveyed herein. Grantor further reserves the right to locate, maintain, and construct driveways, parking surfaces, and sidewalks on the Easement Tract, so long as those encroachments are approved by Grantee in advance, such approval not to be unreasonably denied, withheld, conditioned or delayed (the "Permitted Encroachments").

Grantee, at no expense to Grantor, shall be responsible for the maintenance of the Facilities.

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

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

Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

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

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

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

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

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

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

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

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

[Signature pages follow this page.]

EXECUTED this _____ day of _____, 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:

FORT BEND COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2

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 FORT BEND COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

_____
Notary Public, State of Texas

Attachments:
Exhibit A – Description of the Easement Tract
Exhibit B – Sketch of the Easement Tract

After recording, please return to:
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

Exhibit A – Description of the Easement Tract

0.2077 Acre
Waterline & Sanitary Sewer Easement

William Stafford Survey
Abstract No. 89

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a certain 0.2077 acre Waterline & Sanitary Sewer Easement situated in the William Stafford Survey, Abstract No. 89 in Fort Bend County, Texas, being out of a called 6.089 acre tract of land conveyed to Fort Bend Independent School District by General Warranty Deed recorded in Volume 923 Page 830 of the Fort Bend County Deed Records; said 0.2077 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

BEGINNING at a found 5/8-inch iron rod with cap stamped "1943" being the northeast corner of said 6.089 acre tract, common with the southeast corner of a called 5.1568 acre tract of land conveyed to MW Industrial Investments LLC by Special Warranty Deed recorded in Clerk's File No. 2020182960 of the Fort Bend County Official Public Records (FBCOPR), and being in the west line of F.M. 1092 referred to as Murphy Road with a called right-of-way of 120 feet;

THENCE, South 02°32'34" East, along the east line of said 6.089 acre tract, common with the west line of said Murphy Road, 452.48 feet to a found 5/8-inch iron rod with cap stamped "1943" marking the southeast corner of said 6.089 acre tract, common with the northeast corner of a called 3.297 acre tract of land conveyed to Murphy Road Self Storage L.P. by General Warranty Deed recorded in Clerk's File No. 2005007549 FBCOPR;

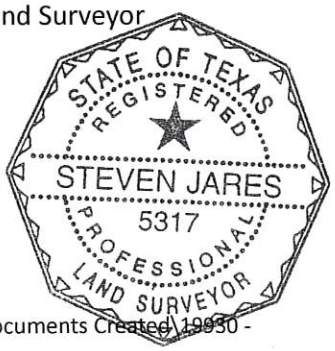
THENCE, South 87°22'59" West, along the south line of said 6.089 acre tract, common with the north line of said 3.297 acre tract, 20.00 feet to a point for corner;

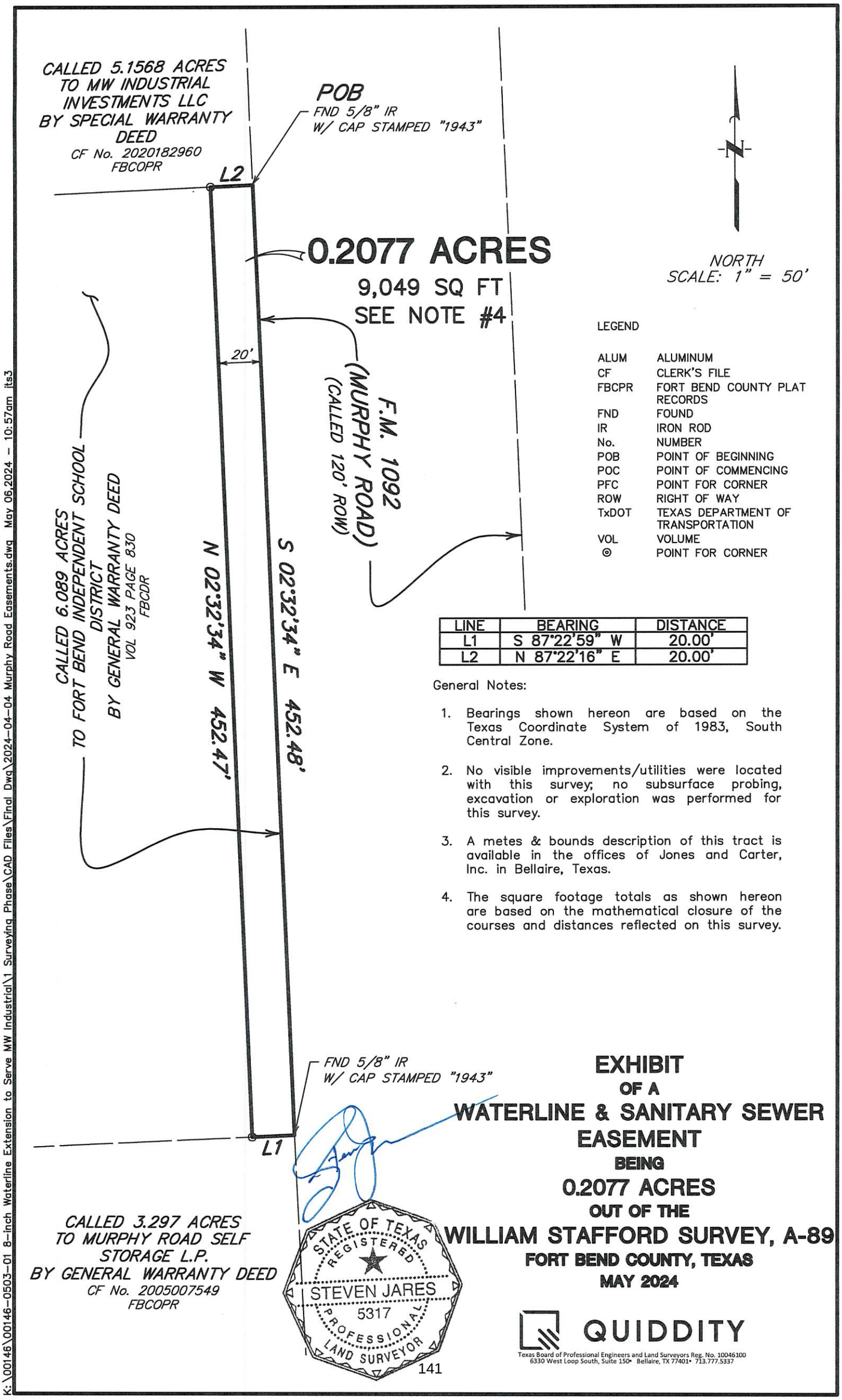
THENCE, North 02°32'34" West, over and across said 6.089 acre tract, 452.47 feet to a point for corner being in the north line of said 6.089 acre tract, common with the south line of said 5.1568 acre tract;

THENCE, North 87°22'16" East, along said common line, 20.00 feet to the **POINT OF BEGINNING, CONTAINING** 0.2077 acres of land in Fort Bend County, Texas, as shown on Drawing No. 19930 in the office of Quiddity Engineering in Bellaire, Texas.

Quiddity Engineering, LLC
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 10046100

Acting By/Through Steven Jares
Registered Professional Land Surveyor
No. 5317
SJares@quiddity.com





LEGEND

ALUM	ALUMINUM
CF	CLERK'S FILE
FBCPR	FORT BEND COUNTY PLAT RECORDS
FND	FOUND
IR	IRON ROD
No.	NUMBER
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
PFC	POINT FOR CORNER
ROW	RIGHT OF WAY
TxDOT	TEXAS DEPARTMENT OF TRANSPORTATION
VOL	VOLUME
⊙	POINT FOR CORNER

LINE	BEARING	DISTANCE
L1	S 87°22'59" W	20.00'
L2	N 87°22'16" E	20.00'

General Notes:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. No visible improvements/utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey.
3. A metes & bounds description of this tract is available in the offices of Jones and Carter, Inc. in Bellaire, Texas.
4. The square footage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this survey.

EXHIBIT
OF A
WATERLINE & SANITARY SEWER EASEMENT
BEING
0.2077 ACRES
OUT OF THE
WILLIAM STAFFORD SURVEY, A-89
FORT BEND COUNTY, TEXAS
MAY 2024

STATE OF TEXAS
REGISTERED
STEVEN JARES
5317
PROFESSIONAL
LAND SURVEYOR

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
6330 West Loop South, Suite 150• Bellaire, TX 77401• 713.777.5337

K:\00146\00146-0503-01 8-inch Waterline Extension to Serve MW Industrial\1 Surveying Phase\CAD Files\Final Dwg\2024-04-04 Murphy Road Easements.dwg May 06,2024 - 10:57am jts3

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval: Additional Funding for Ferndell Henry Renovations & Additions (BP004)
References: Board Policy CV (Local)
District Goal 5
Department: Operations

Recommendation

Consideration and approval of a revised project budget to include an additional $2,300,000 for a total project budget amount of $26,155,024 for the Ferndell Henry Renovations & Additions (BP004) by utilizing 2023 Bond Contingency funds.

Summary

The 2023 Bond Program includes Ferndell Henry Renovations & Additions (BP004).

On June 26, 2023, the Board of Trustees (BOT) approved all project budgets for the 2023 Bond Program.

On June 03, 2024, the BOT approved Construction Services Agreement with Prime Contractors, Inc. for, for a not-to-exceed construction cost of $16,930,000.

Planning and preparation for activation of the new Ferndell Henry Elementary School has begun. Staff has determined that supplemental funds are needed for additional classroom furniture, fixtures, and equipment (FF&E), Information Technology equipment, and curriculum and instructional material. Administration is requesting supplemental funds in the amount of $2,300,000 to address this need.

On January 27, 2025, staff will request utilization of $2,300,000 from 2023 Bond Program Contingency to cover the funding requirements for BP004 – Ferndell Henry Renovations & Additions.

The detailed revised project budget for BP004 – Ferndell Henry Renovations & Additions is provided on the attached Exhibit 1.

Package No.	Description	Revised Project Budget
BP004	Ferndell Henry Renovations & Additions	$26,155,024

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

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Damian Viltz
Chief Operations Officer

Project Summary

BP004 - Ferndell Henry Renovations & Additions

Exhibit - 1

	A	B	C	D	E	F	G	H	I	
Description	**A/E Design Fees & Reimbursables**	**Design Contingency**	**Other Professional Services**	**Construction**	**Construction Contingency**	**FF&E**	**Site Development**	**Admin & Other Project Costs**	**Project Contingency**	**TOTAL**
FERNDELL HENRY ELEMENTARY	$1,216,715.00	$133,711.00	$1,710,231.00	$18,261,485.00	$1,033,304.00	$3,642,557.00		$1,000.00	$156,021.00	$26,155,024.00
TOTAL:	**$1,216,715.00**	**$133,711.00**	**$1,710,231.00**	**$18,261,485.00**	**$1,033,304.00**	**$3,642,557.00**		**$1,000.00**	**$156,021.00**	**$26,155,024.00**

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For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval: Construction Services for Transportation Renovations (BP025)
References: Board Policy CV (Local)
District Goal 5
Department: Operations

Recommendation

Consideration and approval of a Construction Services Agreement with Millennium Project Solutions for Transportation Renovations project (BP025) for a stipulated lump sum amount of $7,533,000 and authorization for the Superintendent to negotiate and execute or terminate the agreements.

Summary

The 2023 Bond Program includes Transportation Renovations (BP025) at the following facilities: Highlands ES, Hodges Bend Transportation Center, Holley ES, Hunters Glen ES, Lake Olympia Transportation Center, and Sugar Land Warehouse.

On June 26, 2023, the Board of Trustees (BOT) approved all project budgets for the 2023 Bond Program. The BOT also approved PBK Architects as the architect of record to design and prepare construction documents for Transportation Renovations (BP025).

The Competitive Sealed Proposal (CSP) solicitation (CSP 25-002AL) requested bids for the Transportation Renovations (BP025). Six 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
Millennium Project Solutions	80.81	$6,554,000
Prime Contractors, Inc.	80.62	$7,125,000
M Scott Construction, Inc.	76.71	$6,869,000
Bass Construction Co. Inc.	72.61	$7,877,000
ICI Construction, Inc.	70.29	$8,530,000
E Contractors, LLC	70.17	$8,952,000

The bid amount received was under the original budget. Through negotiations with the general contractor and project team, staff is recommending acceptance of additive and deductive alternates for a total construction cost of $7,533.000.

The detailed project budget for Transportation Renovations (BP025) is provided on the attached Exhibit 1.

CSP Contract	Package Number	Description	Project Budget
CSP 25-002AL	BP025	Transportation Renovations	$11,543,890

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 Transportation Renovations and work will begin summer 2025.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Damian Viltz
Chief Operations Officer

CSP 25-002AL BP025 Transportation 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 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

Tabulation Summary
CSP 25-002AL BP025 Transportation 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)
Millennium Project Solutions, Inc.	40.00	16.01	13.30	1.33	1.75	3.92	4.50	80.81
Prime Contractors, Inc.	36.79	13.60	18.30	2.55	2.20	4.18	3.00	80.62
M Scott Construction, Inc	38.17	13.48	14.70	1.13	2.20	2.03	5.00	76.71
Bass Construction Co., Inc.	33.28	10.76	14.20	2.65	3.05	3.67	5.00	72.61
ICI Construction, Inc	30.73	13.41	13.55	2.13	2.05	4.42	4.00	70.29
E Contractors, LLC	29.29	15.37	13.30	2.05	1.80	3.36	5.00	70.17

Project Summary

BP025 - Transportation Renovations

Exhibit - 1

	A	B	C	D	E	F	G	H	I	
Description	A/E Design Fees & Reimbursables	Design Contingency	Other Professional Services	Construction	Construction Contingency	FF&E	Site Development	Admin & Other Project Costs	Project Contingency	TOTAL
HIGHLANDS ELEMENTARY	$10,998.00	$1,650.00	$2,887.00	$127,735.00	$16,606.00				$1,814.00	$161,690.00
HODGES BEND TRANSPORTATION CENTER	$412,700.00	$61,929.00	$104,455.22	$4,793,268.00	$623,125.00				$68,078.00	$6,063,555.22
HOLLEY ELEMENTARY	$4,318.00	$535.00		$50,151.00	$6,520.00				$1,165.00	$62,689.00
HUNTERS GLEN ELEMENTARY	$10,998.00	$1,650.00	$2,887.00	$127,735.00	$16,606.00				$1,814.00	$161,690.00
LAKE OLYMPIA TRANSPORTATION CENTER	$313,334.00	$47,018.00	$187,113.58	$3,639,190.00	$473,095.00				$51,686.00	$4,711,436.58
SUGAR LAND WAREHOUSE	$25,357.00	$3,805.00	$16,688.20	$294,510.00	$38,286.00				$4,183.00	$382,829.20
TOTAL:	**$777,705.00**	**$116,587.00**	**$314,031.00**	**$9,032,589.00**	**$1,174,238.00**				**$128,740.00**	**$11,543,890.00**

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For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval: Elevator Service, Maintenance, Repair, and Related Items
Reference: District Goal 5
Department: Facilities

Recommendation

Consideration and approval for the purchase of elevator service, maintenance, repair, and related items from multiple vendors through multiple cooperative contracts in an amount not-to-exceed $2,250,000 and authorization for the Superintendent to negotiate and execute the agreements through January 2030.

Summary

In January 2020, the Board approved 20-073AR elevator service, maintenance, repair, and related items through multiple cooperative contracts. The District currently oversees requests for maintenance and service for over fifty (50) elevators located throughout the District.

Elevators play a critical role in ensuring the safe and efficient movement of staff and students, particularly those with mobility challenges, across different levels of our facilities. Due to the District's limited manpower and shortage of specialized technical expertise, maintaining these critical systems in-house is not feasible. Outsourcing to industry professionals ensures that our elevators are serviced, repaired, and replaced efficiently and in compliance with safety standards. This approach allows the Facilities Department to focus on other operational priorities while ensuring reliable, high-quality elevator services.

The BuyBoard, EPIC6, and Omnia purchasing cooperative contracts will allow the District to fulfill its elevator service and maintenance needs efficiently and effectively and complies with school District bidding requirements. The current cooperative contracts are active through January 2030. Should the contracts not be renewed for the full term, staff will utilize an alternate cooperative contract or return to the Board to request authorization to utilize 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.

The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on January 29, 2025, and will run through January 28, 2028. With the two (2) option years, the contract can be extended until January 2030.

Background

Expenditures for FY 2023-24 were $416,807. Total expenditure on this contract is $1,363,914. Expenditures will not exceed $2,250,000 through January 2030. Funding is included in the budget.

Requested by:	Damian Viltz, Chief Operating Officer Bryan Guinn, Chief Financial Officer
Vendor:	Elevator Transportation Services, Inc*** Elevators of Beaumont OTIS Elevator*** Southwest Elevator
Budget Sources:	General Fund Bond Funds
Amount:	Not to exceed $ 2,250,000
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 January 2030
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 Operating Officer

Bryan Guinn

Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval:
Flooring Services,
Installation and Related Services
Reference: District Goal 5
Department: Facilities

Recommendation

Consideration and approval for the purchase of flooring service, installation, and related services from multiple vendors through multiple cooperative contracts for an amount not-to-exceed $800,000 and authorization for the Superintendent to negotiate and execute the agreements through January 2030.

Summary

In February 2022, the Board approved 22-035AR Flooring Service, Installation, and Related Services through multiple cooperative contracts. The Facilities Department oversees the maintenance, repair, and installation of all flooring throughout the District and is responsible for ensuring the upkeep and functionality of flooring across the District, which includes a variety of surfaces such as standard flooring, athletic surfaces, and carpeting. Well-maintained flooring contributes to safer environments, reduces long-term costs by preventing major issues, and enhances the visual and functional appeal of the facilities. Services not completed by staff will be outsourced to various qualified vendors who specialize in carpet replacement, cleaning, refinishing, and resurfacing.

The BuyBoard, Choice Partners, and The Interlocal Purchasing System (TIPS) purchasing cooperative contracts will allow the District to fulfill its flooring services, installation, and maintenance needs efficiently and effectively and complies with school district bidding requirements. The current cooperative contract is active through January 2030. Should the contract not be renewed for the full term, staff will utilize an alternate cooperative contract or return to the Board to request authorization to utilize 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.

The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on January 29, 2025, and will run through January 28, 2027. With the two (2) option years, the contract can be extended until January 2030.

Background

Expenditures for FY 2023-24 were $330,075. Total expenditures on this contract are $735,172. Expenditures will not exceed $800,000 through January 2030. Funding is included in the budget.

Requested by:	Damian Viltz, Chief Operating Officer Bryan Guinn, Chief Financial Officer
Vendor:	Dwn Ventures LLC*** Ema Sport Solutions LLC*** Hellas Construction*** High Point Sanitary Solution *** Hillyard Inc Jellison Inc.*** Quality Hardwood Floors, Inc. /dba/ QHF Sports Tarkett USA Inc.***
	General Fund Bond Funds
Amount:	Not to exceed $800,000

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 January 2030
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 Operating Officer

Bryan Guinn
Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval – Reorganization and Budget Transfer BP010 & BP012 Packages
References: Board Policy CV (Local)
District Goal 5

Recommendation

Consideration and approval of campus and scope reorganization between Turf and Athletics Package (BP010) and Athletics Renovations (BP012), a budget transfer of $990,815 from BP010 to BP012, to fund the budget difference after reorganizing the packages, and approval of a revised project budget for both BP010 and BP012 as shown on attached Exhibits 1 and 1A.

Summary

On June 26, 2023, the Board of Trustees (BOT) approved all project budgets for the 2023 Bond Program.

A budget of $27,529,222 was approved for the Turf and Athletics Package (BP010) and $27,759,125 for the Athletic Renovations Package (BP012). The total approved budget for BP010 and BP012 is $55,288.347. However, the estimates for the synthetic turf component of these projects exceeded the approved budgets. On October 21, 2024, the BOT approved a staff recommendation to align BP010 and BP012 with their approved budgets.

The original scope of work for BP010 includes replacement of natural grass baseball and softball fields with artificial turf, as well as various other renovations at seven campuses. The original scope of work for BP012 includes replacement of natural grass baseball and softball fields with artificial turf and various other athletic renovations at three campuses. Staff recommends reorganizing the scopes of work for these two packages for increased contractor interest in bidding and more effective execution of these projects.

The new scope of work for BP010 will include replacement of natural grass baseball and softball fields with artificial turf and related site improvements at Austin HS, Dulles HS, Elkins HS, Kempner HS, and Willowridge HS. The BP012 scope of work will include various athletic renovations at Austin HS, Bush HS, Dulles HS, Elkins HS, Hightower HS, Kempner HS, Marshall HS, Ridge Point HS, Travis HS, and Willowridge HS.

As a result of this campus and scope reorganization, the revised budget for BP010 will be $26,538,407 and the revised budget for BP012 will be $28,749,940. Therefore, staff is requesting approval of a transfer of $990,815 from the BP010 project budget into the BP012 project budget to support the proposed budget revisions.

The attached Exhibits 1 & 1A provide the revised detailed project budgets for BP010 and BP012.

Package No.	Revised Description	Original Project Budget	Revised Project Budget
BP010	Turf	$27,529,222	$26,538,407
BP012	Athletics Renovations	$27,759,125	$28,749,940
Total		**$55,288,347**	**$55,288,347**

Upon Board approval of the reorganization of campuses and transfer of funding, staff will continue the design and preparation of construction documents for the revised packages.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Damian Viltz
Chief Operations Officer

Project Summary

BP010 - Turf & Athletics

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
BUSH HIGH	$363,097.00	$62,645.00	$312,887.00	$4,469,809.00	$580,628.00	$151,482.00			$26,636.00	$5,967,182.00
DULLES HIGH	$324,538.00	$56,197.00	$279,430.00	$3,991,853.00	$518,542.00	$135,284.00			$23,787.00	$5,329,631.00
ELKINS HIGH	$314,199.00	$54,482.00	$270,528.00	$3,864,683.00	$502,022.00	$130,974.00			$23,030.00	$5,159,917.00
KEMPNER HIGH	$304,379.00	$52,852.00	$262,073.00	$3,743,896.00	$486,332.00	$126,881.00			$22,310.00	$4,998,723.00
WILLOWRIDGE HIGH	$309,510.00	$53,704.00	$266,491.00	$3,807,013.00	$494,531.00	$129,020.00			$22,686.00	$5,082,955.00
TOTAL:	**$1,615,722.00**	**$279,879.00**	**$1,391,408.00**	**$19,887,254.00**	**$2,582,055.00**	**$673,640.00**			**$118,449.00**	**$26,538,407.00**

Project Summary

BP012 – Field House/Athletics Renovations

Exhibit – 1A

	A	B	C	D	E	F	G	H	I	
Description	**A/E Design Fees & Reimbursables**	**Design Contingency**	**Other Professional Services**	**Construction**	**Construction Contingency**	**FF&E**	**Site Development**	**Admin & Other Project Costs**	**Project Contingency**	**TOTAL**
AUSTIN HIGH	$308,933.00	$52,924.00	$262,443.00	$3,749,189.00	$487,020.00	$127,060.00			$22,495.00	$5,010,064.00
BUSH HIGH	$41,883.00	$9,204.00	$35,581.00	$508,294.00	$66,027.00	$17,226.00			$3,050.00	$681,265.00
DULLES HIGH	$104,557.00	$19,464.00	$88,822.00	$1,268,891.00	$164,829.00	$43,003.00			$7,613.00	$1,697,179.00
ELKINS HIGH	$128,634.00	$23,406.00	$109,276.00	$1,561,089.00	$202,785.00	$52,905.00			$9,367.00	$2,087,462.00
HIGHTOWER HIGH	$380,510.00	$64,642.00	$323,249.00	$4,617,844.00	$599,858.00	$156,499.00			$27,707.00	$6,170,309.00
KEMPNER HIGH	$236,692.00	$41,097.00	$201,073.00	$2,872,475.00	$373,135.00	$97,348.00			$17,235.00	$3,839,054.00
MARSHALL HIGH	$393,905.00	$66,835.00	$334,628.00	$4,780,401.00	$620,974.00	$162,008.00			$28,682.00	$6,387,433.00
RIDGE POINT HIGH	$59,302.00	$12,056.00	$50,378.00	$719,682.00	$93,487.00	$24,390.00			$4,318.00	$963,612.00
TRAVIS HIGH	$41,045.00	$9,067.00	$34,869.00	$498,123.00	$64,706.00	$16,881.00			$2,989.00	$667,680.00
WILLOWRIDGE HIGH	$76,715.00	$14,906.00	$65,171.00	$931,012.00	$120,938.00	$31,552.00			$5,586.00	$1,245,881.00
TOTAL:	**$1,772,177.00**	**$313,599.00**	**$1,505,490.00**	**$21,507,000.00**	**$2,793,759.00**	**$728,872.00**			**$129,042.00**	**$28,749,940.00**

BP010 & BP012 – Revised Scope of Work Summary

Exhibit – 2

Campus	Scope of Work	New BP	Original BP
AUSTIN HIGH	Renovate baseball and softball fields. Replace natural grass fields with synthetic turf.	Removed	BP012
BUSH HIGH	Renovate baseball and softball fields. Replace natural grass fields with synthetic turf.	BP010	BP010
DULLES HIGH	Renovate baseball and softball fields. Replace natural grass fields with synthetic turf.	BP010	BP012
ELKINS HIGH	Renovate baseball and softball fields. Replace natural grass fields with synthetic turf.	BP010	BP010
HIGHTOWER HIGH	Renovate baseball and softball fields. Replace natural grass fields with synthetic turf.	Removed	BP012
KEMPNER HIGH	Renovate baseball and softball fields. Replace natural grass fields with synthetic turf.	BP010	BP010
MARSHALL HIGH	Renovate baseball and softball fields. Replace natural grass fields with synthetic turf.	Removed	BP010
RIDGE POINT HIGH	Renovate baseball and softball fields. Replace natural grass fields with synthetic turf.	Removed	BP010
TRAVIS HIGH	Renovate baseball and softball fields. Replace natural grass fields with synthetic turf.	Removed	BP010
WILLOWRIDGE HIGH	Renovate baseball and softball fields. Replace natural grass fields with synthetic turf.	BP010	BP010
AUSTIN HIGH	Athletics Renovations	BP012	BP012
BUSH HIGH	Athletics Renovations	BP012	BP010
DULLES HIGH	Athletics Renovations	BP012	BP012
ELKINS HIGH	Athletics Renovations	BP012	BP010
HIGHTOWER HIGH	Athletics Renovations	BP012	BP012
KEMPNER HIGH	Athletics Renovations	BP012	BP010
MARSHALL HIGH	Athletics Renovations	BP012	BP010
RIDGE POINT HIGH	Athletics Renovations	BP012	BP010
TRAVIS HIGH	Athletics Renovations	BP012	BP010
WILLOWRIDGE HIGH	Athletics Renovations	BP012	BP010

For: Fort Bend ISD Board of Trustees
Date:January 29, 2025
Action: Consideration and Approval: Supplemental Benefits for Non-Emergent Surgeries (Increase)
Reference: District Goal 5
Department: Benefits and Wellness

Recommendation

Consideration and approval to increase the existing contract awarded under 20-099JB Supplemental Benefits for Non-Emergent Surgeries by $3,500,000 for a total not-to-exceed amount of $8,798,865 to continue purchasing supplemental benefits for non-emergent surgery services through December 2025.

Summary

The Employee Benefits and Wellness Department is requesting an increase to the existing contract awarded under RFP 20-099JB Supplemental Benefits for Non-Emergent Surgeries. On August 17, 2020, the Board approved Supplemental Benefits for Non-Emergent Surgeries with an initial expenditure amount not to exceed $5,298,865 through December 2025 to purchase non-emergency surgery services.

The non-emergent surgical benefit is offered at zero cost to employees enrolled in a Fort Bend ISD medical plan. The initial contract cost for this benefit was based on a two-year lookback of the administrative fees and projected claims cost and utilization. Since the ROI of this benefit is utilization based, the District has been highly focused on increased employee awareness and utilization over the last several years. As a result, utilization increased by 71% between years two (2) and three (3). Inflation also played a part in the overall increase in plan cost.

Background

Expenditures in calendar year 2023 were $1,486,976. The year-to-date expenditures for the calendar year 2024 are $1,545,788. Expenditures are not expected to exceed $8,798,865 through December 2025. Funding for the increase of $3,500,000 is included in the budget and paid through the employee benefits fund.

Requested by:	Glenda Johnson, Chief Human Resources Officer Bryan Guinn, Chief Financial Officer
Vendor:	Employer Direct Healthcare ***
Budget Sources:	Healthcare Fund
Amount:	Not to exceed $8,798,865
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 December 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:

Glenda Johnson
Chief Human Resources Officer

Bryan Guinn
Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval: Staff Training Platform
Reference: District Goal 3
Department: Business and Finance

Recommendation

Consideration and approval for the purchase of a staff training platform from Vector Solutions under a cooperative contract with EPIC6 Purchasing Cooperative for an amount not-to-exceed $90,000 and authorization for the Superintendent to negotiate and execute the agreement through February 2026.

Summary

All Fort Bend ISD employees receive annual professional development opportunities to support their ability to effectively fulfill their job role responsibilities. Utilizing the Vector Solution platform will ensure a standardized approach to Annual Staff Training, including alignment to legislative changes, and will provide real-time learning for all staff.

The Vector Solutions training platform would provide all employees support and access to the following types of training:

- Required training (compliance related)
- Optional training (enhancing skills)
- Annual Staff Training (mandated for all employees).

Every employee is required to complete training courses yearly, which ensures the District maintains compliance with all federal and state requirements defined in the professional development Clearinghouse published by the State Board for Educator Certification (SBEC) and outlined in the District's Annual Professional Learning Plan in accordance with Policy DMA (Local).

In addition to the Annual Staff Training content, employees will receive access to professional development libraries to support their growth. The Vector Solutions platform will provide employees access to asynchronous professional development libraries that address a robust number of topics such as:

- Safety & Compliance library,
- the Inclusive Instruction and Intervention library,

- and the School Bus Safety and CDL test preparation library.

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.

Background

Expenditures for FY 2023-24 were $11,175. Expenditures will not exceed $90,000 through February 2026. Funding is included in the budget.

Requested by:	Beth Martinez, Deputy Superintendent Chief of Staff Bryan Guinn, Chief Financial Officer
Vendor:	Vector Solutions
Budget Sources:	Title II
Amount:	Not to Exceed $90,000 through February 2026
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 February 2026
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

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

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

Bryan Guinn
Chief Financial Officer

For: Fort Bend ISD Board of Trustees
Date: January 29, 2025
Action: Consideration and Approval:
Timekeeping and
Attendance System
Reference: District Goal 5
Department: Business and Finance

Recommendation

Consideration and approval for the purchase of a timekeeping and attendance system from UKG Krono Systems, LLC., under a cooperative contract with OMNIA Partners for an amount not-to-exceed $1,000,000 and authorization for the Superintendent to negotiate and execute the agreements through March 2030.

Summary

In August 2021, the Board approved 21-091LJ Kronos Timekeeping and Attendance System. The current agreement expires in March 2025. The District has used the Kronos Time and Attendance system as its timekeeping application since 2006. Presently, there are 158 Kronos clocks installed across the District, which allows over 4,000 employees to properly manage their time electronically.

This contract 25-022LB Timekeeping and Attendance System will provide the District with Kronos Workforce Dimensions, a software-as-a-service solution that enables the Payroll Department to integrate, automate, and streamline the electronic timekeeping and payroll processes. This solution ensures accurate reporting and tracking while offering in-depth reporting capabilities. The annual licensing fees include software support and technical assistance for timekeeping clocks. Additionally, the contract includes the accruals module, which helps track compensatory time for paraprofessional employees, eliminates paper timesheets, and ensures consistent and accurate time tracking.

The District purchases spare Kronos clocks annually for lifecycle replacements or to address mechanical failures. Keeping spare clocks readily available allows the District to promptly replace failed units, ensuring uninterrupted and accurate timekeeping. Additionally, clocks are purchased for new schools as they are completed.

The OMNIA Partners Purchasing cooperative will allow the District to efficiently purchase timekeeping clocks and the renewal of our current Kronos Workforce Dimensions software and complies with school District bidding requirements. Renewal options are available through March 31, 2030. Should the contract not renew for the full

term, staff will utilize an alternate cooperative contract or return to the Board to request authorization to utilize 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.

The term of this contract is for one (1) year with four (4) optional one-year extensions. The contract term will begin on April 1, 2025, and will run through March 31, 2026. With the four one-year option years, the contract can be extended until March 31, 2030.

Background

Expenditures for FY 2023-24 were $162,900. Expenditures will not exceed $1,000,000 through March 2030. The increase in expenditure includes clock equipment purchases, a four (4) percent annual license fee increase, and additional costs associated with licenses purchased for new non-exempt employees. Funding is included in the budget.

Requested by:	Bryan Guinn, Chief Financial Officer Kelly Schlacks, Executive Director
Vendor:	UKG Kronos Systems, LLC
Budget Sources:	General Fund Bond Funds
Amount:	Not to exceed $1,000,000
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 March 2030
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

Kelly Schlacks
Executive Director

For: Fort Bend ISD
Date: January 13, 2025
Action: Information and Discussion

Summary

It is the Board's practice to discuss future meeting dates and agenda items at each Regular Business meeting of the Board of Trustees. As of the date this agenda was prepared, the following meetings are planned, along with the tentative agenda items listed (in addition to routine agenda items).

February 2025

- Information Items
  - Bond Update
  - Targeted Improvement Plan (TIP) Update
  - MOY Literature, Math, Science, and December EOC Retest
  - Recruitment, Retention, and Recovery Task Force Update
  - Budget/Legislative Update
  - Intruder Detection Report

- Consideration and Possible Action
  - Vision and Planning: District Improvement Plan Performance Objectives
  - TPIA Non-Business Days
  - E-Team Contracts
  - TIP Approval

March 2025

- Information Items
  - Bond Update
  - Intruder Detection Report
  - TAPR Public Hearing
  - Budget/Legislative Update
  - Cost Savings Audit Report

- Consideration and Possible Action
  - Vision and Planning: Campus Improvement Plan Perforamnce Objectives
  - TIA Spend Plan
  - Attendance Boundary for Ferndell Henry Elementary
  - VOCA Resolotuion
  - Joint Election Agreeement
  - Contract Renewals and Contract Non-Renewals
  - Budget

Upcoming Reports and Major Agenda Items

- Long Rang Boundary Planning Update
- Hazardous Routes
- SHAC Annual Report
- EOY Literacy, Math, and Science,
- Canvass May Election
- Annual PD Plan
- MS 16 Naming